



Key points:

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.

You can make changes to your booking in certain circumstances. There may be charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances.

We are responsible to you for providing your holiday but there are legal limits. The Whitsundays Week is registered as an Australian company and located in Queensland, Australia it is bound by the laws governing Australia.

Read the full terms below for more information and for other important rights and obligations.

BOOKING TERMS AND CONDITIONS

This document sets out the standard booking terms and conditions of LWC PTY LTD (referred to in this document as 'TWW' and trading as '**The Whitsundays Week**'), a company registered in the Australia with ABN 86 150 158 740 whose registered address is 12 Falkinder Ave, Paradise Point 4216 QLD.

Please ensure you read this document in full before booking. Important sections are underlined. Any references to 'you' are to the you, the holidaymaker, who has contracted with TWW either in your own right or on behalf of others.

THE NATURE OF THESE TERMS

1. As soon as any payment is made, a contract will automatically arise between you and TWW, granting both parties respective duties and obligations under that contract. These terms and conditions will form the basis of the contract between you and TWW.
2. TWW reserves the right to make reasonable changes to these terms and conditions at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory requirements). Such changes will take effect when the updated terms and conditions are uploaded to The Whitsundays Week website.

BOOKING PROCEDURE

3. To make a booking, the individual nominated by the group of guests that constitute the members of that individual's crew ('the **Crew**') to be the main point of contact between TWW and the Crew ('the **Lead Booker**') should complete the booking on The Whitsundays Week website.
4. Prior to confirming the booking, the Lead Booker will be provided with details of all the facilities and costs included as part of the trip. Any bookings made are subject to our booking's conditions at all times.
5. The action of completing the booking confirms that the group and the Lead Booker agree that:



- a. TWW will contact you as soon as possible to confirm your booking, the total price due under the contract, and details of how to access additional facilities such as the date when your deposit will be due and the details of the payment plan. The confirmation will take place within 5 working days of your booking request (subject to our terms and conditions) or earlier if the selected yacht is confirmed to us;
 - b. TWW reserves the right to cancel any booking within the period of 5 working days from the time of completion of the booking should the yacht selected under that booking be unavailable for any reason whatsoever. **Please note clause 5(c) as regards the consequences of cancellation under clause 5(b);** and
 - c. TWW is not liable to reimburse the Lead Booker or the Crew for any transport costs (including airline costs) incurred by the Lead Booker or the Crew within the period of 5 working days from the time the Lead Booker completes the booking on The Whitsundays Week website where the booking is cancelled under clause 5(b). Therefore, the Lead Booker and the Crew are strongly advised to make any necessary transport arrangements following the expiration of 5 working days from the time of completion of the booking.
6. The Lead Booker, who is liable for the whole booking, confirms that through making a booking via The Whitsundays Week website they have the authority to act on behalf of the Crew and that each member of the Crew has read and agreed to all relevant terms and conditions. This is a condition of making a booking with TWW.
 7. No Lead Booker may make more than 1 booking per event week without express written permission granted from TWW's Customer Services Department. This does not apply to guests attending an event week as part of the Crew.
 8. Unless otherwise agreed by TWW, the Lead Booker must be a guest, skipper or host on the boat he or she has booked. All guests, including the Lead Booker, must be at least 18 years of age.
 9. TWW does not accept liability for the costs associated with any errors in your confirmation email that are not due to TWW and are not brought to our attention within 5 working days of the date of that confirmation email. TWW reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them and notify you of any corrections made.

CABIN BOOKINGS

10. When making a cabin booking you accept that TWW assumes all responsibility in pairing you with other cabin bookings. Although TWW shall use their reasonable endeavors to find the best fit for you, TWW can not always guarantee this. In such an event TWW will not accept requests to switch yacht or crew.

CHECKING-IN

11. Online check-in for yacht bookings will be available 8 weeks before your scheduled event date. Online check-in for cabin bookings will be available 2 weeks before your scheduled event date
12. All guests are required to check in online. Those who do not check in online will be charged an administrative fee of AUD(\$)¹⁰ to check-in on site.
13. Upon arrival at your base marina, you will be required to produce proof of identification. Guests who failed to sign in online may be required to complete a lengthier check-in process.
14. TWW operates a strict age policy, as per clause 8. As such, TWW reserves the right to reject you or anyone on your booking at check-in should it be discovered you are in fact in violation of our age



policy. In such circumstances you will not be refunded any sums paid, nor will TWW assume any responsibility for additional expenses incurred as a result of our refusal to allow you to participate.

