



# General Terms & Conditions Sydney Harbour

## GENERAL TERMS & CONDITIONS - COMPREHENSIVE

SYDNEY HARBOUR DAY & EVENING CRUISES, EXCLUDING PRIVATE CHARTERS  
EFFECTIVE 24 AUGUST 2015 & SUBJECT TO CHANGE

### **Hot Deals**

### **Captains Specials**

### **Event Specials**

### **Family Bonus**

- Cannot be combined with any other offer
- Special Offers, apart from Event Specials, not valid on 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
- Payment in full is required at time of booking
- Payments are final and non-refundable
- Date changes and cancellations are not permitted
- 100% cancellation fees apply - no refunds or cruise credits available
- 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 Certificate Specials**

- Cannot be redeemed within seven days of purchase
- Valid for six months from date of issue excluding special events, unless otherwise stated
- Other exclusion periods may apply - refer each cruise offer for details
- Cruise Cash - the total money value of the certificate can be used towards one (1) cruise booking only
  - Unused or expired amounts cannot be refunded or credited for other cruises or services
- 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 or cruise is unavailable the purchase price of the certificate can be used towards another cruise of your choice
- Unused or expired cruise certificates cannot be extended, refunded, exchanged or redeemed for cash under any circumstances
- The following administration fees apply to all changes and reissued certificates: POST (Australia only) AU\$5 per certificate plus AU\$5 Express Postage; EMAIL AU\$5 per certificate.
- Cruise certificates are non-transferable
- Payment in full is required at time of booking
- Payments are final and non-refundable
- Cannot be combined with any other offer
- Valid for sale for a limited time only and subject to change without notice
- 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

### **Group Specials – Dining Cruises**

- A 10% group discount is available with a minimum of 6 paying passengers on selected public dining cruises, excluding special event cruises
- Valid on *Full Retail Price* and *Captains Specials* prices only
- When applied to a *Captains Specials* or *Full Retail Price* for 6-14 passengers
  - Refer *Captains Special* conditions
- When applied to *Captains Specials* prices for 15 or more passengers
  - Refer *Captains Specials* conditions with the following payment exception
    - 50% deposit at time of booking and minimum two weeks prior to sailing

- Balance payable two weeks prior to sailing
- When applied to *Full Retail Price* for 15 or more passengers
  - The 16<sup>th</sup> passenger or tour guide/escort may travel free of charge (available on application only)
  - 50% deposit required within seven days of booking and minimum two weeks prior to sailing
  - Balance payable two weeks prior to sailing
  - Date Change: permitted if notified 7 days or more prior to travel, subject to fare level availability. First change – nil fee, second and subsequent changes incur a \$20 per person fee. Any difference in cruise price is payable by the passenger.
  - Cancellation by the group: All payments are final and non-refundable however passenger numbers may reduce by a maximum 10% up to 2 hours prior to travel with the balance credited towards the group bar account or another cruise within six months of the original date of travel
- Agent commission limited
- It is the customer's responsibility to check the price carefully before payment is finalised
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### **Group Specials – Sightseeing Cruises**

- A 10% group discount is available for a minimum of 15 paying passengers on selected public sightseeing cruises, excluding cruises including attraction entry and special event cruises
- Available on application only
- Valid on *Full Retail Price* only
- The 16<sup>th</sup> passenger or tour guide/escort may travel free of charge
- 50% deposit required within seven days of booking and minimum two weeks prior to sailing
- Balance payable two weeks prior to sailing
- Date Change: permitted if notified 7 days or more prior to travel, subject to fare level availability. First change – nil fee, second and subsequent changes incur a \$20 per person fee. Any difference in cruise price is payable by the passenger
- Cancellation by the group: All payments are final and non-refundable however passenger numbers may reduce by a maximum 10% up to 2 hours prior to travel with the balance credited towards the group bar account or another cruise within six months of the original date of travel
- Agent commission limited
- It is the customer's responsibility to check the price carefully before payment is finalised
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### **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](http://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

### **Full Retail Prices**

- Payment in full is required at time of booking
- Cancellation by the company:
  - Nil cancellation fees applies. Passengers may seek a refund from the original place of purchase or a credit can be made with Captain Cook Cruises 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.
- General Cruises excluding Special Offers and Special Events
  - Date Changes & Cancellation by the passenger
    - Bookings less than 15 passengers
      - Date Change: permitted if notified 24 hours or more prior to travel, subject to fare level availability. First change – nil fee, second and subsequent changes incur a \$20 per person fee. Any difference in cruise price is payable by the passenger.
      - Cancellation by the passenger: All cancellations incur a \$20 per person cancellation fee. Cancellations notified less than 24 hours prior to sailing 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) reserve the right to charge cancellation fees in addition to the above. Travel Insurance is strongly recommended.
  - Group bookings of 15 or more passengers
    - Date Change: permitted if notified 7 days or more prior to travel, subject to fare level availability. First change – nil fee, second and subsequent changes incur a \$20 per person fee. Any difference in cruise price is payable by the passenger.
    - Cancellation by the group: All payments are final and non-refundable however passenger numbers may reduce by a maximum 10% up to 2 hours prior to travel with the balance credited towards the group bar account or another cruise within six months of the original date of travel.
- Documents
  - Fees apply to re-issue documents or to post special event boarding passes as follows
    - A \$5 administration fee applies to reissue documents via email
    - A \$5 administration fee and a \$5 Express Post fee applies to issue documents by post (within Australia)
- Special Events
  - 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 to Special Events - please check the web page for the relevant cruise at [www.captaincook.com.au](http://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
- Special conditions apply to all special offers - refer to the individual offer terms and conditions
- It is the customer's responsibility to check the price carefully before payment is finalised
- Subject to the General Terms & Conditions of carriage

## 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.