



# Yacht Delivery Agreement

Southern Ocean Sailing Pty Ltd  
ACN: 624 509 280  
ATF: The Cinqua Family Trust  
Trading as Southern Ocean Sailing  
ABN: 87 805 577 669

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Albany, Western Australia 6331  
61+ 8 9842 3945  
61+ 428 429 911  
0414 277 675 (Sat Ph SMS only)

Email: [info@soswa.com.au](mailto:info@soswa.com.au)

## Particulars of Agreement

Client/Owner Name:	
Address:	
Representative:	
Vessel Name:	
Vessel Registration:	
MMSI Number:	
LOA-BEAM-DRAFT:	/ /
Date of Last survey:	
Departure Port:	
Landing Port:	

## Rates (excluding GST and Expenses)

<b>Delivery Rate:</b>	<b>\$600.00 per day</b>
<b>Onshore Rate:</b>	<b>\$250.00 per day</b>
<b>Onshore Non-Live Aboard Rate:</b>	<b>\$385.00 per day</b>
<b>Estimate of Fees:</b>	
<b>Deposit of 50%</b>	

## Payment Details

Name: Southern Ocean Sailing Pty Ltd (ACN 624 509 280)  
Bank: NAB 250 York Street Albany WA  
BSB: 086518  
Account Number: 820799620

## Execution

**By signing below (or by the Representative signing on behalf of the client), the client agrees to the Terms and Conditions described in this Agreement:**

Client Signature: .....

Date:                    \_ / \_ / \_ \_ \_ \_

Southern Ocean  
Sailing Signature: .....

Date:                    \_ / \_ / \_ \_ \_ \_

## Terms and Conditions of Agreement

### 1) Provision of Services

The client engages Southern Ocean Sailing to collect the Vessel from the Departure Port and deliver the Vessel to the Landing Port (**Services**).

### 2) Calculation and Payment Fees

2.1. Southern Ocean Sailing provides an estimate only of the fees to perform the services based on all available information.

2.2. At the completion of the delivery the Client agrees to pay Southern Ocean Sailing, within 7 days of invoicing, the Rates quoted for the actual number of days as calculated by Southern Ocean Sailing and expenses as described in section (3).

2.3. The onshore rate applies to seeking shelter, rest and repairs in Port and applies to the days in transit to the Departure Port and from the Landing Port.

2.4. All prices quoted are exclusive of GST and the Client agrees to pay all applicable GST.

2.5. All quoted fees and costs are payable in Australian Dollars.

### 3) Expenses

The Rates are exclusive of all airfares from Albany, Western Australia to Departure Port and from Landing Port to Albany, Western Australia, transfers, entry and exit fees, marina fees, recovery costs and yacht consumables including fuel, parts and repair costs. The client is solely responsible for all Expenses.

### 4) Deposit

The client must pay Southern Ocean Sailing deposit equal to 50% of the Estimate of Fees **within 24 hrs of acceptance**.

**5) Presentation of Vessel**

The Vessel must be presented to Southern Ocean Sailing at the Departure Port:

5.1. With current Australian or Country of origin Registration.

5.2. In full compliance with all legislative and regulatory requirements (whether local or international)

5.3. In a seaworthy condition with all systems in full working order.

Southern Ocean Sailing reserves the right to refuse to carry out the Services, if in its sole determination, the Vessel fails any pre-departure inspections or requirements. On shore rates apply until the vessel meets 5.3.

**6) Routing**

Southern Ocean Sailing solely reserves the right to deviate from the proposed route or ports of call if necessary in the interest of the safety of the vessel and crew or to seek repairs.

**7) Insurance**

The vessel must be fully insured for operation by a person other than the registered owner without the registered owner being on board. The Client must provide to Southern Ocean Sailing a copy of the Certificate of Currency and confirmation from the Client's insurer endorsing Southern Ocean Sailing's appointed skipper.

**8) Power of Attorney**

By signing this agreement, the client grants Southern Ocean Sailing as power of attorney for the Vessel Management but excluding all rights of assignment or transfer.

**9) Exclusion of Liability**

To the extent permitted by Law, Southern Ocean Sailing is not responsible for any damage, loss or claim of any kind and the Client does not under any circumstance have any cause of action against or right to claim right to recover from Southern Ocean Sailing for any damage, loss or claim caused by Southern Ocean Sailing.

**10) Client's Indemnity**

The Client indemnifies Southern Ocean Sailing from all damage, loss or claim suffered by Southern Ocean Sailing as a result of the Clients breach of this Agreement.

**11) Interest**

Unless prior arrangements have been made, Southern Ocean Sailing may charge the Client interest on the amount of any outstanding 30 days after an account has been given to the Client. The rate of interest is equal to the Cash Rate Target specified by the Reserve Bank of Australia, as at the date of the account plus 5%.

**12) Lien**

Southern Ocean Sailing may retain possession of the Vessel until the Client has paid all outstanding costs and expenses, due by the Client.

**13) Warranty of Authority**

Each person signing this Agreement as an agent of any party by doing so warrants to the other party that as at the date of so signing, the person has full authority to sign this agreement on behalf of that party.

#### **14) Termination**

Southern Ocean Sailing may terminate this Agreement immediately if the Client fails to comply with any of its obligations under this Agreement. If terminated the Client will reimburse Southern Ocean Sailing for all expenses incurred up to the time of termination.

#### **15) Dispute resolution**

- 15.1. If a dispute arises in connection with this Agreement, a party to the dispute must give the other party a notice specifying the dispute and requiring resolution under this clause.
- 15.2. If the dispute is not resolved within 7 days of service of that notice, the dispute must be submitted to mediation. The mediation must be conducted in Perth Western Australia in accordance with the last published Mediation Rules of the Resolution Institute of Australia.
- 15.3. If the parties have not agreed upon the mediator and the mediator's remuneration within 7 days of the service of the notice the mediator is the person appointed and the remuneration of the mediator is the amount or rate determined by the President of the Western Australian Law Society.
- 15.4. The parties must pay the mediators remuneration in equal shares. Each party must pay its own costs of mediation.
- 15.5. If the dispute is not resolved within 28 days after the appointment of the mediator, the parties are deemed to have discharged their obligations pursuant to this clause only.

#### **16) Force Majeure**

- 16.1. For the purpose of this clause an Event of Force Majeure means any occurrence beyond reasonable control of the party affected by it and, without limiting the generality of the above, includes:
  - (a) An act of public enemy, a war (declared or undeclared), explosion, insurrection, public riot, civil commotion, military action and any act of sabotage;
  - (b) a strike, blockade, lockout, industrial action, dispute or disturbance of any kind;
  - (c) an act or restraint of any government or government authority, including foreign governments and authorities;
  - (d) an act of God
  - (e) a storm, tempest, lightning, fire, flood, earthquake or any other natural calamity;
  - (f) unavailability of equipment or suppliers where their availability was not reasonably within the control of the party affected by their unavailability.
- 16.2. If Southern Ocean Sailing is unable to perform, either wholly or in part, any of its obligations under this Agreement due to an Event of Force Majeure, Southern Ocean Sailing is not liable, and its obligations under this agreement are suspended for so long as that Event of Force Majeure renders it unable to perform its obligations.

#### **17) General**

- 17.1. Each provision of the Agreement is separate and severable from the provisions in the Agreement. If any part of this Agreement is found to be invalid or unenforceable, it is severed and the remainder of this Agreement remains effective.
- 17.2. No party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of all the other parties.
- 17.3. This agreement is governed by and construed in accordance with the Laws of Western Australia.