15. In these terms and conditions, the '**Booking Ratio**' refers to any Crews' gender ratio applicable to or otherwise prevailing at the time the Lead Booker made the relevant The Whitsundays Week holiday booking, whereas the '**Checking-In Ratio**' refers to any Crews' gender ratio at the time of checking-in at any The Whitsundays Week check-in venue. In the event the Checking-In Ratio does not conform to the Booking Ratio, The Whitsundays Week reserves the right to withhold wristbands upon check-in and/or apply a AUD(\$) 200 administration fee on-site to adjust the Checking-In Ratio to conform to the Booking Ratio. The AUD(\$) 200 administration fee shall apply to each and every guest which requires adjustment and shall not be blanket administration fee applicable to the booking as a whole.
16. The Booking Ratio cannot be changed once entered. There is a possibility that TWW staff may be able to make manual changes to your booking in order to alter the Booking Ratio, but these changes cannot be guaranteed. Should any change be possible, an admin fee will be chargeable in accordance to clause 47. TWW accepts no liability if you make a mistake when entering the Booking Ratio.
17. In the event that upon arrival at any The Whitsundays Week check-in venue you attempt and/or wish to add additional crew to the crew list you provided in your booking The Whitsundays Week reserves the right to apply a AUD(\$) 200 administration fee on-site to adjust the crew list. The AUD(\$) 200 administration fee shall apply to each and every guest which requires adjustment in accordance with clause 15 above.

PRICING

18. TWW reserves the right to change the price of your booking before your booking is confirmed.
19. Any such changes will be communicated to you. TWW reserves the right to correct pricing errors after confirmation. In the unlikely event of a pricing error, we will notify you of the correct price and you will have the option to pay the correct price or cancel the booking with a full refund.
20. The default invoice price is in AUD(\$) The Whitsundays Week website does accept all AMEX, VISA and MASTERCARDS. Please see clause 24 for further information.
21. TWW can change your holiday price after you've booked, only in certain circumstances:
 - a. Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes or embarkation or disembarkation fees at ports, or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.
 - b. We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:



- 1) you must do so within the time period shown on your booking profile.
- 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place

PAYMENTS

22. You will pay TWW the sum specified in the confirmation invoice.
23. The default invoice price is in AUD(\$). If you choose to pay with GBP (£), CAD(\$), EUR(€) or USD (\$) (or any other currency) the price listed may change depending on fluctuations in exchange rates including the internal exchange rate which TWW may apply in any future payment transactions. For this reason, you are advised to pay in AUD(\$) if you do not agree to pay any price variations as a result of fluctuations in exchange rates, including the internal exchange rate which TWW may apply in any future payment transactions.
24. The payment instalment plan will vary depending on the event week and destination you have booked. You will be advised of the specific payment plan for your booking prior to confirmation. For the majority of the events the payment instalment plan shall be as follows:

For Yacht Bookings

- a. 10% of the total cost of the booking can be paid either immediately upon booking or 24 hours following the booking (by way of reservation). This will be considered a non-refundable deposit unless the booking is cancelled in accordance with clause 38
- b. 50% of the total cost of the booking must be paid no later than 30 days after the booking date; and
- c. 100% of the total cost of the booking must be paid no later than 90 days before the event begins (check your booking to see the exact date).
- d. For bookings made between 120 and 90 days before the event begins (check your booking to see the exact date), 50% of the total cost of the booking must be paid upon booking. For bookings made fewer than 90 days before the event begins, 100% of the total cost of the booking must be made upon booking.

For all Cabin Bookings

- a. the first payment of 10% of the total cost must be paid immediately upon making your booking;
- b. 50% of the total cost of the booking must be paid no later than 30 days after the booking date; and
- c. 100% of the total cost of the booking must be paid no later than 90 days before the event begins (check your booking to see the exact date).



