ENTERPRIZE

Carriage Conditions

Thank you for your interest in sailing Enterprize. As the replica of Melbourne's 1835 founding ship Enterprize closely replicates that original schooner whilst strictly operating to 21st century maritime law and practices. You should expect at the very least a moving deck beneath your feet and challenges to your personal comfort. This is all part of the 1830's experience Enterprize offers. Please be sure you are aware of the physical demands a voyage may require and confirm if necessary that you are physically capable. After a brief introduction to the ship and her safety features we will invite you to get involved in operations of the vessel – to the extent you wish to. If you have any doubt of your physical ability to undertake the voyage you are urged to consult your medical professional for advice. We can provide your medical consultant guidelines about the shipboard conditions you may experience aboard. Please be sure of this before you sign this document. We also encourage you to ensure adequate personal medical coverage for the voyage. Although Enterprize sails to best maritime practice and law, personal injuries can happen.

- Due to medical and dietary information the 'Confirmation of Booking' is not transferable. In this case no refund will be given by Enterprize Ship Trust (*Enterprize*). Where a cancellation occurs due to circumstances preventing the *Enterprize* departing, an alternative date for the booked trip or a refund will be arranged. If you cancel the booking or fail to arrive at the time and place of departure, no refund will be given.

- *Enterprize* reserves the right to cancel or vary without notice the voyage, departure and arrival times, routes, vessels and or places and accepts no responsibility for any loss or inconvenience caused.

- You agree to present yourself at time and location as per the details outlined in your 'Confirmation of Booking'.

- You will be responsible for obtaining insurance against loss or damage of your personal effects taken aboard. *Enterprize* takes no responsibility for the loss or damage of personal effects.

- At the time of confirming the booking *Enterprize* accepts no responsibility for either assessing or monitoring whether you are medically or physically unfit to undertake a voyage on *Enterprize*. We have the right to reject your booking or your embarkation, at any time, on the grounds of medical unsuitability for the voyage and the Ship's Master shall follow any course of action he deems necessary.

- For voyages overnight and longer, you undertake to *Enterprize* that you have disclosed all known current medical conditions and dietary requirements on the Booking Form that will be emailed to you, and you acknowledge this information will be relied upon, and held in confidence, by *Enterprize*.

- You acknowledge that as a passenger you will be subject to the directions and orders of the Ship's Master throughout the entire period of the voyage. You acknowledge the complete authority of the Master of *Enterprize* during the voyage and agree that you will observe all the directions of the Master and officers of *Enterprize* during the voyage.

- The Master's decision in regard to disciplinary action including repatriation is final. Any expenses necessitated by such action and those incurred by *Enterprize* will be payable to *Enterprize* by you on demand.

- You acknowledge that, while sea voyages may be inherently hazardous and understand that *Enterprize* will undertake all reasonable effort to minimise risk of injury and damage, you waive and release Enterprize her Master and crew from all claims which but for this release and waiver you might otherwise have against the Enterprize Ship Trust, the Master and crew of Enterprize and you agree will not hold *Enterprize* responsible for damage, loss, injury or death arising from this voyage.

- You indemnify and hold harmless the Enterprize Ship Trust, its Directors, Master, servants or agents from any claim that you or your next of kin or personal representatives might otherwise make in respect of any loss, death or injury suffered by you arising directly or indirectly from the operation of the vessel or otherwise in the course of the voyage or the preparations thereof.

Enterprize Ship Trust
ABN 99 869 734 023
2 North Wharf Road Docklands Victoria 3008
sailing@enterprize.org.au www.enterprize.org.au

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Refunds Policy

Enterprize cancels

Due to weather or ship problems. In both cases the Trust will refund the customer in full – after alternative reschedule dates have been exhausted.

If an event is stopped during its operation for any reason other than the customer requesting cancellation, a pro rata refund will be paid for that portion of the event not completed. This refund will not cover customer's repatriation costs.

The customer's refund will be paid into the customer's nominated account via EFT or via credit card refund.

Customer cancels

Extended Voyages (Overnight or longer)

by notice in:	the Trust:
120 – 91 days*	refunds customer in full
90 - 46 days *	retains 25% of deposit
45 - 21 days*	retains 50% of deposit
21 days* or less	retains 100% of tariff

Day and Evening Sails

by notice in:	the Trust:
Greater than 21 days*	refunds customer in full †
8-20 days *	retains 20% of tariff †
7 days* or less	retains 100% of tariff

*'Days' refers to Calendar days, including the sailing date
† Where rescheduling is not possible

The Trust will refund the fare paid if and only if the customer does not subsequently take passage on an agreed substitute voyage of the same or lesser value.

No Refund if

Customer is denied passage by ship's master or officer of the Trust due to customer's misrepresentation of their identity, physical or medical condition, or in the course of the voyage the customer must be repatriated for a medical or physical condition.

Customer is repatriated by the ship's master for disciplinary reasons, as per Carriage Conditions.

During a voyage in progress the customer requests termination of that voyage.

Non-appearance or no written notice. 100% of fare collected is retained by Trust.

Note: Enterprize Gift and Promotional Vouchers are not transferrable to dates or events outside their individual terms and conditions, nor are they refundable.

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