

SISKA SAILING PTY LTD

Terms & Conditions

By making a booking with Siska Sailing Pty Ltd ("Siska Sailing"), you acknowledge that you have read, understood and agree to these Terms & Conditions. The person making the booking accepts these Terms & Conditions on behalf of all guests included in the booking.

1. Booking Confirmation

A booking is confirmed once full payment (or an agreed deposit for a private charter) has been received by Siska Sailing.

The person making the booking confirms they are authorised to accept these Terms & Conditions on behalf of all guests travelling under the booking.

2. Guest Responsibility

Guests are responsible for ensuring that all information provided at the time of booking is accurate, including passenger names, contact details, dietary requirements and any relevant medical information.

Siska Sailing accepts no responsibility for any loss, delay or additional costs resulting from incorrect or incomplete information supplied by the guest.

3. Travel Insurance

Siska Sailing strongly recommends that all guests purchase comprehensive travel insurance covering cancellation, medical expenses, personal belongings, travel delays and other unforeseen circumstances.

Guests are responsible for ensuring their insurance policy is appropriate for their individual circumstances.

4. Cancellations

All cancellations are subject to the Siska Sailing Cancellation Policy in effect at the time of booking.

Failure to arrive at the nominated check-in location or failure to board the vessel at the scheduled departure time will be treated as a no-show and no refund or credit will be provided.

5. Check-in

Guests must arrive at the nominated check-in location by the advised check-in time.

Late arrivals may be refused boarding once departure procedures have commenced.

6. Passenger Fitness

Siska Sailing operates active adventure sailing experiences involving boarding and disembarking a yacht, moving around the vessel while under sail, climbing ladders, swimming, snorkelling, walking on beaches and spending extended periods outdoors.

Guests must ensure they are physically capable of participating safely.

Guests must be able to board and move around the vessel without assistance in normal operating conditions. If you are unsure whether the tour is suitable due to age, mobility, pregnancy, a medical condition or any other circumstance, please contact Siska Sailing before making your booking.

Guests with medical conditions, mobility limitations, pregnancy, severe allergies or any condition that may affect their safety or the safety of others must advise Siska Sailing before departure.

The skipper has the authority to refuse boarding or restrict participation where, in their reasonable opinion, a guest's condition presents an unacceptable safety risk. In these circumstances, the standard cancellation policy applies.

7. Medical Conditions

Guests are responsible for bringing all required medications.

Siska Sailing provides standard marine first aid only and cannot provide ongoing medical treatment.

8. Alcohol and Drugs

Siska is a BYO vessel.

Responsible consumption of alcohol is expected at all times.

The skipper may restrict or confiscate alcohol where guest behaviour affects the safety or enjoyment of others.

Illegal drugs are strictly prohibited.

Guests found possessing or using illegal drugs may be refused boarding or removed from the tour without refund and, where appropriate, reported to the relevant authorities.

9. Guest Behaviour

Guests are expected to behave respectfully towards fellow passengers, crew, marine life and the environment.

Aggressive, abusive, dangerous or disruptive behaviour will not be tolerated.

The skipper has absolute authority onboard and may refuse boarding or terminate a guest's participation if their behaviour creates a safety risk or significantly impacts the enjoyment of others.

No refund or compensation will be payable in these circumstances.

10. Itinerary Changes

All itineraries are subject to weather, tides, sea conditions and operational requirements.

The skipper has absolute discretion to change destinations, departure times, activities or the order of the itinerary in the interests of passenger safety and the safe operation of the vessel.

Such operational changes do not constitute grounds for cancellation, refund or compensation.

11. Vessel Substitution

Where operationally necessary, Siska Sailing reserves the right to substitute the advertised vessel with another vessel of a similar standard.

12. Weather

Tours operate in a wide range of weather and sea conditions.

Weather that differs from a guest's expectations is not grounds for cancellation or refund.

Only Siska Sailing and the vessel's skipper may determine whether conditions are safe for departure.

13. Minimum Passenger Numbers

Siska Sailing reserves the right to cancel or reschedule any departure where the minimum number of passengers required to operate the tour is not met.

