Board My Boat Ltd – Terms of Use

Version 6 | Last updated: 12 October 2026

These Terms of Use ("Terms") govern your access to and use of the BoardYourBoat Platform (including the website boardyourboat.com, any mobile applications and related services) operated by Board My Boat Ltd (NZBN 9429047054134) ("Board My Boat", "we", "us", or "our"). By accessing or using the Platform you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use the Platform. Our legal representation is provided by **Martelli McKegg**, Barristers and Solicitors, Auckland, New Zealand.

Board My Boat operates solely as an online marketplace that connects Owners, Captains and Guests. We do not own, operate or control the vessels. We give no warranty as to vessel condition or User conduct.

1. About the Platform and Our Role

1.1 Board My Boat operates a peer-to-peer marketplace that connects boat owners ("Owners"), captains and crew ("Captains"), and guests ("Guests") for the purpose of boat charters, rentals and on-water experiences that take place on board the vessel.

1.2 Board My Boat operates solely as an online marketplace and facilitation platform. We are not a party to any rental, charter or other agreement between Users. We do not own, operate, manage, maintain, inspect or control the vessels listed on the Platform (unless expressly stated otherwise).

1.3 We do not guarantee the existence, quality, safety, seaworthiness, suitability, legality or condition of any vessel, or the accuracy of any listing, review or User-generated content. Any reference to vessels being "personally surveyed", "vetted" or "known to us", or to Captains being "background-checked" or "licensed", indicates only that we may perform limited discretionary checks and does not constitute a warranty or assumption of responsibility.

1.4 "Users" means Owners, Captains, Guests, Members, Managers, Ambassadors, Charter companies, third-party clients and any other person who accesses or uses the Platform.

The Platform covers on-board activities only. Board My Boat is not responsible for any incidents arising from third-party or off-vessel activities. Any such activities are the sole responsibility of the third-party provider and the Users who participate.

2. Scope of Services – On-Board Activities Only & Third-Party Activities

2.1 The Platform facilitates bookings for the use of vessels and for activities that occur on board those vessels (on-deck and aboard).

2.2 **Board My Boat Ltd is not responsible for any incidents, injuries, losses, damages, claims or liabilities arising from third-party activities or experiences.** Third-party activities and experiences that take place off the vessel are outside the scope of the Platform. This includes, without limitation: shore-based tours, winery visits, restaurant bookings or land excursions; helicopter, seaplane or other air transfers; independent scuba, diving or snorkelling operations that leave the vessel; land transport, car rentals or transfers; and any other activity that is not conducted on board the vessel itself.

2.3 Board My Boat does not arrange, provide, control, supervise or insure any off-vessel third-party activity. Such activities are the sole responsibility of the relevant third-party provider and of the Users who choose to participate. Any contract for an off-vessel activity is strictly between the User and the third-party provider.

2.4 Listings or messages on the Platform may mention or link to third-party off-vessel experiences for convenience only. Such mentions do not constitute a recommendation, endorsement or assumption of responsibility by Board My Boat.

Users must be 18+. KYC and identity verification form part of our RDTI Program and support proactive hazard prevention, clear onboard responsibilities, and alignment with recognised maritime safety standards. Participation by Owners, Managers, Ambassadors, Charter companies and third-party clients may form part of collaborative RDTI activities. Nothing in these Terms is tax advice.

3. Eligibility and Identity Verification (KYC)

3.1 You must be at least 18 years of age to create an account or use the Platform.

3.2 By using the Platform you represent and warrant that you have the legal capacity to enter into binding contracts and that all information you provide is accurate and complete.

3.3 **Know Your Customer (KYC) and Identity Verification.** As part of our Research, Development, Technology & Information (RDTI) Program and our commitment to proactive hazard prevention, Board My Boat may require Users (including Owners, Managers, Ambassadors, Charter companies, Captains, Skippers, Crew, Guests, Members and third-party clients) to complete identity verification and related safety checks. These processes support clear allocation of responsibilities on board, alignment with recognised maritime safety standards (including principles reflected in SOLAS, the ISM Code, STCW, national equipment requirements for personal flotation devices and throwable devices, and accepted safe-operator practices), and improved situational awareness across embarkation, disembarkation, ports of call and destination locations.

3.4 KYC and verification steps may include collection of government-issued identification, proof of relevant qualifications or certifications, vessel registration and insurance details, and emergency contact information. Participation in these processes by Owners, Managers, Ambassadors, Charter companies and third-party clients may form part of collaborative RDTI activities undertaken by Board My Boat. Nothing in these Terms constitutes tax advice; eligibility for any RDTI tax incentives remains subject to applicable New Zealand law and the determination of the relevant authorities.