- d. For bookings made between 120 and 90 days before the event begins (check your booking to see the exact date), 50% of the total cost of the booking must be paid upon booking. For bookings made fewer than 90 days before the event begins, 100% of the total cost of the booking must be made upon booking.
25. The payment terms for bookings with the 'Flexible Payments' tag may differ from the payment installation plan within clause 25. Please check your booking for the correct payment terms specific to your booking as the payment terms of your booking will prevail to those in these terms and conditions. For the avoidance of doubt, TWW guarantees that where your payment terms differ to clause 25, your specific payment terms will never be less favorable to those in these terms and conditions.
26. If you fail to pay an instalment by a payment due date TWW reserves the right to cancel the booking and you will not be entitled to a refund of any sums paid.
27. It is the guests' responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by TWW without a refund. If you are likely to be unable to make a payment on time you must contact TWW as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, TWW will communicate this to you in writing.
28. The first payment under clause 25(a) is payable either immediately upon booking or within 24 hours of making a reservation; if this first payment is not made the, booking will be automatically cancelled.
29. If payments are not made from an account/card in the name of the lead booker, TWW reserves right to request authorisation from the account holder.

CANCELLATION AND VARIATION POLICIES

Variation by TWW

30. As TWW's booking information is prepared well in advance, some minor aspects of your booking (e.g. change of skipper or minor itinerary amendments due to weather) may have to change closer to the time of your holiday in order to make the booking work.
31. If major changes to your booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able to either:
 - a. cancel the booking with a refund of all sums you have paid;
 - b. choose to accept the changes; or,
 - c. make an entirely new booking.

You must inform TWW of your decision within three working days of being informed of the changes made to your booking. If no action is taken TWW shall be entitled to cancel your booking and issue a full refund.

32. There is a possibility that the yacht you select when booking may not be available. Should this be the case, TWW shall notify you as soon as possible. TWW reserves the right to either cancel your booking in accordance with clause 5(b) and/or 32 or offer you a replacement yacht.
 - a. For the avoidance of doubt, if TWW offers a more expensive replacement, which contains the same capacity as the yacht you chose on booking, this shall be considered an upgrade.



- b. If you are upgraded, TWW reserves the right to downgrade you to a yacht of the same quality as that which you originally booked in the case that the upgrade offer becomes unavailable. Should this happen, TWW guarantees that you will receive the same quality and type of yacht you originally booked or better.
33. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure in which we notify you	Amount you will receive from us (\$)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

This does not exclude you from claiming more if you are entitled to do so.

Cancellation by TWW

34. TWW reserves the absolute right to cancel your booking under any circumstances. If TWW cancels your booking under this clause 35 you will be entitled to a full refund. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept TWW's offer of a replacement booking of lesser quality, then you will be entitled to a refund of the difference in price between the original booking and its replacement.
35. TWW will not cancel your booking under clause 35 after the balance due date unless you default in the payment of the balance or such cancellation is necessary as a result of unavoidable and extraordinary circumstances (see definition above).
36. In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above):

Period before departure in which we notify you	Amount you will receive from us (\$)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40
Less than 1 day	50

This does not exclude you from claiming more if you are entitled to do so.

37. TWW reserves the right to cancel your booking in the event of unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances include but are not limited to, dangerous weather conditions, fire, natural disaster, industrial actions, war, riots, and natural disasters. There may be many other such situations. In such circumstances you will be entitled to a refund of all monies paid but no compensation will be payable to you.

Cancellation by You

38. If you decide to cancel your booking;



- a. the Lead Booker must inform TWW in writing as soon as possible. Your booking will not be cancelled until TWW receives your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone during TWW's normal office hours (any week day except a public holiday between the hours of 0900 – 1730) to check that the email has been received;
- b. By making payment towards a booking but not as the lead booker, you accept that any sums paid towards the booking will not be refunded by TWW in the event you wish to cancel.

39. If you cancel your booking to a The Whitsundays Week event at any destination the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:

Yacht Bookings

- a. Within the first 24 hours of booking or reserving only – 0%
- b. From 24 hours after booking to no later than 30 days from the booking date or 90 days prior to the event date (whichever comes first): 10%
- c. Thereafter, until 91 days prior to the event date (check your booking to see the exact date): 50%
- d. Within 90 days, or less, prior to the event date (check your booking to see the exact date): 100%

Cabin Bookings - Single Cabin Booking

- a. Within the first 24 hours of booking or reserving only – 0%
- b. From 24 hours after booking to no later than 30 days from the booking date or 90 days prior to the event date (whichever comes first): 10%
- c. Thereafter, until 91 days prior to the event date (check your booking to see the exact date): 50%
- d. Within 90 days, or less, prior to the event date (check your booking to see the exact date): 100%

Cabin Bookings - Multiple Cabin Booking

- e. Within the first 24 hours of booking or reserving only – 0%
- f. From 24 hours after booking to no later than 30 days from the booking date or 90 days prior to the event date (whichever comes first): 10%
- g. Thereafter, until 91 days prior to the event date (check your booking to see the exact date): 50%
- h. Within 90 days, or less, prior to the event date (check your booking to see the exact date): 100%
- i. TWW reserves the right to cancel the additional cabins over and above the cabin already paid for.



