

Cruise Ticket Conditions

Please read both sides of this form before signing



K2O
Kimberley to Ocean

The following terms and conditions apply to all cruise expeditions and general charter of any vessel or tender operated by K2O Kimberley to Ocean. These Terms and Conditions affect your legal rights and are legally binding.

TERMS AND CONDITIONS

RESERVATIONS

To make a reservation please complete the Reservation form and sign these terms and conditions. For individual bookings a 20% deposit of the full booking amount is to be paid, by cheque, direct debit or credit card, this deposit is non refundable. Bookings are valid for a maximum of 7 days without deposit. The balance is due a minimum of 60 days prior to departure. For exclusive charters a 25% deposit of the full charter price is to be paid and is non refundable. Bookings are valid for 14 days without deposit, after that time the dates will be released for sale. The remaining full amount is due a minimum 90 days prior to departure. Kimberley to Ocean require a completed reservation form and signed terms and conditions from all passengers to be returned with the deposit. We recommend that clients book their flights and accommodation in Broome/Kununurra at the same time they commit to travel with Kimberley to Ocean. All prices quoted are in Australian dollars.

PASSENGER CANCELLATION

Cancellation within 60 days prior to departure or if passengers fail to arrive – the total value of the reservation is forfeited. The deposit payment is non refundable. In the case of cancellation, all other payments are non refundable unless the resultant vacancy can be filled.

TRAVEL AND MEDICAL INSURANCE

Kimberley to Ocean strongly recommends passengers arrange suitable comprehensive travel insurance at time of booking. Please ensure this includes Medivac and not just cover for medical expenses. This acts as protection from any circumstance which may force you to cancel or leave an expedition whilst it is in progress. Kimberley to Ocean accepts no responsibility for the actions of any carrier that results in the purchaser not meeting a booking condition or deadline.

ACCOMMODATION SHARE POLICY

Accommodation prices are based on twin share occupancy. Sole occupancy is charged at the normal fare plus a 50% single supplement. If the passenger later finds a companion or if Kimberley to Ocean is able to book a same sex room mate, this supplement can be waived.

CRUISE CHANGES DELAYS OR CANCELLATIONS

If the carrier cancels the Cruise prior to departure for operational reasons, the carrier will refund the fare paid. If the departure of the cruise is delayed / curtailed in excess of 24 hours, the carrier will refund part of the fare paid on a pro-rata basis less any accommodation, evacuation or re-location costs. Kimberley to Ocean will endeavour to follow the cruise itinerary and the passenger accepts that the carrier has the right to change the itinerary, the vessel or cancel the cruise as a result of a Force Majeur or prevailing inclement weather conditions. The passenger accepts that they may then not be entitled to any compensation.

LIABILITY CONDITIONS

Kimberley to Ocean provides adventure expeditions and cruises and as such the passengers may face dangers and discomfort. Should this happen each passenger should be prepared for and accept the risks involved with a trip of this nature. While all due care is taken by Kimberley to Ocean to avoid unnecessary risks it is the passengers ultimate responsibility for damages or loss of personal property or any illness death or injury. Kimberley to Ocean does not accept liability for losses, costs or out of pocket expenses suffered as a delay in delivery of services. Kimberley to Ocean does not accept liability for any breach of contract resulting from or caused by force majeure, natural disaster, act of God or unforeseen circumstances.

MEDICAL & RISKS

We strongly advise that you arrange comprehensive travel, cancellation and medical insurance, at the time of booking. Passengers with any medical conditions or dietary requirements should also make them aware to Kimberley to Ocean at the time of booking. If a medical condition is diagnosed after making the booking, passengers should make Kimberley to Ocean aware of the condition as soon as possible after receiving medical confirmation, and can ascertain that they are fit to travel. Medical ailments or accidents during the trip should be reported to the Captain immediately. Emergency evacuation is available for severe medical conditions, at the customer's expense (see Travel and Medical Insurance conditions).

FISHING EQUIPMENT - A range of quality fishing equipment is supplied for your use.

Passengers accept responsibility for any loss or damage to fishing equipment supplied. Passengers will be liable for up to \$500 replacement costs for equipment lost. Passengers are encouraged to bring their own fishing gear or lures may be purchased on board.

For more information and bookings:

Free-call 1800 210 318 or Email: cruise@kimberleycruise.com.au

Phone: (08) 9192 7185 Fax (08) 9192 7191 PO Box 5966, Cable Beach WA 6726

Website: www.kimberleycruise.com.au



PASSENGER HEALTH AND RESPONSIBILITY

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

- That they are in good health and will be able to undertake the Cruise and the contemplated activities;
- That they will effect travel insurance sufficient to cover and limitation of liability against the Operator;
- That they accept the risk that they may suffer from sea sickness;
- That they have disclosed any physical or mental disability requiring special attention 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 months prior to sailing, that passenger must submit a letter from a qualified physician stating that he or she is fit to travel. 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;
- Any charges incurred by passengers for medical reasons including but not limited to physicians, surgeons, hospitals, off vessel accommodation, medication, diagnostic facilities, air ambulance evacuation or ground ambulance shall be the sole responsibility of the passenger;
- For the safety and comfort of all passengers smoking is not permitted in / on the vessel except in nominated areas.
- And the passenger agrees to indemnify the Carrier from and against all claims, costs, charges and fines or penalties arising as a result of any claim made against the carrier in this respect.

Please be aware, a fuel levy may apply to your cruise, payable 60 days prior to departure. Please call the office for more information.

LIMITATION OF CARRIERS 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 of liability to the passenger for loss, death, or delay of, or injury to any passenger. These cruise ticket conditions remain in effect for all period when the Carrier is under any responsibility to the passenger or the passenger's property.

PASSENGER BAGGAGE

All baggage brought on board the vessel 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. Clients will be given advice on what to bring, and the weight restrictions of luggage. All baggage should be clearly labelled with the name of the passenger. No dangerous or flammable substance including any prohibited drug or non-prescribed drug. The Carrier is not responsible for baggage, money, jewellery, documents and any other valuables which passengers keep on their person, in their cabins or in their baggage. The Carrier does not accept responsibility for any loss, damage or delay to a passenger's baggage, personal effects or other property arising from or caused by an unexpected event. The Carrier strongly recommends that passengers obtain adequate insurance to cover any loss or damage in this respect.

EXPEDITION ACTIVITIES

K2O will not be liable to passengers for any injury or damage, which occur during recreational activities. This includes those activities both on and off the main vessel and associated tenders.

I/We have read the Terms and Conditions and agree to abide by them.

Signature 1..... Date.....

Name:.....

Signature 2..... Date.....

Name:.....