TERMS & CONDITIONS

(Diversity Charters)

**Diversity Charter Company Terms and Conditions**

Diversity Charter Company Terms and Conditions applies to all cruises and individual general charter contracts of MV Diversity II and its auxiliary vessels unless otherwise agreed to in writing and signed by all relevant parties. No representative or agent has any authority to change or omit part or all of these terms and conditions.

**Reservations/bookings**
A completed booking form and a 20% non-refundable deposit is required within 7 days to confirm your booking. Unfortunately, reservations cannot be held for longer than this period if a deposit is not received. Final payment for bookings and any other charges incurred are due and payable no later than 90 days prior to departure.
For bookings made within 90 days of departure, we will require full payment immediately and is not refundable if cancelled. Payment accepted in AUD only, by way of EFT, credit card or cheque. Any payments made in foreign currency which is approved by Diversity Charter Company will incur an exchange surcharge payable by the client.
A minimum of 6 passengers is required to confirm all cruises. Exclusive bookings do not require minimum numbers.

**Payment types accepted**
Electronic Funds Transfer (EFT – online banking) or Visa and Mastercard – Credit card payments will attract a surcharge. Payment will be deemed as received upon confirmation of cleared funds by our financial institution.

**Price Assurance**
Ever increasing fuel and increased costs are part of our everyday businesses and personal lives. Diversity Charter Company will guarantee once your full fare has been received there will be no increase in the cost of your adventure.

**Rescheduled Bookings**
All rescheduled bookings, and bookings made using credit voucher, are subject to the below terms:

a)  All bookings for rescheduled cruises, and bookings made using credit given by Diversity Charter Company are subject to availability.
b)  If a rescheduled booking is cancelled by you, including bookings made using any credit provided by Diversity Charter Company, the total value of the booking is forfeited. Any further rescheduling is at the absolute discretion of Diversity Charter Company.
c)  Credit for a future booking:
      i.  Is for the value already paid by you; and
      ii. Is valid for 3 years from the date of acceptance.
d)  If any unforeseen circumstances, or circumstances beyond the control of Diversity Charter Company, including but not limited to a Force Majeure Event, results in Diversity Charter Company being prevented from, or delayed in, performing any of its obligations to you, including pursuant to its terms and conditions:
       i.Then such a delay or prevention of performance shall not be deemed to be a breach of its terms and conditions;
       ii.No loss or damage shall be claimed by you from Diversity Charter Company by reason thereof; and
       iii.Diversity Charter Company shall use its best endeavours to minimise and reduce any period of suspension occasioned such unforeseen circumstances, or circumstances beyond its control, including any Force Majeure Event.

Force Majeure Event” means any act of God, war, terrorism, fire, flood or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil unrest, acts of government, semi government or other authorities, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to Diversity Charter Company’s services beyond its control.

**Cancellations**

Cancellations must be received in writing. At the time of cancellation, the following will apply:
a)  Cancellation up to 90 days prior to departure- forfeit of deposit
b)  Cancellation 60 to 89 days prior to departure – forfeit 50% of the fare
c)  Cancellation 0 to 59 days (including no-show) prior to departure – forfeit of 100% of fare.

**Insurance**
The Diversity Charter Company strongly advises all clients to purchase comprehensive travel insurance, including cancellation cover and emergency evacuation, at the time of booking. This may give you protection against an emergency that might cause a client to cancel their cruise, or leave during the progress of their cruise. While we do not recommend a particular insurance company we suggest you ensure your insurance is appropriate to your adventure.

**Single Share Cabin**
All cabins are sold on a twin share basis. Sole occupancy can be purchased at the rate of two fares less 20%. If you are travelling alone in a twin cabin, a same sex person may be assigned to your cabin. If we are able to provide a client to share the cabin, the supplement will be refunded.

**Changes to Itinerary**

a)  Diversity Charter Company reserves the right to make changes to bookings and your itinerary, from time to time, at its absolute discretion, including but not limited to:
   i.  a change of scheduled outward departure time or location;
   ii.  a change of scheduled arrival time or location;
   iii.  a delay of your cruise; and / or
   iv.  a change of your itinerary, including the omission of one or more destinations. The Kimberley coastline is subject to 11metre tides, therefore each cruise is not exactly the same. Your cruise will be similar to the itinerary provided however Mother Nature can affect changes to the itinerary. Each day is planned according to weather and tides which can result in plans being rearranged to accommodate yet still giving you the adventure as suggested in our itineraries. Our skipper provides the details of the next day activities each evening and our back deck whiteboard will reiterate same.

b)Diversity Charter Company will use best endeavours to notify you of any itinerary changes prior to departure. Diversity Charter Company is not liable or responsible for any expenses, costs or loss incurred due to any changes made by Diversity Charter Company to your booking and itinerary, including but not limited to those listed above.

