



# Sailing Information and Terms & Conditions

## Sydney to Jervis Bay Sail 2015

1. *James Craig* will normally sail in all weather and tickets will not be refunded due to rain.
2. *James Craig* is only able to carry passengers from Sydney to Jervis Bay, this one leg costs \$490 per person and \$450 for any Sydney Heritage Fleet members.
3. To confirm your passage, payment must be made in full prior to the departure date.
4. Passengers need to read and agree to the passenger conditions and rules prior to boarding (below).
5. Passengers are accommodated in bunks or hammocks.
6. If, in the opinion of the Master on the day of the sail, the wind or sea state is deemed unsuitable for the safety and/or comfort of passengers, the event will be delayed until wind or sea state is deemed suitable.
7. The ship's voyages to and Jervis Bay will operate under sail where possible, or a combination of sail and motor if required.
8. Departure will be from Wharf 7, 58 Pirrama Road, Pyrmont at 5pm on Sunday the 13<sup>th</sup> of September 2015. Passengers are advised to come as early as 4pm to settle in. The ship will travel overnight and arrive in Jervis Bay on Monday the 14<sup>th</sup> of September. Monday will be a day of leisure and fun activities on board the ship organised by the crew. Passengers will then disembark the following day on Tuesday the 15<sup>th</sup> of September at approximately 9am via a tender, which will take them to Huskisson in Jervis Bay. The passenger is then responsible for their own passage back to Sydney.
9. Cancellations must be made at least 7 days prior to the date of the booked sail to obtain a refund. A 50% administration fee will be deducted. Tickets are transferrable to another person at no extra cost.
10. Minimum age for children is 16 years.
11. All meals are included in the ticket price.
12. Please dress for all weather and be aware that weather can change. Sharp heeled shoes are not permitted onboard.
13. Passengers have the choice to help the crew or just relax.
14. *James Craig* is a restored 19<sup>th</sup> Century sailing ship, and there are no luxuries. Conditions will not always be pleasant if the weather is unkind. The need to conserve water may require days at sea without showers.
15. Passengers will use steep stairs to board the ship and to go down into the ship's lower decks. We regret that wheelchair access is not available due to *James Craig* being a restored 19<sup>th</sup> century ship.
16. Smoking is only allowed in a designated area on the main deck of the ship.

17. Passengers will need to provide their own sleeping bags, pillows, wet weather gear and clothing for cold weather as temperatures can get very cold at night. The ship has no heaters.
18. Sydney Heritage Fleet accepts no responsibility for lost or damaged property.

**IT IS RECOMENDED** that you take sea sickness precautions to ensure that you have a great day!

Your pharmacist can advise on appropriate medication.

And finally, just like the good old days, remember- one hand for yourself and one for the ship!

**CONTACT Telephone Numbers: Office hours – 0900-1700 - Monday-Friday: 02 9298 3888**

*Day of Sail: Emergency contact number – 0425 240 032 – (ship's mobile)*

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## **Additional Information about Jervis Bay and Huskisson**

### **Accommodation Options**

- <http://www.stayz.com.au/accommodation/nsw/south-coast/huskisson?gclid=ClitzfeTyMcCFZWUvQodA8YAYw>
- <http://www.visitnsw.com/destinations/south-coast/jervis-bay-and-shoalhaven/huskisson/accommodation>
- [http://www.booking.com/searchresults.en-gb.html?aid=306395;label=huskisson-ND4KxYnnEzZiO85GPtBkmgS8168879069%3Apl%3Ata%3Ap15%3Ap2%3Aac%3Aap1t3%3Aneq;sid=81301e8d644c6d4583feab3c5a684ef0;dcid=4;city=-1579210;hyb\\_red=1;redirected=1;redirected\\_from\\_city=1;source=city;src=city&](http://www.booking.com/searchresults.en-gb.html?aid=306395;label=huskisson-ND4KxYnnEzZiO85GPtBkmgS8168879069%3Apl%3Ata%3Ap15%3Ap2%3Aac%3Aap1t3%3Aneq;sid=81301e8d644c6d4583feab3c5a684ef0;dcid=4;city=-1579210;hyb_red=1;redirected=1;redirected_from_city=1;source=city;src=city&)
- [https://www.airbnb.com.au/s/Huskisson--Australia?af=1922719&c=A\\_TC%3Dnswfydje5m%26G\\_MT%3Db%26G\\_CR%3D68463159671%26G\\_N%3Dg%26G\\_K%3D%2Bhuskisson%20%2Baccommodation%26G\\_P%3D%26G\\_D%3Dc&gclid=Clqn9oaWyMcCFZYlvAodgNMIlg&dclid=CJ7vqYeWyMcCFcoTvQodbQANVA](https://www.airbnb.com.au/s/Huskisson--Australia?af=1922719&c=A_TC%3Dnswfydje5m%26G_MT%3Db%26G_CR%3D68463159671%26G_N%3Dg%26G_K%3D%2Bhuskisson%20%2Baccommodation%26G_P%3D%26G_D%3Dc&gclid=Clqn9oaWyMcCFZYlvAodgNMIlg&dclid=CJ7vqYeWyMcCFcoTvQodbQANVA)

