



Terms & Conditions

IMPORTANT NOTICE:

Please carefully read the terms of this Cruise Contract. The terms are an integral part of the contract between passengers and the Company. When your booking/ticket is confirmed, it will be deemed at all times that you have read, understood and accepted the conditions hereof, and agreed to the terms herein contained. Attention is particularly drawn to the Company's right to exemption and limitation of liability.

1. **THE CONTRACT:** Upon payment of the fare for the agreed cruise described on the passenger ticket and the Company's brochure and subject to the other terms of this contract, Captain Cook Cruises agrees to accept the passenger or passengers named in the passenger ticket.

2. **DEFINITIONS:** (a) "Passenger" means anyone buying the passenger ticket or using it as a passenger, or anyone named on the ticket. (b) "Carrier" includes the Company and the vessel named on the passenger ticket, her owners, charterers and operators, any substituted or connecting vessel and all launches and vehicles belonging to the vessel or owners or operated by any of the above. The Company is not a common carrier. (c) "Sea" means the waterways of the Great Barrier Reef, Murray River, Fijian Islands, Sydney Harbour or such other places as the Carrier may from time to time select. (d) "Sailing" shall mean and include the time the passenger embarks on his/her cruise until the cruise is completed.

3. **GENERAL PROVISIONS:** (a) Your authority to agree. In buying the passenger ticket you state that you are authorised by or on behalf of any passenger listed on the ticket (including any minor) to agree to all the terms of this contract. (b) No transfer. This contract is between the Carrier and the passenger. It cannot be sold, assigned or transferred to any other person without prior express written consent of the Carrier. (c) No third party responsibility. This contract is only with the Carrier. No other person or Company shall be responsible in any way to the passenger. (d) Limitations apply if third party is held responsible. However if any other person or Company is held responsible, all benefits, limitations, exemptions from liability, defences and immunities referred to in this contract or under law or treaty or from any other source apply to such persons or Company and their vessels, agents, servants and employees. (e) Contract continues. This contract remains in effect for all periods when the Carrier is under any responsibility to the passenger or the passenger's property. (f) No oral changes. No addition, variations, or waiver of any of the printed terms of the contract can be effective unless it is expressed in writing and signed by the Carrier or its Authorised Agent. Any changes must refer to the passenger and ticket Number. Any waiver by the Carrier of any of its rights under this contract, or failure to assert or enforce such right cannot affect any other rights of the Carrier. It will not affect even the same right if and when the Carrier may decide to apply that right. (g) Invalid terms or applications do not affect remainder. If any term of this contract or any application are found invalid or unenforceable, this contract shall continue in full force and effect for all other purposes.

4. **PASSAGE MONEY:** (a) Payment of fare. The fare agreed between the passenger and the Carrier shall be payable as follows: (i) Two hundred dollars (Australian) deposit at the time of booking; (ii) Balance of fare at least sixty days prior to sailing date. (b) Increases. The validity of fares are detailed in the Company's brochure. (c) What is covered. The fare as agreed shall include cruise passage, food and accommodation while onboard. The fare does not include Gratuities, Drinks, Wines, Liquors, Gift Shop

purchases, Shore Excursions, Miscellaneous extras or other personal needs, or medical care. Payment for all additional goods and services must be made in cash or by credit card upon demand by the Carrier prior to the passenger's disembarkation.

5. CANCELLATION BY THE PASSENGER: The passenger shall be entitled to withdraw from the passage contract only upon the times or events set out as follows: (i) At least 60 days in advance. If the passenger gives written notice of cancellation more than 60 days in advance a handling fee of AU\$50.00 per person will be charged. (ii) From 30 days to 59 days. If the passenger gives written notice of cancellation between 30 days and 59 days before the sailing date the passenger will forfeit the \$200 deposit. (iii) From 15 days to 29 days. If the passenger gives written notice of cancellation between 15 days and 29 days before the sailing date the passenger shall be liable to pay 50% of the agreed fare. (iv) Less than 14 days. If the passenger gives written notice of cancellation less than 14 days before the sailing date, the passenger will be subject to a cancellation charge equal to 100% of the fare. (v) Cancellation fees, less the administration fee, may be applied to another cruise if completed within 12 months of the original booking.

6. NO STOPOVERS OR DISEMBARKATION AT INTERMEDIATE POINTS WITHOUT APPROVAL: FAILURE TO MAKE SAILING: (a) Unauthorised disembarkation. If the passenger interrupts the cruise and disembarks at an intermediate port or place without prior agreement or the written approval or permission of the Carrier, its servants or agents, the passenger does so at the passenger's own risk and expense. No refunds will be made in such cases. (b) Failure to make sailing. If the passenger misses any sailing of the vessel from any port, the Carrier shall not be liable for any costs, expenses or damages incurred by the passenger as a result thereof.

