

SPECIAL EVENTS - GENERAL TERMS & CONDITIONS

SYDNEY HARBOUR DAY & EVENING CRUISES – SPECIAL EVENT CRUISES

EFFECTIVE 14 JANUARY 2019 & SUBJECT TO CHANGE

Special Event Cruises

- Payment in full is required at time of booking
- Date changes, refunds, cruise credits and cancellations are not permitted
- 100% cancellation fees apply - no refunds or cruise credits available
- Agent commission limited
- Special prices, times, wharves and ticketing may apply - please check the web page for the relevant cruise at www.captaincook.com.au for details
- If special boarding passes are required, they must be collected directly from Captain Cook Cruises offices at least 48 hours prior to the cruise. Boarding passes can be Express Posted to your nominated postal address if confirmed 3 weeks prior to the cruise (international) or 2 weeks prior (within Australia) - additional charges apply
- It is the customer's responsibility to check the price carefully before payment is finalised
- Refer *Event Special Terms & Conditions* for special offers
- Subject to the General Terms & Conditions of carriage

Event Specials - Terms & Conditions

- Cannot be combined with any other offer
- Valid for sale for a limited time only and subject to change without notice
- Limited availability - only a select number of tickets are available at this price on any date
- May not be available on all dates within the validity period
- Payment in full is required at time of booking
- Date changes, refunds, cruise credits and cancellations are not permitted
- 100% cancellation fees apply - no refunds or cruise credits available
- Agent commission limited
- Special prices, times, wharves and ticketing may apply - please check the web page for the relevant cruise at www.captaincook.com.au for details
- If special boarding passes are required, they must be collected directly from Captain Cook Cruises offices at least 48 hours prior to the cruise. Boarding passes can be Express Posted to your nominated postal address if confirmed 3 weeks prior to the cruise (international) or 2 weeks prior (within Australia) - additional charges apply
- It is the customer's responsibility to check the price carefully before payment is finalised
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General Terms & Conditions of Carriage

1. In these conditions
 - 'Company' means Captain Cook Cruises Pty Ltd and, where the context requires, its employees or agents.
 - 'Passenger' means any person or persons on the cruise by virtue of this ticket.
2. The passenger acknowledges that during the cruise the vessel will be and remain under the absolute control of the Company and that the direction and control of the vessel and its crew is at all times the sole responsibility of the Master of the vessel. The Master of the vessel reserves the right to refuse entry of a passenger onto the vessel and to require a passenger to disembark the vessel in the Master's sole discretion. The passenger acknowledges that the Master of the vessel has the sole and absolute discretion to vary the scheduled route or destination of the cruise if for any reason the Master of the vessel considers it necessary for the safety and welfare of the vessel, its passengers and crew.

3. The Company reserves the right to:
 - Substitute any other vessel other than the one designated for the cruise (including a vessel not owned by the company) provided that the substituted vessel is of a similar type and includes similar facilities to the vessel named in the cruise;
 - To cancel or abandon the cruise either before or during the cruise, if the Company or Master of the vessel considers in their sole and absolute discretion that the cancellation is necessary for reasons of weather or in the interest of the safety and well-being of the vessel, its passengers and crew and the Company will not be liable for any loss or expense incurred by the Passenger caused by such substitution or cancellation.
4. To the extent permitted by law, the Company, its related entities, employees and agents shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with the cruise. The Passenger releases the Company for any claim whatsoever and howsoever incurred including but not limited to a claim for death bodily injury damage or loss of property during embarkation and/or disembarkation to or from the vessel and/or at all times whilst onboard the vessel itself, unless caused by wilful misconduct or reckless disregard of the Company. In the event of breach of any of these terms by the Company, or a failure in whole or in part to provide any service that the company contracted to provide (either expressly or by implication), the remedy for any such breach of any term shall be limited only to the contractual value of the performance of service or obligation that was not performed by the Company, or alternatively part value of the service where there was partial performance of the service or obligation by the Company. Any liability shall be assessed by the Company's own value of the service and/or obligation or part thereof that is the subject of any claim.
5. Passengers must not bring any alcoholic beverages or illegal substances onto the vessel.
6. Boarding pass tickets are non-transferable and non-refundable and will not be replaced if lost, destroyed or damaged.
7. Special conditions apply to private charter & event bookings. Contact the Charter department for details.
8. 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.