



## **GREAT BARRIER REEF – Solar Eclipse CRUISE TICKET CONDITIONS**

### **IMPORTANT NOTE**

Please read these Cruise Ticket Conditions carefully. All bookings and travel with Coral Princess Cruises are subject to these Cruise Ticket Conditions which effect your legal rights and are binding on you.

### **RESERVATIONS**

To make a reservation you have to complete the attached Reservation Form and pay a non refundable deposit of 10% of the fare. The balance of the fare is due sixty (60) days prior to departure.

### **CANCELLATION AND REFUND POLICY**

Notification of cancellation must be received in writing. At the time we receive your cancellation the following penalties will apply:

More than 60 days prior to departure – forfeit the 10% non-refundable deposit.

30 – 60 days prior to departure – forfeit 50% of the relevant fare

no show – 29 days prior to departure – forfeit 100% of the relevant fare

### **TRIP CANCELLATION AND INTERRUPTION INSURANCE**

We strongly recommend that all passengers purchase cruise cancellation and interruption insurance as protection against any circumstance which may force you to cancel or leave a cruise while in progress as cancellation fees will not be waived for any reason whatsoever.

### **CONTRACT**

Upon payment of the fare for the Cruise (which is described in our brochure) and the confirmation of the booking by us or our authorised travel agent a Contract is concluded between the carrier and the passenger concerning the Cruise in terms of these Cruise Ticket Conditions.

### **INTERPRETATION**

In these Cruise Ticket Conditions:-

- "brochure" means promotional material published by Coral Princess Cruises with reference to the Cruise.
- "carrier" means and includes Coral Princess Cruises, the Ship, the Ship's owners, operators, managers, charterers, agents, sub-contractors and employees.
- "Coral Princess Cruises" means Coral Princess Cruises (NQ) Pty Ltd (A.C.N. 010 908 417) of 24 Redden Street, Cairns , Queensland, Australia.
- "Cruise" means the passage agreed to be undertaken by the carrier in the Contract.
- "passenger" means each person purchasing or accepting the Contract entitled to board the ship for the Cruise.

- "Queensland" means the State of Queensland in the Commonwealth of Australia.
- "the Ship" means the Cruise Ship used by the carrier to conduct the Cruise.
- "Unexpected Event" means any act, circumstance or event beyond the control of the carrier caused or arising from but not limited to acts of God, public enemies, government restraint, riots, strikes, lockouts, labour troubles, epidemic, civil disturbances, perils of the sea, harbours, rivers or other navigable waters, fuel shortages or abrupt and unexpected increases in fuel costs, collisions, stranding, fire, lightning, storm, rough and adverse sea conditions, tidal waves, cyclones, theft, barratry or any other crime by any person, faults or errors of navigation or management of the Ship or any other vessel, explosions, breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings or supplies of the Ship or launches or vehicles or any defect of the carrier's premises, fault or neglect of pilots, tugs, crew, agents or independent contractors, port closures, delays in allocation and permits to berth the Ship at ports on arrival and seizure of the Vessel under legal process.

### **BROCHURE**

Where the brochure contains particulars of our conditions or policy concerning reservation procedures, bookings, cancellations, refunds of fares and itineraries for the Cruise then the brochure so far as they relate to those matters forms part of these Cruise Ticket Conditions and if there is any inconsistency these Cruise Ticket Conditions shall prevail.

### **NON TRANSFERRABLE**

Passengers do not have the right to transfer their rights and obligations under these Cruise Ticket Conditions. The fare paid shall not be refundable except as permitted in these Cruise Ticket Conditions and the carrier will not be liable to make any refund to the passenger if the passenger fails to embark on the Ship for the Cruise.

### **CRUISE ITINERARY**

The carrier will endeavour to follow the Cruise itinerary as described in the brochure and the passenger accepts that the carrier has the right to vary the itinerary or cancel the Cruise if the carrier considers that this is necessary as a result of some Unexpected Event or prevailing inclement weather conditions and the passenger accepts that the passenger will not be entitled to any compensation or a refund of the fare paid should this occur except as is provided for in these Cruise Ticket Conditions.

The viewing of solar eclipses can be subject to prevailing cloud and weather conditions and in booking this cruise the passenger acknowledges and accepts that weather conditions are beyond the control of the operator and that the passenger will not be entitled to any compensation or a refund of the fare paid should inclement conditions restrict or prohibit viewing of the eclipse.