### **Camping Options**

- <https://huskissonwhitesands.holidayhaven.com.au/accommodation>
- <https://huskissonbeach.holidayhaven.com.au/accommodation>
- <http://www.jervisbaycabins.com.au/>
- <http://www.paperbarkcamp.com.au/>
- <http://www.jervisbaycaravanpark.com.au/>

### **Activities onshore**

- <http://www.jervisbaybikehire.com/>
- <http://www.tripadvisor.com.au/Attractions-g528968-Activities-Huskisson-Shoalhaven-New-South-Wales.html>
- <http://www.jervisbaytourism.asn.au/activities-attractions>
- <http://www.thehuskisson.com.au/attractions/>

### **Car Rental to Sydney**

- Pick up is from: 104 Princes Hwy, South Nowra, AUS
- You will need to catch a bus from Huskisson to the pickup location. It is a 15 minute (3 stops) bus ride from Huskisson (route 732), then a 9 minute walk from the bus stop to 104 Princes Hwy.
- <http://www.europcar.com.au/>

### **Public Transport to Sydney**

- Catch bus route 732 to Bomaderry then transfer to a train back to Sydney.
- <http://www.rome2rio.com/s/Sydney/Huskisson>

# SYDNEY MARITIME MUSEUM LIMITED

## PASSENGER RULES FOR

### Jervis Day Sail 2015

1. Ultimate Authority

The Master and his representative(s) has ultimate authority over all persons aboard the ship, at sea and alongside. Any lawful command to crew or passengers must be obeyed without question

2. Risk

Sea travel, by its very nature, carries inherent risks. *James Craig* being a restored 19<sup>th</sup> century Tall Ship has its own special risks. Passengers bear prime responsibility for their own safety and must take especial care at all times to avoid injury. Please ensure that your medical and personal insurance is up to date.

3. Rules of Payment

Passengers joining the ship will be required to pay all monies due before boarding. Once the ship leaves port no refunds of any amount paid will be made.

4. Consumption of Alcohol

No personal alcohol supply is to be brought on board. The ship is a dry ship. *Carriage and consumption of alcohol will be under the direct control of the Master*

5. Smoking

Smoking is only permitted on the main deck forward of the crew deckhouse. Naked flame of any kind is not permitted below deck.

6. Climbing the Rigging

Climbing may be permitted but only wearing a harness and under strict supervision and only after suitable training. For those wishing to climb during the voyage it will be necessary to have passed a medical examination by your GP (see enclosed). Qualified passengers, if and when they climb, will be at the discretion of the Master.

7. Swimming/Diving

No diving or jumping will be allowed from the ship but, if conditions and time allow, passengers may be taken to safe waters for such activities

8. Walking on Main Deck

The Master will reserve the right to bar passengers from walking on the main and quarter deck if he regards conditions to be unsafe.

9. Responsible Behaviour

Passengers are expected to behave responsibly and dress appropriately at all times and to consider their fellow passengers and crew with regard to noise. Soft-soled shoes must be worn on the main and quarter decks.

10. Showers

Water for showers may become restricted. Passengers are asked to respect any restrictions on water use.

11. Passenger Condition, Rules and Medical Information

Passengers are required to read and sign both the passenger conditions and rules, and return a copy to the office prior to boarding. Whilst there are no medical inspections required, it is advised that passengers should make known to the office of any medical conditions and any medications that are required by the passenger.