3.5 Failure to complete required verification steps when requested may result in restricted access to certain Platform features, suspension of listings, or termination of account privileges.

You must keep your login credentials secure. You are responsible for all activity under your account. We may suspend or terminate accounts that breach these Terms or pose a risk.

4. Accounts

4.1 You must create an account to access certain features of the Platform.

4.2 You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

4.3 You must notify us immediately if you become aware of any unauthorised use of your account.

4.4 We reserve the right to suspend or terminate accounts that violate these Terms or that we reasonably believe pose a risk to the Platform or other Users.

Membership is by invitation. Fees are non-refundable (except as required by law). Membership does not change the nature of the Platform as a facilitation marketplace. All protective clauses continue to apply to Members.

5. Ocean Voyage Collective Membership

5.1 Board My Boat may offer a membership programme known as the Ocean Voyage Collective (or any successor name) ("Membership").

5.2 Membership is by invitation or personal referral and is subject to acceptance by Board My Boat at its sole discretion.

5.3 Membership benefits may include priority access to certain vessels, concierge services, enhanced privacy features, and other benefits as described on the Platform from time to time. Benefits may be changed, suspended or withdrawn at any time.

5.4 Membership fees will be as stated on the Platform or in the membership invitation at the time of purchase or renewal. All fees are payable in advance and are non-refundable except where required by New Zealand law or as expressly stated by us in writing.

5.5 Membership renews automatically for successive periods of the same length unless cancelled by the Member in accordance with the cancellation process made available on the Platform or by written notice to us before the renewal date.

5.6 Board My Boat may terminate or suspend a Membership immediately if the Member breaches these Terms, fails to pay fees when due, or for any other legitimate reason.

5.7 Membership does not alter the fundamental nature of the Platform as an online marketplace and facilitation platform. All protective provisions of these Terms continue to apply in full to Members.

5.8 Any concierge or additional services provided to Members are provided on an "as is" basis and do not create any additional duty of care beyond that set out in these Terms.

Bookings are contracts between Guest and Owner only. Board My Boat is not a party. Owners are responsible for listing accuracy. Circumventing the Platform is prohibited.

6. Listings and Bookings

6.1 Owners (and where applicable Managers, Ambassadors or Charter companies) may create listings for vessels they own or are authorised to offer. They are solely responsible for the accuracy, completeness and legality of their listings.

6.2 Bookings are contracts formed directly between the Guest and the Owner (and any Captain where applicable). Board My Boat is not a party to those contracts.

6.3 We may provide tools to facilitate enquiries, bookings, messaging and payments, but we do not control the outcome of any booking.

6.4 Contact details between Users are normally shared only after a booking is confirmed. Users must not attempt to circumvent the Platform by exchanging contact information for the purpose of completing a transaction outside the Platform.

Payments are processed by third parties. Cancellation/refund rules are set by the Owner. Board My Boat is not responsible for refunds except where required by law or expressly agreed.

7. Payments, Fees and Cancellations

7.1 Payments for bookings are processed through third-party payment providers. We may act as limited payment collection agent for Owners to facilitate the transfer of funds.

7.2 Service fees (if any) will be disclosed at the time of booking.

7.3 Split-payment, group-payment and "book now, pay together" options may be available subject to additional terms disclosed at the time of use.

7.4 Cancellation and refund policies are set by the Owner (or displayed at the time of booking) and form part of the contract between Guest and Owner. Board My Boat is not responsible for administering refunds except where we expressly agree to do so or where required by law.

7.5 Owners are responsible for any taxes arising from their earnings on the Platform.

7.6 Membership fees are additional to any booking or service fees and are governed by Section 5.

Google Maps is used. Precise location is collected only with your permission. Some features require location access.

8. Location Services and Google Maps

8.1 The Platform uses Google Maps and related Google services. Your use of those features is also subject to Google's Terms of Service and Privacy Policy.

8.2 Precise location data is collected only with your permission. Some features, including navigation and emergency assistance, require location access to function properly.

*Emergency features are a convenience only. No guarantee of response. You remain solely responsible for following official emergency procedures. Urgent NZ contacts: 111, VHF 16, or *500.*

9. Emergency Assistance Features

9.1 The Platform may include features that allow you to request assistance from maritime rescue authorities, including New Zealand Coastguard (Coastguard Tautiaki Moana) and Auckland Coastguard (or equivalent services in the relevant jurisdiction).