### **PASSENGER HEALTH AND RESPONSIBILITY**

The passenger admits a full understanding of the nature and character of the Ship and the scope of the activities contemplated by the passenger during the Cruise (including those relating to off Ship activities such as excursions in the Ship's tenders, snorkelling and diving) and assures and undertakes to the carrier:-

- that they are in good health and well able to undertake the Cruise and the contemplated activities;
- that they will effect travel insurance sufficient to cover any limitation of liability against them imposed by these Cruise Ticket Conditions should they wish to do so;
- that they accept the risk that they may suffer from sea sickness;

- that they have disclosed any physical or mental disability requiring special attention (including the use of a wheelchair) or treatment at the time when the reservation for the Cruise was made;
- that the passenger accepts that a medical certificate certifying fitness for travel may be required at the carrier's request and if any passenger has had surgery less than three (3) months prior to sailing that passenger must submit a letter from a qualified physician stating that he or she is fit to travel and the carrier reserves the right to deny passage if a passenger requires care and attention which the carrier cannot adequately provide and this decision may be made by the carrier in its sole discretion;
- The carrier reserves the right to refuse or deny participation in activities or programmes either aboard the Ship or off Ship which are sponsored or promoted by the carrier to any passenger who has a past or present medical condition that may present risks if the passenger participates in those activities and any decision in this respect may be made by the carrier in its sole discretion;
- Any charges incurred by passengers for medical reasons including but not limited to physicians, surgeons, hospitals, off Ship accommodation, medication, diagnostic facilities, air ambulance evacuation or ground ambulance shall be the sole responsibility of the passenger;
- for the safety and comfort of passengers smoking is not permitted in the Ship except on open deck spaces outside all air-conditioned and sealed areas of the Ship;

and the passenger agrees to indemnify the carrier from and against all claims, costs, charges, fines or penalties arising as a result of any claim made against the carrier in this respect.

#### **LIMITATION OF CARRIER'S LIABILITY**

The liability of the carrier to the passenger is limited with respect to both personal injury and damage to loss of property to the full extent permitted by law and in terms of these Cruise Ticket Conditions.

The carrier accepts no responsibility or liability to the passenger for loss, death, or delay of, or injury to any passenger or loss, damage or delay to a passenger's baggage, personal effects or other property arising from or caused by an Unexpected Event.

These Cruise Ticket Conditions remain in effect for all periods when the carrier is under any responsibility to the passenger or the passenger's property. No variation or waiver of any term or condition of these Cruise Ticket Conditions will have any effect unless they are in writing and signed by the carrier. No undertaking, guarantee or warranty is given or shall be implied as to the seaworthiness, fitness or condition of the Ship.

In addition to any other limitation of liability contained in these Cruise Ticket Conditions the carrier shall have the benefit of any statutory limitation of liability available in Queensland including but not limited to the Limitation of Liability for Maritime Claims Act 1989 (Cwth).

#### **PASSENGER BAGGAGE**

All baggage brought on board the Ship by a passenger remains in the possession and control of the passenger during the Cruise and must be stored and kept in the cabin allocated to the passenger.

The carrier has made recommendations with respect to baggage in the brochure. Baggage should be prominently marked with the name and address of the passenger. The passenger must not bring on board the Ship in baggage or otherwise any dangerous or inflammable

substance including any prohibited drug or non-prescribed drug. Liquor laws prohibit passengers from bringing supplies of alcohol or liquor on board the Ship.

Baggage remaining unclaimed on arrival of the Ship will be stored at the passenger's sole risk and expense. The carrier is not responsible for money, jewellery, documents and any other valuables which passengers keep on their person, in their cabins or in their baggage and the carrier strongly recommends that passengers obtain adequate insurance to cover any loss or damage in this respect.

In no event will the carrier's responsibility or liability to the passenger for loss of baggage or personal effects exceed \$100.00 and the passenger agrees to indemnify and keep indemnified the carrier from and against any claims made against the carrier in excess of this amount in this respect.

### **RECREATIONAL ACTIVITIES**

The carrier will not be liable to passengers for any injuries or damage which occur while the passenger is participating in recreational activities aboard the Vessel or otherwise including but not limited to passenger participation in snorkelling or scuba diving programmes, swimming and all excursions. By utilising these facilities passengers agree to assume all risks associated with those activities and fully release and discharge the carrier from any and all claims, demands, damages, causes of action, present or future, resulting from or arising out of the passenger's use of or participation in those facilities. The passenger may be required to sign a release or waiver prior to undertaking these activities and the carrier will be entitled to refuse to allow the passenger to participate in those activities if the waiver or release is not signed by the passenger prior to participation in those activities.

### **APPLICABLE LAW**

Should any provision of these Cruise Ticket Conditions be contrary to or invalid by virtue of the laws of Queensland or the Commonwealth of Australia or for any other reason the relevant provision will be deemed to be severed from these Cruise Ticket Conditions and shall be of no effect but all remaining provisions shall remain in full force and effect.

So far as these Cruise Ticket Conditions constitute a contract for the supply of services then and in no event shall the liability of the carrier to the passenger for a breach of an express or implied condition or warranty in that respect exceed, at the election of the carrier:

- an obligation on the part of the carrier to supply the services again, or;
- the refund or payment to the passenger of an amount equal to the fare paid by the passenger for the Cruise.

These Cruise Ticket Conditions shall be governed in all respects by the laws of Queensland and the passenger agrees that any claims or disputes between the passenger and the carrier in connection with these Cruise Ticket Conditions shall be commenced, filed and litigated before a Court of proper jurisdiction in Queensland and if possible in the City of Townsville.