

TERMS & CONDITIONS

Please note we operate sailing vessels. We endeavour to use our sails, but this will depend upon winds and weather conditions.

Sailing to Whitehaven Beach is part of the experience and we are not as quick as some of the speedier vessels not relying on sails.

Also, as we have sailing vessels, please also note you may get wet from waves, depending on the conditions. We are inside the Great Barrier Reef which means we are more sheltered than in the open ocean but if you have not experienced a sailing vessel, it is quite different for e.g. from a ferry. If you have any questions at all about this, please contact us.

PROVIDENCE V DAY & SUNSET SAILS

Our minimum number for day sails is 15 people to sail. You will be offered an opportunity to transfer to another day or contact your travel agent to discuss a refund. If you have booked directly with us, we can issue a full refund.

Children aged 4 and over are permitted on our sunset sails at adult prices.

We allow cancellations 72 hours before travel, with a refund. If we cancel for any other reason i.e. due to weather, or engine issues, we will offer you the opportunity to sail on another date or you can discuss a refund with your travel agent. If you have booked directly with us, we can issue a full refund.

It's a barefoot experience. We collect your shoes upon boarding and return them for the Hill Inlet Walk on the day sail or on disembarking on the sunset sail.

The Master's directions MUST be obeyed. The Master reserves the right to change the route or destination, if necessary, e.g. weather conditions.

Whilst we make every effort to safeguard our guests, we cannot be responsible for any damage, personal injury or loss due to the actions of passengers that are beyond our control.

We have a mandatory WAIVER that must be signed by all guests (including children via parent/guardian). This will be sent to you at the time your booking is confirmed. If you are not the only person travelling, please send this digital link around to your guests.

It is your duty to inform us of any medical condition as well as noting them on the waiver. It is also your responsibility to make us aware of any conditions that might adversely affect your ability to swim, snorkel or otherwise enjoy the activities provided.

Stinger suits are provided during stinger season (November to May), and you are strongly advised to wear these suits which are provided free of charge. If you fail to take this advice, you do so at your own risk.

If you lose or damage snorkelling gear or stinger suits you will be charged for the replacement of lost goods via EFTPOS on the boat.

Please note we do NOT provide wetsuits in winter. These can be hired from <u>aqua dive</u> Open 8am-4pm PH.4946 4074-located at the Coral Sea Marina North (the same Marina we depart from) All wetsuits must be picked up the day before your sail as the shop is not open at time we depart.

Lunch Options

Providence Day Sail – we cater for no dietaries, pescatarian or vegetarian. Cut off time for catering will be at 5pm the day before the tour or you have the option of BYO lunch which must be packed in a standard size lunch box to be kept in an esky on board.

Licenced Bar

Please note we do not allow BYOG. We have a fully licenced bar onboard. We prefer not to take cash.

PRIVATE CHARTERS

ITINERARY

Itinerary can change due to weather/tides.

The Master must be always obeyed.

PAYMENT

If you have chosen to pay a 50% deposit for a private charter, the final amount must be paid within a month of the sailing date.

Cancellations 30 days before departure will result in forfeiting 100% of the payment. Cancellation 60 days before departure will result in forfeiting 50% of the payment.

Prices are based on twin-share accommodation unless otherwise specified.

Travel insurance is strongly advised to protect against unexpected circumstances which might result in cancellation of the booking.

ALCOHOL

No BYOG please. We are fully licensed. And we have a card only bar. We do have a tantalising array of extras to add to your meals onboard as well as several deluxe drink packages. Our online shop offers private charter guests the option of choosing alcohol pre purchased or choose from an array of upgrades including seafood, charcuterie boards and cakes. https://www.whitsundaysailing.com.au/shop

*Please note- red wine is not permitted as it stains the deck

MILADY

PRIVATE CHARTERS

Private charter bookings will be confirmed on payment of non-refundable 50% deposit. Private charter balance payments to be made on the date of the charter unless requested otherwise by the guest.