40. The cancellation charges for bookings:

- a. flagged with a 'Flexible Payment' tag; or
- b. with a different payment structure to that detailed in clause 25 (check your booking to see the payment instalment plan relevant to your booking),

shall differ from the cancellation charges listed within clause 39. For the kind of bookings listed in this clause, the cancellation charges shall reflect your payment terms. For the avoidance of doubt and by way of clarity, where you cancel a booking of this kind, TWW shall retain all sums paid up until cancellation.

41. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by TWW. TWW may use money that you have previously paid to cover cancellation charges or to pay charges imposed by a supplier without refund to you. TWW will take reasonable steps to ensure that all costs and losses are kept to a minimum.
42. Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

Variation by You

43. If you would like to change any aspect of your booking, the Lead Booker must inform TWW as soon as is reasonably possible. You will be responsible for the additional costs we incur in catering for the changes you request. For the avoidance of doubt:
- a. skippers cannot under any circumstances be removed and are mandatory;
 - b. where you cancel a host or food package once your invoice is paid in full, no refund will be payable to you; and
 - c. the cost any extra tickets or services are not refundable
44. Please note that TWW may not be able to cater to all changes you might wish to make. All changes will be subject to availability and will be made at TWW's discretion.
45. In the event you wish to make changes to the cabin type, destination or date of a booking, changes will be made entirely at the discretion of TWW and we reserve the right to charge an administration fee of \$150 for each change.
46. Changes of yachts or dates will be treated as cancellations and charges will be applied in accordance with clause 39. However, in the event that a more expensive booking is subsequently made and the previous yacht is resold at the original booking value, the usual cancellation fee shall be waived and an administration fee of \$250 shall be levied in its place.

Adding a Host

47. Adding a host after the final payment date will incur additional charges in line with the cost incurred by TWW. These charges will vary according to destination and supply.

Change of Customer

48. If the Lead Booker or any member of your Crew no longer wish to participate in the charter or benefit from the services booked, TWW may, subject to availability, agree to a substitute customer being added to the booking. You should notify TWW in writing at least 7 days before the date of



your trip of your intention to substitute a person on the booking. However, this is subject to TWW's written acceptance of the arrangement and both the leaving and the substitute parties accepting joint and several liability for full payment of any sums outstanding for the booking.

49. Without prejudice to the applicability of clauses 15 and 38 (or any other clause in these terms and conditions) TWW reserves the right to apply a AUD(\$)²⁰⁰ administration fee in the event you request any change to be made to your booking. The AUD(\$)²⁰⁰ administration fee shall apply per change requested.
50. In requesting a change of customer pursuant to clauses 46 and 47, the Lead Booker must confirm that the new guest has read and agreed to these terms and conditions.

YACHT SPECIFICATIONS

51. You can find specifications, measurements, inventories, charter company information, and other data relating to yachts on The Whitsundays Week website which is correct at the time it is posted. However, TWW cannot guarantee that the yacht will meet the exact details described on the website.
52. If an Easy Booking has been chosen, the yacht will be allocated to you 14 days prior to your departure date. This allocation will include the yacht with all its specifications as well as the marina from which you will depart. The Easy Booking yacht you are allocated is not guaranteed and may be subject to change.
53. Pictures of yachts are intended only to give a general idea of the type of yacht you are chartering and are based on official images provided by the yacht manufacturers. Sometimes there are differences between the yacht shown in a picture on the website and the yacht you are given by the charter company. TWW cannot guarantee that your yacht will be the same as the one shown in the picture on our website. However, TWW takes misrepresentation very seriously. If you believe that a picture on The Whitsundays Week website is misleading, please inform TWW as soon as possible so that steps can be taken to fix the situation.