9.2 These features are provided solely as a convenience. We do not guarantee that any emergency request will be received, transmitted, processed or responded to by any authority.

9.3 You remain solely responsible for following official emergency procedures and for the safety of yourself and others. Use of emergency features does not create any duty of care on the part of Board My Boat beyond what is required by applicable law.

For urgent marine emergencies in New Zealand, call 111, use VHF Channel 16, or dial *500 from your mobile phone.

New Zealand law governs. Voyages may engage multiple jurisdictions. Users remain responsible for compliance in every relevant country. We give no legal advice.

10. Maritime and Cross-Border Legal Considerations

10.1 The Platform is operated from New Zealand and these Terms are governed by New Zealand law. However, vessels, Users and voyages may engage the laws of more than one country.

10.2 Maritime activities can be subject to the laws of the flag state of the vessel, the coastal state or port state, the country of nationality or residence of the parties, and international maritime conventions.

10.3 Users are solely responsible for ensuring that any voyage, charter or on-board activity complies with all applicable laws and regulations of every country whose jurisdiction is engaged.

10.4 Board My Boat does not provide legal advice on the maritime or regulatory requirements of any country. Users should obtain independent professional advice where voyages involve more than one jurisdiction (particularly between New Zealand, Australia, the United Kingdom, Canada and the United States).

10.5 Nothing in these Terms limits any mandatory rights a consumer may have under the laws of their country of residence that cannot be excluded by contract.

Maritime activities involve significant inherent risks. By using the Platform you voluntarily assume those risks. Guests and Owners each participate / offer vessels entirely at their own risk.

11. Assumption of Risk – Maritime Activities

11.1 Maritime activities involve inherent and significant risks, including but not limited to collision, grounding, sinking, fire, explosion, weather events, equipment failure, man-overboard, injury, illness, death, damage to vessels or property, and pollution.

11.2 By using the Platform and participating in any booking or on-board activity, you acknowledge and voluntarily assume all risks associated with maritime activities, whether known or unknown, foreseeable or unforeseeable, and whether arising from the negligence of any person or otherwise (to the maximum extent permitted by law).

11.3 Guests acknowledge that they participate in any charter, rental or on-board experience entirely at their own risk.

11.4 Owners acknowledge that they offer their vessels and accept Guests entirely at their own risk.

Owners bear full responsibility for vessel condition, safety, insurance and crew. Guests are responsible for their own conduct. Misuse of the Platform (including emergency features) is prohibited.

12. User Responsibilities and Conduct

12.1 Owners (and where applicable Managers, Ambassadors or Charter companies) are solely and exclusively responsible for: the condition, seaworthiness, safety, maintenance and suitability of their vessels; holding all required licences, registrations, certifications and insurance; complying with all applicable maritime, safety, crewing, environmental and regulatory requirements; the acts and omissions of any Captain or crew; any damage, injury or death arising from the use of their vessel; clearly distinguishing on-board activities from third-party off-vessel experiences; and warranting that they maintain adequate hull, P&I and third-party liability insurance.

12.2 Guests are solely responsible for their own conduct and the conduct of their party; complying with maritime rules and the Owner's instructions; ensuring any required qualifications for self-drive; understanding that off-vessel activities are outside the Platform's scope; and any damage or injury they cause.

12.3 All Users agree not to use the Platform for any unlawful purpose; post false or fraudulent content; share contact details to circumvent the Platform; misuse emergency-assistance features; harass other Users; or interfere with the Platform.

Board My Boat provides no insurance. Owners must maintain adequate cover. Guests should obtain their own personal cover. Users waive subrogation rights against Board My Boat.

13. Insurance

13.1 Board My Boat does not provide, arrange or underwrite any insurance for vessels, Guests, Owners, Captains, or activities.

13.2 The Platform may offer or facilitate access to optional charter-grade or other third-party insurance products at the time of booking. Any such insurance is provided solely by third-party insurers. Board My Boat makes no representations about the availability, scope, adequacy, terms or validity of any insurance product.

13.3 Owners warrant that they maintain adequate hull, protection & indemnity (P&I), and third-party liability insurance appropriate for the vessel and activities offered, and must provide evidence upon reasonable request.

13.4 Guests are solely responsible for obtaining any personal accident, travel, or other insurance they consider appropriate.