Cancellations 30 days before departure will result in 100% of the payment. Cancellation 60 days before departure will result in 50% of the payment

Travel insurance is strongly advised to protect against unexpected circumstances which might result in cancellation of the booking.

Waivers must be signed prior to boarding by all guests including parents/guardians signing on behalf of children.

CABIN CHARTERS

Please note ALL 3 CABINS need to be booked before the sail is confirmed. When booking please check online or with your agent. Preferably choose a date where at least one or both other cabins have been booked as this will avoid disappointment if we are unable to sail. We will endeavour to contact you two weeks prior to the sailing date if we have been unable to fill all the cabins or you can call us. There is also the option to upgrade to a private charter. Children must be 4 and over for any cabin charter bookings.

Cabin charter bookings will be confirmed on payment of nonrefundable 50% deposit.

Cabin charters are to be paid in full on the date of the sail unless requested otherwise by the guest.

Cancellation 60 days before departure will result in 50% of the full amount of the cabin being forfeited.

Cancellation within 30 days before departure results in forfeit of full cabin charter price. Alternatively, we can offer you the option of a gift card for the full amount paid for your travel later at the same price as your initial booking with no admin fee.

REEF TAX

Environmental Management Charges (EMC) is a government reef tax used for funding to conserve the Great Barrier Reef which has been exposed to five major bleaching events in the past 8 years. We are required by law to collect this tax on behalf of the Great Barrier Reef Marine Park Authority (GBRMPA) to be upon boarding MiLady. Price is \$10pp per day for adults and children. For overnight sails this is capped at 3 days.

Dietary requirements Private Charters on MiLady and Providence and Cabin Charters on Milady: -

Dietary costs (includes all special dietary requests aside from vegetarian/pescatarian):

- Day Sail \$10pp
- Overnight \$70pp
- 2 Nights \$110pp
- 3 Nights \$135pp
- 4 Nights \$135pp
- 5 Nights or more \$135pp

Allergies- Please be aware that we cannot guarantee the absence of nut traces in some of the catering items. To ensure your safety, we recommend that you bring your own food e.g. if you have nuts or any other food e.g. allergies.

Other Conditions

WAIVERS

All guests must sign a WAIVER (including children via parent/guardian). This will be sent via email at the time your booking is confirmed. You must inform us of any medical conditions even if you have already listed on our waivers. It is your responsibility to make us aware of any conditions that might adversely affect your ability to swim, snorkel or otherwise enjoy the activities provided.

DAMAGES/PERSONAL INJURY

Whilst we make every effort to safeguard our guests, we cannot be responsible for any damage, personal injury or loss due to the actions of passengers that are beyond our control. Lost snorkels or stinger suits must be paid for.

ITENERARY CHANGES

All departures and itineraries are subject to weather and maybe changed or cancelled at the discretion of the Master. The Master's instructions must be always obeyed.

STINGER SUITS

Stinger suits are provided during stinger season (November to May), and you are strongly advised to wear these suits which are provided free of charge. If you fail to take this advice, you do so at your own risk.

WET SUITS

Please note we do NOT provide wetsuits in winter. These can be hired from <u>aqua dive</u> Open 8am-4pm PH.4946 4074-located at the Coral Sea Marina North (the same Marina we depart from) All wetsuits must be picked up the day before your sail as the shop is not open at time we depart.

REFUNDS

If we cancel the sail due to winds or other reasons, you should be entitled to a refund or the option of changing the date. However, the terms and conditions of refunds depend on the travel agent you booked through as we do not immediately receive your funds from many of the agents. If you have booked directly through us, you will be entitled to a full refund which can be processed immediately if you cannot change to another date for your sail with us.

PUBLIC HOLIDAY SURCHARGES

Applies to all tours MiLady & Providence V.

15% surcharge will be applied to all charters operating on these public holidays in Queensland -

- Good Friday (15%)
- Easter Monday (15%)
- Anzac Day (15%)
- Christmas Day (40% surcharge)
- Boxing Day (26th December) (15%)
- New Years Day (1st January) (15%)