

# Terms and Conditions

[www.ahoybuccaneers.com.au](http://www.ahoybuccaneers.com.au) OR [info@ahoybuccaneers.com.au](mailto:info@ahoybuccaneers.com.au) 08 9193 7650 | Terms & Conditions

## Booking & Payment

We reserve the right to amend the terms and conditions contained herein at any time. Notwithstanding, once a deposit is paid the price is honoured. Third party contractors and tour providers, are subject to change without notice.

## Booking & Payment

A booking is confirmed with lodgment and acceptance of a completed booking form and agreeing to our terms and conditions online on our website. To secure your booking a deposit of 50% is required at the time of booking. Balance is due 60 days prior to departure date and we would ask that you contact us prior to the date or on the date to organise file. A reminder will be forward to you from our software. Please feel free to call the office to place on hold a tentative booking, whilst you organize flights and/or group bookings.

## Cancellation & Refund Policy

Should a passenger(s) need to cancel their booking a 50% refund of their deposit will be given if they cancel outside of 60 days of departure. Cancellation within 60 days of departure will forfeit the total amount paid. A full or partial refund of the payments may be issued if a fully paid passenger(s) fills the resultant vacancy or in extenuating circumstances. Should a passenger(s) not be able to travel on a booked date, they can transfer to another date, subject to availability, without any cancellation penalty, outside of 30 days of departure date. Inside 30 days of departure the total value of the booking is forfeited unless the booking can be refilled or transferred to another guest for the same amount. Where passenger(s) do not arrive and notification of cancellation has not been received and responded to by our team, the total value of the booking is forfeited. If circumstances require the Ahoy Buccaneers to delay or cancel a cruise due to weather/or unforeseen circumstances, as much notice as possible will be given. Liability is not accepted for any expenses, costs or losses incurred as a result of any delays or cancellation.

## Insurance

We highly recommend that travel insurance is obtained prior to departing in case weather conditions prevent us from commencing a cruise and/or a cancellation of a cruise. It is highly recommended you have flights (should you be flying to Broome) and accommodation insurance also. It is recommended that comprehensive travel insurance, including cancellation cover and emergency evacuation insurance be taken out at the time of your initial booking if you do not have a medicare card or are not an Australian Citizen.

We have an extensive RFDS remote first aid kit on board MV Oceanic, whereby we have 24/7 support/advice via satellite phone to RFDS doctors, for any emergency treatment and for access to prescription tablets, treatments, antibiotics etc. We do have trained First Aid Staff onboard at all times and an emergency first aid Kit. However please bring all required medication with you and let staff know where it is kept in case of an emergency situation. If you require emergency RFDS evacuation, if you have an Australian medicare card then this is a free service, unless you have taken out insurance then RFDS will chase your insurer for reimbursement. If you are not an Australian citizen and coming from overseas you will need travel insurance to cover the cost. Cost is approx. \$3000 per hour so it is critical you have travel insurance cover. Please check the details carefully on your travel insurance policy as some companies do not cover unlimited evacuations. It is highly recommended to consult your doctor and then purchase sea sickness tablets prior to the charter. Ahoy Buccaneers is not liable for loss of, or damage to baggage and personal property. This information provided re insurance and emergency evacuation, is to the best of our knowledge true and correct, however as these are 3<sup>rd</sup> party provider to Ahoy, guests are strongly recommended to do their own due diligence and make their own decisions on insurance coverage, emergency evacuation etc.

## Liability

It is expected that you are aware that due to the conditions and remoteness of the regions we travel, a passenger(s) may at some point face physical discomfort and/or dangerous conditions, and accepts this as part of an adventure sailing cruise. Passenger(s) that book must tick a declaration of being in good general health and have no health issues that will impair their ability to participate in the activities expected onboard the MV Oceanic and associated travel with Ahoy Buccaneers. We acknowledge, that some guests may still like to undertake the cruise and participate in only the excursions that are deemed by the guest with captains as suitable. This information will need to be communicated to Ahoy Buccaneers at the time of booking and also should any changes to health arise prior to the cruise. We undertake to provide due care and will advise of safety precautions throughout the cruise to the best of our ability. Except where prohibited by law or statute, we accept no liability for injury to persons, which includes illness and death, nor for loss of or damage to property. We cannot be held responsible for other carriers whose actions may result in passengers failing to meet these conditions.

## Photography

Our crew, staff, journalists or photographer, may take photographs and video footage during the cruise. Should you not want you're your photo/video used in promotional material then please advise us.

## Inclusions Kimberley Cruises

All Transfers to and from the boat within Broome town site, all food, water, juice, tea / coffee and all excursions on the voyage. All transfers from Kununurra to Wyndham or vica versa. Should the guests want to do any additional private tours such as Horizontal Falls fast boat, Helicopter Tours, private cultural tours, sunset drinks/dinner Cygnet Bay then additional costs may apply. Please note Kimberley Marine Tour Operators Group are in discussions with 5 aboriginal groups re native title access to land and it is likely that Traditional Owners will introduce charges for the first time for their land use, should charges be introduced the costs will be passed onto guests. It is anticipated the cost maybe up to \$50 to \$150 per person, however no agreement and no commencement has been finalised as yet. Guests will need to BYO Alcohol and soft drinks. You can order through us for a Divers Tavern order, and they will drop these drinks to us at the latest Friday prior to your cruise date. Otherwise if you in Broome earlier you can drop your drinks to our yard the Friday prior to your cruise at 28 McDaniel rd Broome. The drinks orders will need to be placed with Divers Tavern 10 days prior (where possible). If you are on a Wyndham to Broome Cruise you will need to complete the Divers Tavern order form 4 weeks prior to your cruise date. Baggage allowance is one bag per person and as a preference a soft bag is preferred as room is limited. A back pack is recommended for shore excursions. (see suggestions of what to bring and FAQs)

## Inclusions Southern Torres Strait Island Cruises

All Transfers to and from the boat within Horn Island town site, all food, water, juice, tea / coffee and all advertised excursions on the voyage. Should the guests want to do any additional private tours, such as a helicopter ride to Cape York Peninsula, then this would be at their own cost. Alcoholic drinks and soft drinks can be placed through Ahoy booking team and we will lodge with Wongai Beach Hotel Horn Island and they will be on board day prior to your cruise date. This drink order would need to be lodged at least 1 to 2 weeks prior, to enable the hotel to fill these orders in time. Cruises depart from Horn Island and return to Horn Island. Excludes accommodation and flights to Horn Island.