13.5 Board My Boat shall have no liability whatsoever arising from the existence, absence, terms, or failure of any insurance policy.

13.6 To the maximum extent permitted by law, each User waives any right of subrogation that their insurer may have against Board My Boat Ltd.

In any significant incident, protect life and property first, notify authorities, notify Board My Boat within 48 hours, cooperate with investigations, and preserve evidence.

14. Incident Reporting and Cooperation

14.1 In the event of any accident, injury, death, vessel damage, pollution incident, or other significant event, the relevant Users must immediately protect life, property and the environment; notify the appropriate authorities; notify Board My Boat in writing as soon as reasonably practicable (and in any event within 48 hours); cooperate fully with any investigation by authorities or by Board My Boat; and preserve and not destroy any relevant evidence, documents or data.

14.2 Failure to comply with this section may constitute a material breach of these Terms.

Owners are solely responsible for pollution prevention and response. Board My Boat has no liability for pollution or environmental damage.

15. Pollution and Environmental Damage

15.1 Owners are solely responsible for preventing and responding to any pollution or environmental damage arising from their vessel.

15.2 Guests must not cause or contribute to any pollution and must follow all reasonable instructions regarding waste and discharges.

15.3 Board My Boat has no liability for any pollution or environmental damage arising from a vessel or from any User’s acts or omissions.

Board My Boat is not liable for delays or failures caused by events beyond its reasonable control. Weather-related cancellations are a matter between Guest and Owner.

16. Force Majeure

16.1 Board My Boat shall not be liable for any failure or delay resulting from circumstances beyond its reasonable control, including acts of God, natural disasters, extreme weather, pandemics, government actions, war, terrorism, civil unrest, strikes, or failure of utilities or telecommunications.

16.2 Cancellation or interruption of a booking due to weather, sea state, or other natural conditions is a matter between the Guest and the Owner and does not create any liability for Board My Boat.

You own your content but grant us a licence to use it. You are responsible for ensuring your content is lawful and non-infringing.

17. User Content

17.1 You retain ownership of content you post. By posting content you grant Board My Boat a worldwide, non-exclusive, royalty-free licence to use, reproduce, display, distribute and adapt that content as needed to operate and promote the Platform.

17.2 You are solely responsible for the content you post and warrant that it does not infringe any third-party rights or violate any law. We reserve the right to remove any content that breaches these Terms.

Platform content, software and branding are owned by or licensed to Board My Boat and protected by intellectual property laws.

18. Intellectual Property

All content, software, trademarks, logos and branding on the Platform (excluding User Content) are owned by or licensed to Board My Boat Ltd and are protected by New Zealand and international intellectual property laws.

You release Board My Boat from claims arising from vessel condition, maritime incidents, injury or death, pollution, User acts, off-vessel third-party activities, emergency features, and Membership services (to the maximum extent permitted by law).

19. Release and Waiver

To the maximum extent permitted by law, each User hereby releases, waives, discharges and holds harmless Board My Boat Ltd and its officers, directors, employees, agents and affiliates from any and all claims, demands, causes of action, damages, losses, costs and expenses (including legal fees) arising out of or related to: the condition or operation of any vessel; any maritime incident; any personal injury, illness, death or property damage; any pollution; the acts or omissions of any User; any off-vessel third-party activity or experience; the use of, or inability to use, any emergency-assistance feature; any listing or content on the Platform; any claim by a third party who is not a User; and any Membership benefits or concierge services. This release does not exclude liability for Board My Boat’s own gross negligence or wilful misconduct where such exclusion is prohibited by law.

The Platform is provided "as is". We disclaim all warranties. We do not warrant that emergency or location features will always function correctly.

20. Disclaimer of Warranties

To the maximum extent permitted by New Zealand law, the Platform (including any Membership benefits) is provided on an "as is" and "as available" basis. We disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, title and non-infringement. We do not warrant that the Platform will be uninterrupted, error-free, secure, or that location or emergency features will always function correctly.

Our liability is limited to the maximum extent permitted by law. Aggregate liability is capped at fees paid in the preceding 12 months (or NZ$500). Certain non-excludable liabilities under NZ law remain.

21. Limitation of Liability

21.1 To the fullest extent permitted by New Zealand law, Board My Boat Ltd and its officers, directors, employees, agents and affiliates shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any loss of profits, data, goodwill, business opportunities, vessel value, or personal injury or death, arising out of or related to your use of the Platform, any booking, the condition or operation of any vessel, any act or omission of any User, any maritime incident, pollution, any off-vessel third-party activity or experience, emergency feature, force majeure event, or Membership service.