**Children**
It is the Diversity Charter Company’s policy to not carry children under 16 years of age unless the boat is exclusively booked or at the sole discretion of the directors of Diversity Charter Company.

**Medical Declaration**
If you have any condition, including medical condition, that may affect you or the health or safety of any other passenger, in any way, during your cruise, which includes but is not limited to any heart condition, pregnancy, allergies, back problems, virus or infection, you must advise Diversity Charter Company at the time of booking (which includes a rescheduled booking and booking using credit) or, if such condition is not known at the time of booking, as soon as possible thereafter, and prior to embarking on any of Diversity Charter Company vessel.
Forced Removal
Diversity Charter Company reserves the right, at its absolute discretion, to refuse you access to its vessel, or remove you from its vessel, if on reasonable grounds, it believes that you may seriously affect the safety or well-being of any other passenger or person on-board, including but not limited to as a result of any contagious medical condition. If you are refused entry to, or required to leave, the cruise, Diversity Charter Company is not responsible for any expenses, including your return home, and you are not entitled to a refund.

**Liability**
This section defines the Diversity Charter Company’s responsibility with respect to all our cruises. Please read this section carefully. The Diversity Charter Company provides wilderness adventure travel holidays. The nature of the cruises offered means that in some places, and under some circumstances passengers may face some physical discomfort and even danger. As a wilderness adventure holiday there are risks involved and it is expected that passengers accept and understand that these risks are part of each cruise. Precautions will be undertaken by management and staff of the Diversity Charter Company to mitigate risks where we can. The owners and employees assume no responsibility for acts of god, illness, accidence, death or any property damage and/or loss incurred by a passenger during the cruise. The Diversity Charter Company is unable to take any responsibility for any action on behalf of other carriers that may result in passengers failing to meet the conditions set down for any cruises.
Diversity Charter Company will not be liable for any loss or damage to guests and other parties property.

**Warranty disclaimer**
This site and all of the information it contains, including information which may be related to Diversity Charter Company products and/or services is provided solely for informational purposes. All information contained in this site is provided “as is”, without warranty of any kind and does not represent a warranty of any kind, either expressed or implied. Implied warranties, as referred to in this section includes, without limitation, all implied warranties of merchantability, fitness for a particular purpose and non-infringement, all of which are hereby expressly disclaimed.

**Limitation of liability**
Under no circumstances will Diversity Charter Company be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages based on any use of this site or any other web-site to which this site is linked, including, without limitation, any lost profits, business interruption, or loss of programs or information, even if Diversity Charter Company has been specifically advised of the possibility of such damages.

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**Purchase Order Terms and Pricing**

If the Customer does not have a written agreement with Diversity Charter Company then these terms of the Diversity Charter Company standard invoice shall be controlling. Because of the nature of information systems, the pricing information contained in the Diversity Charter Company order processing system is considered definitive and will be used for pricing and invoicing your orders. Any pricing information on this site has been provided solely for your information and convenience. Please note that the pricing information shown may be further subject to taxes and other charges as well as discounts.

**Written Agreement Terms and Pricing**
If the Customer (or Customer’s group purchasing organisation) has a written agreement with Diversity Charter Company, then the specific terms and pricing of such written agreement will be controlling. In some limited circumstances, there may be a difference among the pricing information provided online at this site and the pricing information contained in such written agreements. It is Customer’s responsibility to comply with all such agreements.

**Booking Agreement**
By booking a Diversity Charter Company cruise or charter, or any cruise or charter covered by Diversity Charter Company terms and condition (which includes a rescheduled booking and booking using credit) you:
confirm that you are in good health and do not suffer from any condition, including medical condition, which may affect you or the health or safety of any other passenger; and
release, waive, discharge and indemnify Diversity Charter Company from any and all claims and actions, which may be made by you or on your behalf, for loss, in any way related to the cruise and or travel on a vessel operated by Diversity Charter Company, including but not limited to property loss or damage, bodily injury or death. Such release, waiver, discharge and indemnity:
Applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by Diversity Charter Company;
Is intended to be as broad and inclusive as is permitted by the law of the State of Western Australia; and
Does not exclude, restrict or modify the application of the Competition and Consumer Act 2010 (Cth), as amended from time to time.