7. ACCOMMODATION: NO PETS OR ANIMALS: (a) Adherence to rules. All passengers must abide by all rules and regulations of this contract. Any questions a passenger may have shall be directed to the Carrier's General Agent or to the master onboard the vessel or his representatives. (b) Accommodation. Accommodation shall be designated by the Carrier, his servants or agents and shall be paid for at the regular rate for such accommodation. (c) Involuntary disembarkation of passenger. The Carrier may refuse to transport and may disembark any passenger at port at any time, due to illness, disease, injury, mental problems, vulgar or improper conduct, abuse of alcohol or drugs, refusal to obey regulations, or whose presence in the opinion of the master may be detrimental to the comfort or safety of other passengers, the vessel or the crew. The Carrier shall not be liable for any expenses incurred in declining to carry a passenger or for the involuntary disembarkation of a passenger. (d) No pets. Pets and other animals are not allowed on the vessel.

8. PASSENGER HEALTH: CARRIER NOT LIABLE FOR MEDICAL CARE OR EXPENSES WHATSOEVER: (a) Passenger is fit for the cruise. The passenger warrants that he or she is physically fit and capable of undertaking the agreed cruise. The Carrier in its sole discretion may require a Doctor's Certificate from any passenger in that regard. A certificate of Fitness to Travel is required from all passengers over 75 years of age. (b) Consent to treatment. If, in the opinion of the Carrier, a passenger is in need of medical assistance and is unable to request it, the passenger hereby consents to the Carrier making such medical arrangements as it deems necessary, at the cost of the passenger. (c) Passenger's obligation to report medical conditions. The passenger must report any pre-existing illness, disability or pregnancy or any other conditions for which the passenger may require medical attention during the course of the voyage to the Carrier or its General Agent before the passenger ticket is issued. If any such condition arises after the ticket is issued it must be reported to the Carrier, its servants or agents before boarding or as soon as such illness or disability is known. Failure to report any such condition shall completely absolve the Carrier, its servants or agents from all or any liability in respect of such condition. (d) Lack of obligation to examine passenger. The Carrier does not have any obligation to examine any passenger prior to boarding or sailing for any purpose, and the Carrier relies entirely on the passenger's warranty as to fitness herein before referred to (e) Refusal of passage. The Carrier reserves the right to refuse passage to a passenger who has failed to give proper notice of physical disability, illness or handicap requiring special care, attention or treatment or who in the Carrier's opinion is physically or mentally unfit for travel. In such event the fare will be refunded at the sole discretion of the Carrier, and the Carrier shall be entitled to deduct any expenses associated therewith. (f) Treatment at passenger's

risk. Subject to the foregoing, any medicines, surgical attendance or medical treatment furnished by a qualified Doctor or Medical service personnel (all of whom are engaged as independent contractors) designated by the Carrier or the ship's officers or other servants of the Carrier, shall be and are accepted at the passenger's sole risk, and the Carrier shall not be responsible for the quality, nature or consequence thereof.

9. CARRIER'S RIGHT TO CANCEL, SUBSTITUTE VESSELS AND CHANGE SCHEDULES AND PORTS: (a) Changes in vessels. The Carrier may at any time, without notice, cancel or change the date of sailing, or substitute vessels. The passenger shall have no claim against the Carrier by reason of any cancellation, change or delay of sailing or arrival, for hotel or board bills, travelling expenses or other loss, delay, inconvenience or expense whatsoever. The Carrier will refund the fare paid if and only if the passenger does not subsequently take passage on the delayed vessel or any substituted vessel of the Carrier. The provision of this section may only be waived by the Carrier. (b) Approximate schedules. Sailing schedules and times of arrival and departure may be altered at the discretion of the ship's master or Carrier due to unforeseen circumstances. Any costs of food and accommodation ashore are the sole responsibility of the passenger. (c) Deviations. The vessel and her master shall have the liberty to; without pilots, *tow and assist vessels, including those of the carrier in all situations, *deviate from the usual, advertised or scheduled route, * put back to or into, or to call or stop, or omit to call or stop at any port or place, on land or at sea in or out of the route of the usual, advertised or scheduled voyage, even though doing so may involve going backwards or away from the port of destination. These things may be done for any reasons which are sufficient in the judgement of the Carrier or the master, including but not limited to, offering or rendering assistance in every effort to preserve life or property. (d) Government and underwriters' orders. The vessel and the master shall have liberty to comply with all orders given by competent governmental authorities and the underwriters of the vessel and the Carrier. (e) Interruption of voyage. (i) Acts of God etc. If the vessels' voyage is interrupted or if the vessel is unduly delayed or prevented from proceeding in the ordinary course by – *acts of God, *perils of the sea, harbours, rivers or other navigable waters, *act of government or ruling authority, *epidemics, *collision, *stranding, *fire, *faults or errors of navigation or management of this or any other vessel, *seizure of the vessel under legal process, *any abrupt or unexpected increase in the cost of fuel or shortage of fuel, *war, *hostilities, *riots, *strikes or labour stoppages, or *any other cause or circumstance beyond the Carrier's responsibility and control. The Carrier shall have the right to terminate the vessel's voyage at any time without notice and for any reason whatsoever. In that event the Carrier may (at its absolute discretion, of which it shall be the sole judge) refund such proportionate part of the fare. (f) Indemnity by passenger. The Carrier shall have the right to be indemnified by the passenger for all penalties, fines, charges, losses and expenses imposed upon or incurred by the Carrier or the vessel because of the passenger, or a minor or any other person in the passenger's care.