21.2 Our total aggregate liability for any claim arising out of these Terms or the Platform shall not exceed the total fees you have paid to us in the twelve (12) months preceding the claim (or NZ$500 if no fees have been paid).

21.3 Nothing in these Terms excludes or limits liability for death or personal injury caused by Board My Boat's negligence where such exclusion is prohibited by the Consumer Guarantees Act 1993; fraud or fraudulent misrepresentation; or Board My Boat's own gross negligence or wilful misconduct where exclusion is prohibited by law.

You indemnify Board My Boat against claims arising from your use of the Platform, your breach, disputes with other Users, content you post, vessel damage, injury, pollution, off-vessel activities, and related matters. This survives termination.

22. Indemnity

22.1 You agree to indemnify, defend and hold harmless Board My Boat Ltd and its officers, directors, employees, agents and affiliates from and against any and all claims, losses, damages, liabilities, costs and expenses (including full legal fees on a solicitor-client basis) arising out of or related to your use of the Platform, your breach of these Terms, any dispute with another User, your violation of any law, any content you post, any damage to a vessel or property, any personal injury or death, any pollution, any off-vessel third-party activity or experience, any claim by a third party, any failure to maintain adequate insurance (Owners), or your Membership.

22.2 This indemnity survives termination of these Terms and your use of the Platform.

We may suspend or terminate access for breach or risk. Protective clauses survive termination.

23. Suspension and Termination

23.1 We may suspend or terminate your access to the Platform (including any Membership) at any time if you breach these Terms, if we believe your conduct poses a risk, or for any other legitimate reason.

23.2 Upon termination your right to use the Platform and any Membership benefits ceases immediately.

23.3 Clauses that by their nature should survive termination (including assumption of risk, release, limitation of liability, indemnity, insurance warranties, and governing law) shall survive.

We may update these Terms. Continued use after changes constitutes acceptance.

24. Changes to These Terms

We may update these Terms from time to time. The updated version will be posted on the Platform with a revised "Last updated" date. Continued use after changes become effective constitutes acceptance of the revised Terms.

New Zealand law applies. New Zealand courts have exclusive jurisdiction (subject to non-excludable consumer rights).

25. Governing Law and Dispute Resolution

25.1 These Terms are governed by the laws of New Zealand.

25.2 Subject to any non-excludable rights under the laws of your country of residence, the New Zealand courts have exclusive jurisdiction over any dispute arising out of or in connection with these Terms or the Platform.

25.3 Nothing in these Terms affects any mandatory rights you may have as a consumer under the laws of Australia, Canada, the United Kingdom, the United States or any other country that cannot be excluded by contract.

Invalid provisions are severed. These Terms + Privacy Policy + booking terms form the entire agreement. No waiver by silence. Assignment restricted.

26. General

26.1 If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

26.2 These Terms, together with the Privacy Policy and any additional terms presented at the time of booking or membership purchase, constitute the entire agreement between you and Board My Boat regarding the Platform.

26.3 Our failure to enforce any right or provision will not constitute a waiver of that right or provision.

26.4 You may not assign your rights or obligations without our prior written consent. We may assign our rights and obligations without restriction.

Legal queries go to Martelli McKegg.

27. Contact

Questions about these Terms may be sent to our legal representatives:

Martelli McKegg, Barristers and Solicitors
Level 20, HSBC Tower
188 Quay Street
Auckland 1010, New Zealand
Contact: +64 9 379 7333
Office: +64 9 379 7333
Fax: +64 9 309 4112
Email: info@martellimckegg.co.nz

Emergency Contacts – New Zealand

For urgent marine emergencies, call 111, use VHF Channel 16, or dial *500 from your mobile phone.

New Zealand Coastguard (Coastguard Tautiaki Moana)

- Non-Urgent / Customer Care Phone: 0800 BOATIE (0800 262 843) (Monday to Friday, 8:30 am – 5:00 pm, excluding public holidays)
- General Email: info@coastguard.nz
- National Office Address: 165 Westhaven Drive, Westhaven, Auckland
- Media Enquiries: +64 9 303 9352 or media@coastguard.nz
- Website: www.coastguard.nz

Auckland Coastguard

- Phone Number: 09 303 9368
- Email: auckland@aci.org.nz
- Website: Auckland Coastguard

These Terms of Use (Version 6) are effective as of 12 October 2026.