

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

TERMS AND CONDITIONS

RESERVATIONS

To make a reservation please complete the above Reservation form and sign the following **Terms and Conditions**. For individual bookings a 30% 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 a deposit. The balance is due a minimum of 60 days prior to departure. For whole boat or exclusive charters a 30% deposit of the full charter price is to be paid and is non refundable. Bookings are valid for 7 days without deposit, after time the dates will be released for sale. The remaining full amount is due a minimum 60 days prior to departure. Odyssey Expeditions 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 Odyssey Expeditions. All prices 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

Odyssey Expeditions strongly recommends passengers arrange suitable comprehensive travel insurance at time of booking. Please insure this includes Medivac and not just 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. Odyssey Expeditions accepts no responsibility for the actions of any carrier that results in not meeting a booking or deadline.

ACCOMODATION 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 is willing to share and Odyssey Expeditions is able to book a same sex roommate this supplement will 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 relocation costs. Odyssey Expeditions 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 Force Majeure or prevailing inclement weather conditions. The passenger accepts that they may then not be entitled to any compensation.

LIABILITY CONDITIONS

Odyssey Expeditions provides adventure expeditions and cruises and 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 Odyssey Expeditions to avoid unnecessary risks it is the passengers ultimate responsibility for damages or loss of personal property or any illness, death or injury. Odyssey Expeditions does not accept liability for losses, costs or out of pocket expenses suffered as a delay in delivery of services. Odyssey Expeditions does not accept liability for any breach of contract resulting from or caused by force of nature, 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 Odyssey Expeditions at the time of booking. If a medical condition is diagnosed after making the booking, passengers should make Odyssey Expeditions 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).

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 related 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 contemplated activities
- That they will effect travel insurance sufficient to cover any 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
- 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

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.

EXPEDITION ACTIVITIES

Odyssey Expeditions 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..... Name:..... Date.....

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