YACHT DEPOSIT

54. Upon arrival, the yacht charter company will require a security deposit to cover additional cleaning, loss, or damage caused to the boat. This security deposit is for the entire yacht; it is up to you and your crew to determine how this sum will be paid. This will be refunded (less any sums deducted) at the end of your trip and payment can be made by credit or debit card, although some yacht charter companies accept cash only.
 - a. Some yachts may have the option to pay a non-refundable deposit in place of the refundable security deposit; the non-refundable deposit will be a lesser sum than the refundable deposit option, however, even where no damage and/or loss occurs to the yacht, the amount you have paid will not be refunded to you under any circumstance.
 - b. For cabin bookings, it is recommended that you make the security deposit payment in cash and bring enough cash to cover your portion of the security deposit. More details about the deposit will be sent to you prior to your departure.

Any and all security deposit payments, whether refundable or not, shall be strictly between you and the charter company. TWW cannot accept liability for the return or loss of such monies.

55. At check-in you shall be required to sign the charter company's terms.



CHECKING-OUT

56. If not the whole crew, the Lead Booker and the individual who paid the deposit (unless they are the same person), must be present at check out. If absent, should the charter company deduct any sums from your deposit for damage to the yacht, the skipper will not be in a position to argue any costs not attributable to him and will be forced to sign off on the damages in order to proceed with check-out. As a result, the crew risk losing their deposit and TWW cannot accept liability for the return or loss of such monies.
57. Check out shall take place at 10:00. As such, TWW can guarantee your yacht will be back in the marina from which you departed from at this time. TWW strongly advise for onward travel arrangements to be made after this time and cannot accept responsibility for any travel arrangements made before.

ITINERARY

58. The itinerary, as provided to you, may be affected by weather conditions. Whilst we try our utmost to ensure the itinerary is followed as closely as possible, TWW cannot be held liable for deviations in the itinerary due to circumstances out of our control.
59. Your itinerary will be confirmed 4 weeks prior to the date of departure, which may be subject to change at any time. As such TWW will accept no responsibility for any additional activities or bookings you have incurred at your own expense.

TRANSFERS

60. Your booking does not include: transport to and from your home country, coach transfers between the airport and the marina, or any other type of transport unless you have selected transfers from TWW's website as an optional extra if applicable.
61. Crews who have selected coach transfers between the airport and the marina (or any other type of transfer) from TWW's website as an optional extra agree to be bound by the rules and regulations of travel and to following the reasonable instructions of the driver at all times. Failure to comply with any relevant legislation (e.g. rules relating to the consumption of alcohol or smoking while travelling by coach) or any reasonable request from either the driver or a member of TWW's staff will be treated as a breach of contract by the Crew(s) concerned. This may result in the holiday booking being terminated and/or the expulsion of the vehicle of the Crew(s).
62. Coach transfers are offered as a standalone option and are linked directly to published flight times. TWW will not, in any case, accept any responsibility for cancelled, delayed, rescheduled flight times or re-routed flights purchased through a third-party that affects the booked coach transfer. Should a booked flight be cancelled, delayed, have its flight times rescheduled or re-routed by the relevant airline, TWW cannot alter published coach transfer schedules in order to accommodate such changes since coach transfer provide transport for multiple inbound and outbound flights.
63. TWW will not monitor any changes to individual flight details. Should your flight be cancelled, delayed, rescheduled or re-routed by the relevant airline after a coach transfer has been booked, it is the responsibility of the guest(s) to inform TWW. Likewise, if flight details or transfer timings are entered incorrectly by the booker TWW shall not be liable for any direct or indirect loss or damage this causes.
64. It is the responsibility of the Lead Booker to ensure adequate time is allowed for the transfer, traffic delays and airport formalities. TWW shall not be liable for any direct or indirect loss or damage resulting from missed flights or appointments.



65. In the event that the relevant coach transfer is cancelled by TWW, the affected Crew(s) will be offered a full refund of the coach transfer cost only thereby allowing the affected Crew(s) to use this refund towards making their own travel arrangements to and from the destination.
66. Regardless of mode of transport delays can occur. By choosing to travel by transfer The Lead Booker acknowledges on behalf of their Crew that due to weather conditions, mechanical failure, traffic, an accident or some other reason, the likelihood of delay often cannot, even with all due care, be predicted or prevented. Accordingly, TWW cannot accept liability for any inconvenience or expenses you may incur as a result of such delays.

PASSPORTS AND VISAS

67. It is your responsibility to have valid travel documents. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.
68. TWW cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the booking made through TWW.

