



**OOLALA  
CRUISES**

## **Terms & Conditions**

Terms and Conditions are entered into with Oolala Cruises Limited (“Oolala Cruises”) and tickets are issued subject to these terms and conditions, which the passenger by purchasing a ticket acknowledges having read and understood and agrees to be bound by them. Verbal promises and representations by booking agents or Oolala Cruises’ servants and agents will not be recognised by Oolala Cruises if they are inconsistent with these terms and conditions.

1. Oolala Cruises reserves the right to alter prices, cancel departures, arrange alternative vessels and vary itineraries and services in any way whatsoever without any liability to a passenger if deemed necessary by Oolala Cruises for any reason.
2. Oolala Cruises shall not be liable for any loss, damage or injury which may arise or be alleged to arise directly or indirectly in the event of cancellation, alteration or variation of the service before or during the course thereof (should Oolala Cruises or any of its servants or agents in their absolute discretion decide that such cancellation, alteration or variation is necessary) or in the event of any deviation or delay in the service arising from any cause whatsoever.
3. Oolala Cruises may, without assuming any liability whatsoever to the passenger, arrange for any other person to undertake the service contracted for or any part thereof (“performing carrier”) and the performing carrier and his servants or agents shall be entitled to the benefit of these terms and conditions to the same extent as Oolala Cruises and its servants and agents as if such person were a party to the contract.
4. For avoidance of doubt and without limiting any other term or conditions of the cruise, all services are subject to weather and sea conditions.
5. Oolala Cruises reserves the right to refuse to carry any passenger or party without assigning reason therefor.
6. The passenger shall comply with the instructions of Oolala Cruises’ servants and agents concerning all matters connected with the cruise including but not limited to the personal safety of themselves, crew or other passengers and shall comply with any notice exhibited on the vessel.
8. Passengers are required at all times to take all reasonable precautions for their own safety and the safety of any person in their care (particularly children), This includes (but is not limited to) using hand and guard rails at all times as provided around the vessel, appropriately restraining children and ensuring that children are accompanied by a responsible adult at all times, paying attention to the safety briefing given by crewmembers at the commencement of the cruise and being seated when advised or requested to do so by any of Oolala Cruises’ servants or agents for any reason. Passengers are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by Oolala Cruises’ servants or agents.
9. The passenger whilst on the vessel shall not consume any intoxicating beverage unless it has been sold or otherwise supplied to him on board by servants or agents of Oolala Cruises.
10. The passenger shall not take onto the vessel or include in his luggage any explosives, volatile spirits, corrosives, any easily ignitable articles or offensive thing likely to cause inconvenience to other passengers or anything likely to endanger the vessel or other passengers.

11. Oolala Cruises accepts no responsibility for loss, damage or injury to luggage or personal effects or loss, damage or injury to the passenger arising out of or in any way incidental or connected to the service of the cruise or the transfer of any passenger or luggage between the vehicle and/or the vessel whether such loss, damage or injury may be due or alleged to be due wholly or partly to negligence or misconduct or fault on the part of Oolala Cruises, its servants or agents or any performing carrier or its servants or agents or otherwise howsoever.

12. Oolala Cruises shall not be liable for the loss of or damage to monies, negotiable securities, gold, jewellery, or other valuables, even if such valuables have been deposited with it for the agreed purpose of safe-keeping whether such loss or damage may be due or alleged to be due wholly or partly to negligence or misconduct or fault on the part of Oolala Cruises, its servants or agents or otherwise howsoever.

13. If an action is brought against a servant or agent of Oolala Cruises or a performing carrier arising out of damage covered by the contract with Oolala Cruises, such servant or agent, if he proves that he acted within the scope of his employment or agency, shall be entitled to avail himself of the defences and exclusions of liability which Oolala Cruises or the performing carrier is entitled to invoke under the contract.

14. Oolala Cruises reserves the right, in the event of a ticket or booking being cancelled by the passenger, to charge cancellation fees in accordance with Oolala Cruises' current scale of refunds.

15. The contract is subject to and shall be construed in accordance with the laws of Fiji and the passenger agrees to submit to the exclusive jurisdiction of the courts of that country.

16. If any term of the contract is found to be invalid or unenforceable, it shall be entirely severable from the remainder of the contract, and all other terms of the contract shall continue in full force and effect for all other purposes.

17. No term or conditions other than those set out herein will be recognised. The contract may only be varied by agreement in writing between Oolala Cruises and the passenger.