If a departure is cancelled for this reason, guests will be offered one of the following options:

- Transfer to another available Siska Sailing departure (subject to availability);
- Transfer to a comparable tour operated by another provider (subject to availability and guest agreement); or
- A full refund of the amount paid to Siska Sailing.

Siska Sailing is not responsible for consequential expenses including accommodation, flights, transfers, travel insurance excesses or other travel-related costs.

Where possible, guests will be notified as early as reasonably practicable.

14. Force Majeure

Siska Sailing is not liable for cancellations, delays or changes resulting from circumstances beyond its reasonable control, including severe weather, cyclones, flooding, bushfires, pandemics, government restrictions, industrial action, mechanical failure, harbour closures or other unforeseen events.

15. Personal Belongings

Guests are responsible for their personal belongings.

Siska Sailing accepts no responsibility for loss, theft or damage to luggage, cameras, mobile phones, jewellery, electronic devices or other valuables.

16. Luggage

Only one small soft overnight bag per guest may be brought onboard.

Large suitcases and hard-shell luggage cannot be accommodated.

Guests should arrange luggage storage with their accommodation or a local luggage storage provider before departure.

17. Marine Environment

Marine wildlife sightings cannot be guaranteed.

Guests must follow all crew instructions relating to wildlife interactions and environmental protection.

The collection or damage of coral, shells or marine life is prohibited.

18. Photography & Videography

During your tour, Siska Sailing crew and authorised representatives may take photographs and video recordings of the vessel, guests and activities for safety, operational, marketing and promotional purposes.

By participating in the tour, guests consent to being photographed and video recorded and grant Siska Sailing Pty Ltd a perpetual, worldwide, royalty-free licence to use, reproduce, publish, edit and display such images and recordings in any media, including websites, social media, brochures, advertising and other promotional materials without further notice or compensation.

Guests who do not wish to appear in photographs or video recordings must notify the crew before departure. While Siska Sailing will make reasonable efforts to accommodate such requests, we cannot guarantee that guests will not appear incidentally in group photographs or background footage.

Guests retain ownership of any photographs or video recordings they create during the tour. However, by tagging Siska Sailing or its official social media accounts, using Siska

Sailing hashtags, submitting content directly to Siska Sailing or otherwise sharing such content with Siska Sailing, guests grant Siska Sailing Pty Ltd a perpetual, worldwide, non-exclusive, irrevocable and royalty-free licence to use, reproduce, edit, publish and distribute that content for marketing, promotional and business purposes without further permission or compensation.

19. Safety Acknowledgement & Assumption of Risk

Siska Sailing is an adventure tourism experience conducted in a natural marine environment.

Guests acknowledge that sailing, swimming, snorkelling, boarding and disembarking vessels, and visiting remote island locations involve inherent risks that cannot be completely eliminated.

These risks include, but are not limited to:

- Changing weather and sea conditions
- Vessel movement and slippery surfaces
- Swimming and snorkelling in open water
- Marine wildlife encounters
- Sun exposure, dehydration and heat-related illness
- Physical exertion associated with boarding the vessel, using ladders and walking on beaches or uneven terrain

Guests agree to follow all directions given by the skipper and crew at all times.

Failure to comply with safety instructions may result in refusal of participation or removal from the tour without refund.

By participating in the tour, guests acknowledge these inherent risks and accept personal responsibility for their participation, to the fullest extent permitted by law.

20. Liability

To the fullest extent permitted by law, Siska Sailing Pty Ltd is not liable for any indirect, incidental or consequential loss, damage, injury, delay or expense arising from participation in its tours or from circumstances beyond its reasonable control.

Nothing in these Terms & Conditions excludes, restricts or modifies any rights or guarantees that cannot be excluded under the Australian Consumer Law.

21. Complaints and Claims

Any complaint or claim relating to your tour must be submitted to Siska Sailing Pty Ltd in writing within five (5) business days after completion of the tour to allow prompt investigation and resolution. Nothing in this clause limits any rights available to you under Australian law.

22. Governing Law

These Terms & Conditions are governed by the laws of Queensland, Australia.

Any dispute arising in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the courts of Queensland.

23. Contact

Siska Sailing Pty Ltd

Email: siska@siskasailing.com.au

Phone: +61 431 150 773

Website: www.siskasailing.com.au