10. REGULATIONS CONCERNING BAGGAGE & PERSONAL PROPERTY: (a) Baggage means only trunks, handbags, valise, satchels and bundles, containing wearing apparel and personal effects. (b) Limitation of shipments and liability. The Carrier does not undertake to carry as baggage any merchandise, samples, furniture, household goods, tools of trade, property belonging to any person other than the passenger, pictures, perishable goods, glassware, liquids, bric-a-brac, money, documents or valuables. The passenger states no such articles are or will be contained in any receptacle or container presented as baggage. (c) If any such baggage or articles as referred to in (a) and (b) above are shipped by the passenger as baggage, the Carrier shall have no liability as bailee or carrier or in any other capacity, either for negligence or otherwise. (d) Allowable weight or cubage. Each passenger is allowed free transportation of hand baggage not exceeding 0.5 cubic metres in volume. Each additional piece will be charged for at the Carrier's current rate. (e) Marking of baggage. Each piece of baggage shall be marked with the full name and address of the passenger. The Carrier shall not be liable for loss, damage or delay resulting from the passenger's failure to mark each piece of baggage plainly as directed. (f) Hazardous items. The passenger shall not place in baggage firearms, inflammable matter of any kind such as matches, gunpowder, cartridges, films etc. Such articles may be thrown overboard or destroyed at any time without liability. Should loss, damage or delay to the vessel, or her cargo, or to any of the passengers, the crew, or other persons onboard, be caused by dangerous articles brought by the Passenger, the passenger shall be liable for the full amount of all resulting damage. (g) Forbidden items. The passenger shall not bring onboard articles, the importation or exportation of which may be forbidden

or which do not conform to the customs or police regulations and the laws of Australia and Fiji. Should this rule be violated, the passenger shall be held liable for all resulting fines, losses, damages or delays. (h) Liquor. State liquor laws prohibit passengers from bringing supplies of liquor onboard the vessel. (i) Unclaimed baggage. Baggage remaining unclaimed on arrival of the vessel will be stored at the passenger's sole risk and expense. (j) Valuables. The Carrier is not responsible for money, jewellery, documents and any other valuables which passengers keep on their persons, in their cabins or in their baggage. (k) Insurance by passenger. The passenger is strongly recommended to obtain adequate insurance to cover his/her baggage and personal effects and all other risks.

11. LIMITATION ON CARRIER'S LIABILITY: (a) No liability for certain events. The Carrier and the vessel shall not be liable for loss, death, or delay of, or injury to, any passenger or loss or damage or delay to his baggage, personal effects or other property, arising from: *acts of God, *public enemy, *government restraint, *riots, *strikes, *lockouts, *labour troubles, whoever may be the instigators thereof, *epidemic, *civil disturbances of whatever nature, *perils of the sea, harbours, rivers, or other navigable waters, *fuel shortages or abrupt and unexpected increase in fuel costs, *collision, *stranding, *fire, *theft, barratry, or any other crime by any person, *faults or errors of navigation or management of this or any other vessel, *explosions, *breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings or supplies of the vessel or launches or vehicles or any defect of the Carrier's premises, at whatever time existing, *fault or neglect of pilots, tugs, regular members of the crew, agents, servants, independent contractors, *as particularly provided in Section 9 above, for the quality, nature or consequences of medical or surgical treatment, *any loss, damage or delay arising from inherent defect, quality or vice of the passenger's baggage or personal effects or from the insufficiency, inadequacy or absence of baggage marks or of address or description of such baggage or effects. *Any loss or damage caused by delay in, or prevention of sailing, prolongation of the voyage, deviation or stoppage in transit, or from any calls at ports or departures from the regular course of the voyage permitted by the contract, *seizure of the vessel under legal process, *any act, omission, fault or negligence of this or any other passenger, *any other cause or circumstance beyond the control of the Carrier, whether or not of the kinds listed here. (b) Limitation on Carrier's liability with respect to baggage and personal property. This liability shall not exceed one hundred Australian Dollars in the event of loss, damage or delay to any of the passenger's baggage or other property taken with him/her on the voyage.

12. OTHER OPERATORS: Whilst all care is taken, no responsibility/liability whatsoever is borne or accepted by the Company for any other operator that is included, for any reason, as part of a package holiday, or conference or meeting within the Company's Ship. The passenger agrees that any independent contractors with whom the Company so contracts provide their services subject to their usual terms and conditions.