



THE STARSHIP GROUP

TERMS AND CONDITIONS

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Jarmack Holdings PTY LTD

Trading as: Starship Sydney & Starship Aqua / VIP Charter Group

TERMS & CONDITIONS: TICKETED SALES & EVENTS

Sydney Harbour day & evening cruises, excluding private charters

Effective 1st October 2017 & subject to change

DATE CHANGES, REFUNDS AND CANCELLATION FEES

- Payment in full is required at time of booking

CANCELLATION BY THE COMPANY:

- Nil cancellation fee applies. Passengers may seek a refund from the original place of purchase or a credit can be made with to Starship Sydney and/or Starship Aqua 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.

SPECIAL OFFERS AND SPECIAL EVENTS

- Payments are final and non-refundable
- Date changes and cancellations are not permitted
- 100% cancellation fees apply - no refunds or cruise credits available
- Special conditions apply to all special offers - refer to the individual offer terms and conditions
- 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.starshipsydney.com.au for details
- If special boarding passes are required, they must be collected directly from the Starship Sydney office if the address provided is not within Australia 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 within Australia only

GENERAL CRUISES EXCLUDING SPECIAL OFFERS AND SPECIAL EVENTS

- 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 Starship Sydney & Starship Aqua) reserve the right to charge cancellation fees in addition

to the above. Travel Insurance is strongly recommended and available at the time of booking.

SPECIAL EVENTS

- 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/cruise credits available) on special events
- Agent commission limited
- Special prices, times, wharves and ticketing may apply - please check the web page for the relevant cruise at www.starshipsydney.com.au for details
- If special boarding passes are required, they must be collected directly from the Starship Sydney office if the address provided is not within Australia 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 within Australia only.
- 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

- Can only be redeemed for specific gift cruise and date stated on purchase.
- 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
- Cruise certificates may be transferable on application only via our office.
- Payment in full is required at time of booking

THE STARSHIP GROUP

- 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 GERNERAL TERMS AND CONDITIONS OF CARRIAGE

- In these conditions 'Company' means Jarmack Holdings Pty trading as Starship Sydney & Starship Aqua /VIP Charter Group and, where the context requires, its employees or agents.
 - 'Passenger' means any person or persons on the cruise by virtue of this ticket.
 - 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.
- ## **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.
- 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.
 - Passengers must not bring any alcoholic beverages or illegal substances onto the vessel.
 - Boarding pass tickets may be transferable but non-refundable and will not be replaced if lost, destroyed or damaged.
 - Special conditions apply to private charter & event bookings. Contact our office on 02 92793433.
 - 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 vessels. The passenger agrees that any independent contractors with whom the Company so contracts provide their services subject to their usual terms and conditions.