

## **TUI TAI PASSENGER CONTRACT**

Active Fiji / Tui Tai Expeditions

PO Box 474, Savusavu, Fiji Islands / [www.tuitai.com](http://www.tuitai.com) /

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### **CONTRACT**

On receipt of cleared payment or deposit of cruise fare(s) by Tui Tai Expeditions (also trading as “Active Fiji,” “Tui Tai Adventure Cruises,” and “Tui Tai Expedition Cruises”), a binding contract shall be deemed to exist between the passenger(s) and Tui Tai Expeditions, subject to the terms and conditions herein.

### **ACCEPTANCE**

All cruise bookings are confirmed on the basis that bookings made by one person on behalf of themselves and/or other persons shall be deemed as acceptance of the conditions herein by all persons.

### **CRUISE FARE INCLUDES**

Unless otherwise explicitly specified, passenger accommodation, private or shared bathroom facilities, cruise transportation and services, meals, entertainment, soft adventure excursions, entrance fees and activities included in the cruise schedule.

### **CRUISE FARE DOES NOT INCLUDE**

Unless otherwise explicitly specified, liquor, beer, wine, soft drinks and other beverages (other than tea, coffee, and juices provided as part of a meal), scuba diving, spa treatments, boutique purchases/rentals, handicrafts or other items of a personal nature.

### **“ALL-INCLUSIVE” PACKAGES**

All-Inclusive packages may be sold and must be specified at the time of booking. “All-Inclusive” may include the following items: liquor, beer, wine, soft-drinks, scuba diving, scuba diving instruction, scuba dive gear rental, spa treatments, laundry services. Please note that some items such as premium wines, spirits and beers are part of the boutique and are not included in the all-inclusive package. Other items in the boutique are also available at extra cost, including (but not limited to): sunscreen, toothbrushes, hats, shirts, sulus and other items.

## **CRUISE OPERATIONS**

Cruise itineraries are subject to wind, tide and weather conditions and are operated at the sole discretion of Tui Tai Expeditions in the interests of the safety and welfare of the passengers, vessel and crew. The company reserves the absolute right to decline to accept or retain any person(s) on any cruise, shore excursion or other cruise activity, to cancel, amend or alter the cruise schedule or cruise itinerary, shore excursion or any other service for any reason which Tui Tai Expeditions in its absolute and sole discretion considers desirable or necessary in the interests of the vessels and or passengers safety and/or well being. Arrival and departure times at ports are provided as a guide only and in this regard no warranty, condition or guarantee, express or implied, is given or intended.

## **PASSENGER BAGGAGE AND VALUABLES**

It is recommended that baggage be kept to a minimum. All baggage must be clearly and durably marked and identified with passenger(s) name and address. Passengers should ensure that all baggage, valuables and other personal items are comprehensively insured. No intoxicating liquors, firearms, weapons, nor toxic, flammable, illegal or dangerous goods or substances shall be carried without the prior written consent of the General Manager of Tui Tai Expeditions together with the express consent of the Master of the Tui Tai vessel. Tui Tai Expeditions shall not be liable for any loss or damage, of passenger(s) baggage, valuables and/or person articles and valuables, the liability for which shall at all times remain solely with the passenger(s) and in this regard the passenger(s) shall release and indemnify Tui Tai Expeditions from any claim or liability.

## **CANCELLATION OF CONFIRMED CRUISE BOOKING(S)**

- (a) Cancellation received by Tui Tai Expeditions 91 days before departure date of the cruise to which the confirmed booking applied: No penalty.
- (b) Cancellation received by Tui Tai Expeditions between 61 and 90 days before departure date of the cruise to which the confirmed booking applied: Cancellation fee equal to 50% of fare.
- (c) Cancellation received by Tui Tai Expeditions within 60 days before departure date of the cruise to which the confirmed booking applied: Cancellation fee equal to 100% of the applicable fare(s).

(d) No Show No Refund

(e) Any refunded amounts are subject to fees imposed by credit card companies which may be up to 10% of the total transaction.

(f) Due to changes in the Fiji Airlines. Flight tickets are booked and paid in advance. Please be aware that amendments, changes or cancellations to your flights may result in penalties and that your flight costs will not be refunded.

(g) In the event that Tui Tai Expeditions purchases airfare on behalf of the passenger(s) and the passenger(s) then cancel, the cost of airfare is always deducted from any refund.

(h) In the unlikely event of a cruise being cancelled by Tui Tai Expeditions for reasons beyond Tui Tai control (weather and other natural phenomenon; official or legal interference, etc.) there will be no refund. Therefore, we strongly recommend that you purchase travel insurance.

### **PASSENGER CARRIAGE**

Tui Tai Expeditions will exercise due diligence to ensure the safety and comfort of all passengers throughout the cruise. Passenger(s) are required to keep clear of all ropes, machinery and other equipment at all times. Passenger(s) are required to exercise caution and seek assistance when boarding or alighting from ships and/or tenders. Tui Tai Expeditions shall not be liable for and the passenger(s) shall release and indemnify Tui Tai Expeditions from and against all liabilities, claims, causes of action, suits and/or demands either contractual or tortious at both law and in equity of whatsoever nature whatsoever arising in relation to the provision of transportation and/or other cruise services including but not restricted to shore activities and transfers between ship and shore by Tui Tai Expeditions, together with any other matter direct or indirect to the passenger(s) booking and or subsequent cruise participation.

### **REFUSAL OF CARRIAGE**

Any person or persons who, in the opinion of the Master of the Tui Tai vessel, or senior Tui Tai Expeditions executive, appears to be by reason of behaviour, appearance, illness or other infirmity (whether physical or mental), unfit to embark upon or participate on a cruise or may be likely in the opinion of the aforesaid Tui Tai Expeditions personal to impair the health, safety, enjoyment, or reasonable comfort of the other passengers may be refused permission to

embark on any cruise or may be landed at any place of call or transferred to any berth, cabin or stateroom, and Tui Tai Expeditions shall not be liable and the passenger(s) shall release and indemnify Tui Tai Expeditions from any claim of whatsoever nature arising out of (whether directly or indirectly) any decision or action taken by Tui Tai Expeditions pursuant to this clause. In this regard passengers are required to advise Tui Tai Expeditions prior to embarkation on any cruise of any matter, fact, condition or thing of which they are aware which may affect the passenger(s) own or other passengers health, safety, comfort and enjoyment during the cruise.

### **REFUNDS**

No refunds shall be payable to any passenger(s) for any unavailed service(s) once the cruise has commenced, other than for a decision by Tui Tai Expeditions to interrupt any cruise for any reason including but not limited to wind, tide, weather, passenger(s) safety, industrial action, loss or failure of machinery or equipment, vessel damage or safety, force majeure, or any other reason whatsoever in which event any refund(s) by way of adjustment of fare(s) paid shall be determined at the sole discretion of Tui Tai Expeditions.

### **ENTIRETY OF CONTRACT**

The conditions herein constitute the entirety of the contract and the passenger(s) acknowledges that he/she/they has/have not relied upon any representation whether express or implied in entering into same. The place and governing law of this contract shall exclusively be the Republic of Fiji and for this purpose the passenger(s) expressly submit to the jurisdiction of the Republic of Fiji. Should any part of this contract be found to be unenforceable or void, then such part or parts shall be severable and shall not effect the enforceability of any other part.

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