TRAVEL INSURANCE

69. TWW does not sell or organise travel insurance. You must buy travel insurance before going on holiday. You should make sure that your insurance policy covers adventurous activities such as sailing. Please read your policy carefully to ensure it complies with this requirement and covers all of the activities that you are going to be participating in. We strongly recommend your insurance covers cancellation, personal liability and loss of personal property. It is a condition of your booking that you have a suitable travel insurance policy in place. TWW accepts no liability to those who travel without travel insurance in breach of this clause. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.
 - a. In the event of your withdrawal from the holiday either before or after its commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the trip.

YOUR BEHAVIOUR/RESPONSIBILITIES

70. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties, breaches any local law, is abusive or threatening in any way, causes or is likely to cause a public nuisance or you do not follow the instructions or orders of the skipper or any other TWW representative, TWW reserves the right to immediately cancel your booking without paying you any refund whatsoever. This means, among other things, that:
 - a. your skipper could refuse to continue to work;
 - b. you may be required to leave a yacht you have booked at any time during your booking (and from this point onwards you will be solely responsible for making your own travel arrangements. We will not be held liable to you for any expenses incurred by you after our contract with you has ceased); and/or
 - c. we reserve the right, in our absolute discretion, to ban you from any future The Whitsundays Week or other TWW Group event.
71. External speaker systems are not permitted. Music must not be played in marinas after 8pm.



72. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. You accept by purchasing a holiday from TWW, your purchase is solely and fully at your own risk and accept that you are responsible for your own actions. With accepting these terms and conditions you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.
73. TWW acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and TWW accepts no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol or drugs.
74. TWW operates a zero-tolerance drug policy. If you are found in possession of illegal substances, TWW reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave the yacht you have booked at any time during your booking. TWW reserves the right to inform the relevant law enforcement authorities as we see fit.
75. You accept that the skipper allocated to your yacht is in charge of the yacht. The skipper will make decisions on behalf of the boat based on safety, the general consensus of the crew and local knowledge/experience of conditions and circumstances. TWW will not be liable for any itinerary changes made by the skipper in the interests of safety and guest experience.
76. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. You should email info@thewhitsundaysweek.com with any inquiries relating to lost property. In the event that we are able to locate lost property and arrange for its return, all costs incurred as a result of doing so must be paid to us in advance. TWW reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. TWW accepts no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.

IMAGE COLLECTION

77. TWW may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through TWW you agree that such images may be collected and used by TWW however TWW sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that TWW will retain ownership of all rights in connection with such images.
78. TWW reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in clause 78. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorised by TWW to capture content for any authorised purpose, whether for commercial or personal use.
79. If you do not wish to be on camera or video this should be brought to the attention of TWW by sending an email to info@thewhitsundaysweek.com before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.
80. By booking through TWW, you agree that any still and video images you capture during the course of your holiday will be used for personal purposes only. Unless you obtain written permission by TWW, you agree and guarantee that you will not under any circumstance use any content captured under this clause for any commercial purposes whatsoever; this does not prevent you from using content captured under this clause for your own personal uses and across your personal social



media channels only. Where you breach this clause 81, TWW reserves the right to enforce removal of this content.

OUR RESPONSIBILITY

81. When you book arrangements with TWW, even though we act as an undisclosed agent for suppliers we voluntarily accept that this is a "package". We will voluntarily extend our obligations to you to those which exist under the Package Travel Regulations to increase your protection and security.
82. TWW accepts responsibility that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services. We will use reasonable endeavours to perform our contractual obligations to you using reasonable skill and care according to the laws and regulations of the country where your holiday takes place.
83. TWW will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organisations follow local and national regulations and laws of the country in which they operate. You agree that overseas safety standards or the standard of any component of your package holiday booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home (i.e. including but not limited to air-conditioning, refrigeration, Wi-Fi and lavatories).
84. Should you require refrigeration or air-conditioning services for medical related issues, TWW must be made aware of such prior to your booking. If made aware as such, TWW will use its reasonable endeavours to try and accommodate your needs. This does not guarantee that TWW will be able to provide the necessary services to you, thus TWW shall accept no responsibility for any loss or damage incurred through its inability to meet these needs.
85. Our obligations, and those of our suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on the part of TWW in the discharge of their duties and obligations under these terms and conditions.
86. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.
87. TWW will not be liable where any failure to perform or improper performance of the travel services is due to:
 - a. you or another member of your party; or
 - b. a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or
 - c. unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability is, in all cases save for death or personal injury, limited to three times the price of the holiday booked. Our liability will also be limited in accordance with and/or in an identical manner to:



- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking. Please contact us for copies; and
- b) Any relevant international convention

Any sum received by you from suppliers will be deducted from any sum paid to you as compensation by us.

88. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.
89. TWW will not be liable for the compensation of any lost flights or reimbursement of flight costs.
90. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation TWW will have to pay you will be limited in accordance with any relevant international conventions.
91. You are obliged to assist TWW in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require.
92. TWW and those associated with it are not responsible for organising activities, excursions etc. on-site. Such activities will not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.
93. Other than as is detailed in these booking terms and conditions, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package.
94. Making a booking signifies your acceptance of the terms and conditions of The Whitsundays Week's general waiver.
95. **Please note:** this entire clause 8 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

ADDITIONAL ASSISTANCE

96. If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and



helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

EXCURSIONS

97. Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

COMPLAINTS

98. TWW maintains the highest standards in choosing yacht supplier partners. If you are unhappy with the performance of any element of a booking made through TWW, you must address your complaints to a member of TWW's staff as well as the supplier at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register any complaint at this time is likely to affect your right to compensation.
99. If you are dissatisfied with how your complaint was addressed, please contact our head office within 28 days using the contact details provided on The Whitsundays Week website.

DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

100. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. TWW cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your holiday. As such, we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us prior to booking using the contact details available on our website.
101. If you have a medical condition, mobility problem or a disability which may affect your holiday, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.

DATA PROTECTION

102. TWW will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, and improving services. TWW may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data TWW holds about you, for which TWW may charge a small fee, and to correct any inaccuracies in your information.
103. TWW maintains a full privacy policy which may be viewed on The Whitsundays Week website at all times. By booking through TWW you agree to the terms of that privacy policy.

RESELLING

104. TWW does not permit reselling of its products without prior written consent. TWW does, however, work with a select group of country managers/curators who promote TWW's products in various locations.



105. If you believe your booking may have been resold in breach of these terms and conditions, please contact The Whitsundays Week's Customer Services Department.

ENFORCEMENT

106. No failure or delay by TWW in enforcing these terms shall prevent TWW enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall not preclude further enforcement of the same, or another, term at a later date.

FINANCIAL PROTECTION – FOR BOOKINGS MADE IN AUSTRALIA

107. LWC PTY LTD is a company committed to customer satisfaction and consumer financial protection.

108. This insurance has been arranged by Allianz Australia Insurance Limited.

109. Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights.

SEVERABILITY

110. If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part-provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.



ASSIGNMENT

111. You may not transfer or assign any of your rights or obligations under these booking conditions without TWW's prior written consent.

JURISDICTION

112. Your contract with TWW shall be governed exclusively by the law of Australia. The courts of Australia shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).



Schedule 1 – Single Spot Bookings

1. This Schedule 1 applies:
 - a. where you have booked a single spot; and
 - b. in addition to all the terms in the main body of the booking terms and conditions above. For the avoidance of doubt and for clarity's sake, all terms contained in the main body of the booking terms and conditions above shall apply to the purchase of any single spot in accordance with this Schedule 1.
2. From time to time, single spots are available for purchase for TYW events. After you purchase a single spot you will not be able to transfer your single spot to another destination.
3. For the avoidance of doubt, as with any yacht or cabin booking, you are liable and responsible for all transport costs incurred to Croatia when you purchase a single spot.
4. All payment and cancellation terms relating to your purchase of a single spot in accordance with this schedule shall, in addition to all other terms in the main body of these booking terms and conditions and for the avoidance of doubt, be subject to the same payment and cancellation terms as cabin bookings.
5. If you purchase a single spot, you shall be allocated onto a shared yacht with other individuals who have purchased single spots. For the avoidance of doubt, by purchasing a single spot, you will be allocated a same sex two-person cabin to be shared with the skipper or another individual who has purchased a single spot on the allocated yacht.
6. For the avoidance of doubt, the yacht deposit policy in clause 55 above applies to all single spot purchases as well. It is recommended that you make the security deposit payment by cash and bring enough cash to cover your portion of the security deposit. More details about the deposit will be sent to you prior to your departure.
7. Your purchase of a single spot is solely and fully at your own risk.