

## GENERAL TERMS & CONDITIONS (SYDNEY HARBOUR SCHEDULED CRUISES)

---

Issued 09 December 2020 and subject to change. Excludes private charters, special events and other promotional products that may be released from time to time.

### **Date Changes, Payments & Cancellations**

- Payment
  - Payment in full is required at time of booking unless otherwise stated or agreed
- Cancellation by the company:
  - Nil cancellation fees apply. Passengers may seek a refund from the original place of purchase or a credit can be made with Captain Cook Cruises Sydney towards another cruise within 12 months of original date of travel. If purchased through an agent, please refer to the agent's terms and conditions.
- **Date changes & cancellation by the customer**
  - Special events and promotional fares – a 100% cancellation fee applies for date changes and cancellations unless otherwise agreed
  - Full retail rates
    - Change of Date or Cancellation
      - Minimum Notice
        - Groups of 1-9 passengers: 24-hours prior to travel
        - Groups of 10 or more passengers: 7-days prior to travel
      - Cancellation or Change of Date outside the minimum notice period incur the following fees
        - Groups 1-9 passengers
          - First change – nil fee
          - Second and subsequent changes or cancellation - \$20 per person
        - Groups 10 or more passengers
          - First change – nil fee
          - Second and subsequent changes or cancellation – 30% of the cruise fare
        - Any difference in cruise price is payable by the passenger
      - Cancellation or Change of Date within the minimum notice period incur a 100% cancellation fee
    - No refunds will be made for services not availed once travel has commenced. All refund claims must be made in writing. Please note operators (other than Captain Cook Cruises Sydney) reserve the right to charge cancellation fees in addition to the above. Travel Insurance is strongly recommended.
- **Promotional Fares**
  - Cannot be combined with any other offer
  - Do not apply to special event cruises unless otherwise stated
  - 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
  - Agent commission limited
- It is the customer's responsibility to check the price carefully before payment is finalised
- Subject to the General Terms & Conditions of carriage

### **Gift Certificates**

- Cannot be redeemed within seven days of purchase
- Validity
  - Cruise Cash is valid for 3 years from the date of issue
  - Promotional offers; are valid for a specific product, for a limited sale period and travel period; cannot be used on special event cruises unless otherwise stated or in conjunction with any other special offer; are subject to availability of the fare type purchased; and exclusion periods may apply.
- Cruise Cash - the total money value of the certificate can be used towards one (1) cruise booking only and unused or expired amounts cannot be refunded or credited for other cruises or services
- At the discretion of Captain Cook Cruises, a maximum one-month extension may be possible (depending on fare type or cruise purchased) providing reservations are contacted ph +61-2-9206 1111 at least one working day (Mon-Fri 9am-5pm) prior to the certificate expiry date=. If the fare type is unavailable the purchase price of the certificate can be used towards another cruise of your choice
- Expired cruise certificates cannot be extended, refunded, exchanged or redeemed for cash under any circumstances
- Agent commission is limited

### 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.