12. Illegal Drugs

Non-Prescription drugs are not permitted on board James Craig

I have read the foregoing and agree to be bound by the conditions outlined.

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Passenger Name

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Passenger Signature

Date .....

# *James Craig*

## PASSENGER CONDITIONS

### 1. DEFINITIONS

The following definitions apply in this document.

Carriage means the whole of the operations performed by SMM pursuant to these Conditions.

Conditions means these "James Craig" Passenger Conditions.

Government Agency means:

- (a) a governmental or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Passenger means all persons carried on the Vessel save for the Vessel's crew or any other SMM employee, servant or agent.

Rules mean any rules that SMM may issue from time to time.

SMM means Sydney Maritime Museum Limited (CAN 70 000 519 246) trading as Sydney Heritage Fleet.

Vessel means the ship "James Craig".

### 2. GENERAL

- 2.1 Payment of the price for the Carriage must be made prior to boarding the Vessel. No refunds shall be made once the Vessel leaves the port of departure. Cancellation fees may be applied at SMM's absolute discretion.
- 2.2 The Carriage is provided by SMM subject only to these Conditions. In the event of and to the extent of any inconsistency between these Conditions and any ticket or other document issued by SMM these Conditions shall prevail.
- 2.3 All rights, immunities and indemnities in these Conditions shall continue to have their full force and effect in all circumstances and notwithstanding negligence, breach of contract or breach of these Conditions by SMM or its employees, servants or agents.
- 2.4 If any provision or any part of any provision in these Conditions is unenforceable such unenforceability shall not effect any other provision or any other part of a provision.
- 2.5 These Conditions are subject to any warranty implied by the *Trade Practices Act 1974* (Cth) and any other Commonwealth or State legislation to the extent which the Act and such legislation is applicable to these Conditions and prevents the exclusion, restriction and modification of such warranty.

2.6 SMM shall not be bound by any agreement purporting to waive or vary these Conditions unless such agreement is in writing and signed by an authorised person.

2.7 These Conditions are governed by the law in force in New South Wales.

### **3. PASSENGER WARRANTIES & INDEMNITIES**

3.1 The Passenger warrants that they shall:

- (a) supply to SMM accurate and complete information in relation to the Passenger and their health;
- (b) obey all commands and instructions of the Master or Crew of the Vessel;
- (c) comply with all relevant laws and Rules;
- (d) be responsible for their own safety, behave and dress appropriately;
- (e) bring on board the Vessel only such personal property that is necessary for the Carriage;
- (f) not bring alcohol or any other intoxicating substance on board the Vessel; and
- (g) not bring hazardous, dangerous or noxious goods or substances on board the Vessel.

3.2 The Passenger shall indemnify SMM in all circumstances arising out of the Carriage for any:

- (a) loss or damage incurred by, any claim or allegation made against, or any claim for death of or bodily injury to a person made against SMM or others (other than any claim or allegation made by the Passenger); and
- (b) breach by the Passenger of any warranty in these Conditions.

### **4. SMM'S RIGHTS & IMMUNITIES**

4.1 SMM reserves the right to refuse to carry or to terminate the Carriage of the Passenger at its absolute discretion without recourse by the Passenger.

4.2 SMM may comply with any orders, directions or recommendations made by a Government Agency in relation to the Carriage without recourse by the Passenger.

4.3 SMM shall not be responsible in tort, contract or otherwise for any, or the consequences of any:

- (a) breach by the Passenger of any warranty in these Conditions;
- (b) loss of or damage to the Passenger's personal property;
- (c) personal injury or death suffered by the Passenger; or
- (d) delay in performing or failure to perform the Carriage.

4.4 No claim by the Passenger shall be made against SMM in respect of the Carriage unless:

- (a) written notice of the claim is received by SMM within 30 days of the date of completion of the Carriage or the date when the Carriage should have been completed; and
- (b) such notice having been given, proceedings are commenced within 1 year after such date.

FORCE MAJEURE

SMM shall be released from its obligations under these Conditions to the extent that performance is delayed, hindered or prevented due to any event or circumstance beyond the control of SMM.

I have read and understood these Conditions and agree to be bound by them.

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Passenger Name

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Passenger Signature

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Date