



Private Harbour Cruises

Terms and Conditions



Important Conditions – Please advise all passengers:-

All passengers must arrive at the pickup location 15 minutes before departure. If any passengers are running late the cruise duration may be reduced or they may miss the charter all together. Sydney Harbour Foreshore Authority have very strict rules regarding departure times for certain wharfs.

No stiletto shoes will be permitted on board or shoes which are likely to mark the deck.

Passengers who appear under the influence of alcohol or drugs may not be permitted to board the vessel. The master of the vessel may refuse entry and a refund will not be provided.

Any damage to the vessel or vessels equipment caused by a passenger will be charged to the booking organiser.

Alcoholic beverages may not be brought onto the vessel. Alcohol may be purchased on board. Please see our menu online for further details.

Food may be brought aboard the vessel by prior arrangement. Please enquire with booking staff should you wish to bring food on board.

Please advise us before departure if your destination / cruise is a surprise for your passengers.

If you suffer from motion sickness it is advisable that you consult your doctor or pharmacist before boarding the vessel.

This vessel may only carry a maximum of 12 passengers within Sydney Harbour and 9 passengers for offshore operations. If you have any questions regarding numbers of passengers please contact us prior to your departure date.

Cancellation Policy:-

Cancellation by Private Harbour Cruises

For any reason as described within the following terms and conditions or by mutual agreement.

A full refund will be provided to the Passenger by the Company

Cancellation by the Passenger

For any reason

If cancelled < 1 week before departure time	Full refund
If cancelled < 24 hours before departure time	30% of total booking value held
If cancelled < 4 hours before departure time	50% of total booking value held

Suitable Wharfs

Some wharfs within Sydney Harbour are not suitable for all passengers. Our vessels do not have ramps between the wharf and the vessel. The gap can range between 30cm to 100cm. If you or any of your guests have any movement restrictions that may impact the ability to board or disembark the vessel please advise our team before completing the booking.

Transfers – Waiting Time

If you have booked a transfer and our schedule permits we will charge \$5/minute for late departure. Private Harbour Cruises cannot guarantee that your vessel will wait if you are late. Wherever possible Private Harbour Cruises will endeavor to wait up to 15 minutes after the confirmed departure time. If a customer fails to show up for a confirmed transfer Private Harbour Cruises will consider that to be a 'no show' and 100% of the confirmed booking fare will be charged.

Swimming

Swimming is only permitted during daylight hours when the vessel is stationary and in the absolute discretion of the crew. Parents or guardians of children under the age of 18 who participate in swimming from the vessel accept these risks on behalf of their children.

Risks include and are not limited to the following: injury and/or drowning, due to being hit by other persons, objects or boats, cold weather and water, entry and exit injuries, stings, sandbars, medical conditions, poor water quality and sharks. Each swimmer should be a competent ocean swimmer. The customer acknowledges and agrees that such recreational pursuits may involve a significant degree of risk. Recreational activities (including water activities & swimming) involve a significant risk of physical harm or personal injury including permanent disability and/or death to participants. Any such injury or loss may result not only from your actions but from the action, omission or negligence of others.

Private Harbour Cruises Booking Terms and Conditions:-

1. In these terms and conditions
 - a. 'Company' means 'Private Harbour Cruises' and where context requires, its employees or agents
 - b. 'Passengers' means any person or persons on the trip by virtue of this ticket
2. Acknowledgements
 - a. The Passenger acknowledges that during the trip the vessel will be and remain under the complete control of the Company and that the direction and control of the vessel and it's crew is at all times the sole responsibility of the Master.
 - b. The Passenger acknowledges that the Master has sole and absolute discretion to vary the scheduled route or destination of the trip if for any reason the Master considers it necessary for the safety, welfare and good order of the vessel, it's passengers and crew.
 - c. The passenger acknowledges that the Master of the vessel has the sole and absolute discretion at all times to take whatever action is necessary to protect and maintain the safety, welfare and the good order of the vessel, it's passengers and crew.
3. The company reserves the right to
 - a. Substitute any other vessel other than the one designated for the trip (including a vessel not owned by the company) provided that the substituted vessel is of similar type and includes similar facilities to the vessel named in the trip

- b. Cancel or abandon the trip including during the cause thereof, if the Company or Master considers in its or his sole and absolute discretion that the said substitution or cancellation is necessary for reasons of weather, equipment failure or in the interest of the safety and wellbeing of the vessel, it's passengers and crew and the Company will not be liable for any loss or expense incurred by the passenger caused by such situation or cancellation.
4. Liability
- a. The Company is not liable for any death, loss, damage or injury to any person or property which occurs and is attributable to or associated with
 - i. Failure to follow any reasonable direction given by the Master and / or crew of the vessel
 - ii. Failure to comply with any conditions of this contract
 - iii. Failure to comply with any warning signs
 - iv. Unreasonable or unsafe behavior
 - v. Willful misuse of the equipment or facilities of the vessel
 - vi. Intoxication of the use of prohibited drugs
 - b. The Passenger hereby expressly agrees to indemnify the Company to the extent allowed by law for any claim whatsoever and howsoever incurred including but not limited to any claim for death or bodily injury or damage or loss of property to the Passenger or belonging to the Passenger during embarkation and / or disembarkation to or from the vessel and / or at all times whilst on board the vessel itself, unless caused by willful misconduct or reckless disregard of the Company.
 - c. In the event of breach of any of the above mentioned 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 consequence of the said breach shall not be deemed to be termination of this contract. The Passengers 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 and / or obligation or part thereof that is the subject of any claim. The Company shall not be liable for any loss or damage to property or personal injury or for any indirect special or consequential damages sustained by the Passenger or any other person wheather a guest or invitee of the Passenger or not arising out of or in conjunction with the trip unless caused by the willful misconduct or reckless disregard of the Company.
5. Passengers must not bring any liquor or alcoholic beverages on the vessel
6. Personal belongings
- a. All personal belongings will be your own responsibility. Where consumer laws and other laws permits us to exclude our liability, we will not be liable for loss or damage to any luggage, property or other belongings. The passenger releases Private Harbour Cruises, its crew and personnel from any claim and liability incurred.