



Thank you for choosing to cruise with Captain Cook Cruises.

Your e-ticket is issued subject to the terms and conditions of the Passenger Cruise Contract, a copy of which is enclosed.

For your convenience we have also included:-

- A-Z Helpful Information
- A local boarding map

Nadi Bus Pick Up

Complimentary bus transfers are available between most Nadi Hotels and Denarau Marina if booked in advance. Please reconfirm your pick up time with our Nadi office tel 670 1823 when you arrive in Fiji. Please note the bus cannot wait. If passengers miss the bus they will need to make their own way to Denarau Marina at own expense.

Important – A voucher or ticket is not required to board the bus if booked in advance. The bus hostess will have a record of your name and hotel. Please do not hand in any ticket or voucher until you check-in at the Captain Cook Cruises bure at Denarau

For all other transfers, please refer to your travel documents or contact your travel agent.

Transfer Check in – Denarau Marina

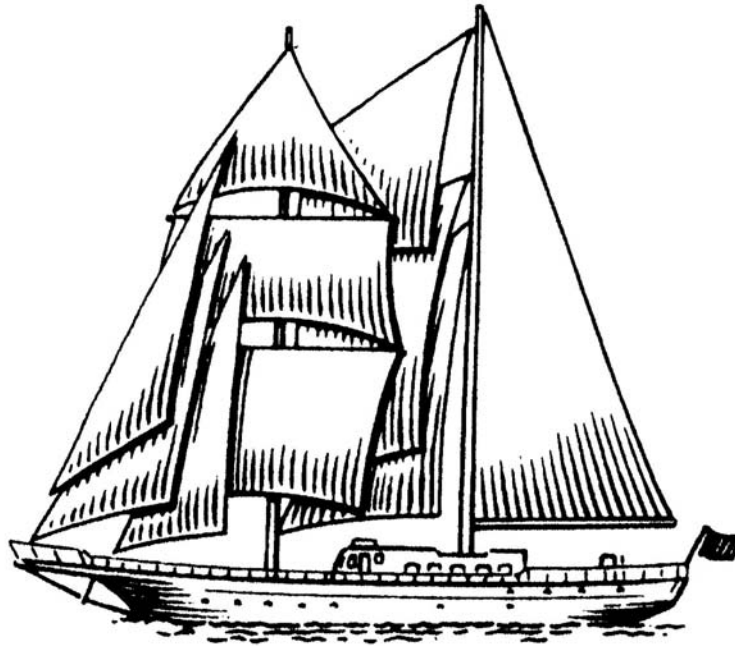
On arrival at Denarau Marina, please make your way to the Captain Cook Cruises check-in desk. The following information is required at check-in

- Photo identification for each passenger (drivers license or passport)
- Your Captain Cook Cruises confirmation number (located on your e-ticket)
- Your credit card (as security against your Bure account). All drinks and purchases will be charged to this account.
- Any tickets or vouchers from your travel operator

You will then need to register by completing your Booking Form (if not already completed)

Please note

Captain Cook Cruises is a small ship operator. Once we leave the wharf the ship cannot obtain additional supplies or medicines. Special requests or dietary requirements must be advised to your booking agent as early as possible - upon arrival please reconfirm any special requests. Please also ensure you bring any prescription medication you may need. The Captain, crew and staff of Captain Cook Cruises wish you a fantastic sailing safari.



Spirit of the Pacific

Auckland business man, Lou Fisher, commissioned the Sail Training Ship “Spirit of Adventure” in 1972 and gifted her to the Youth of New Zealand. The Spirit of Adventure Trust was formed to operate the vessel and as a result thousands of young people were able to experience the thrill of a sailing adventure. In 1986 a new vessel was commissioned by the Trust and in 1997 “Spirit of Adventure” was sold to Captain Cook Cruises Fiji Islands and renamed “Spirit of the Pacific” where she began a weekly schedule of sailing safaris through the Mamanuca & Yasawa Islands of Fiji.

Vessel	Square rigged Topsail Schooner
Tonnage:	99.64 tonnes
Length:	33 metres (108ft)
Beam:	6.24 metres
Draft:	3.35 metres
Year built:	1972 New Zealand

SAILING SAFARI A TO Z HELPFUL INFORMATION

The following information is a guide only and is subject to change. Kindly note that it is your responsibility to ensure you have all the correct documents including visa, health and passport requirements. Please check with your local authorities before you depart. For information & details of passenger responsibilities please refer to the passenger cruise contract.

ACCOMMODATION - Each evening Spirit of the Pacific returns to the Barefoot Lodge for overnight accommodation. The Lodge has 22 beachside sleeping bures. The accommodation is traditional and basic. Each bure has two single beds (which you can push together if you choose) with mosquito nets, torch and linen supplied (but please BYO towel). The sleeping bures do not have electricity.

BAGGAGE – It is a safari so please travel light - limit of one medium size backpack or soft kit bag per person. You may also like to bring a small day pack for sailing adventures. Please include toiletries, towel, swimwear, sun hat, sunscreen, reef walking shoes, a sulu (sarong) for island villages, any medication you need and small denomination Fijian money. Spirit of the Pacific carries a range of items



such as film, postcards, drink coolers and basic personal items such as UV suncream (30+), lip balm, insect repellent and salve, toothpaste and deodorant. Additional luggage can be stored at most hotels or can be left at the Captain Cook Cruises Nadi office.

BAR – Spirit of the Pacific and the Barefoot Lodge stock a variety of beverages including: Fiji Bitter beer, Fiji Gold beer, Red or White wine (glass), Bounty Rum & cola, Whiskey & cola (can), Vodka & Orange (can), Gin & Tonic (can), Soft Drinks (various), Fiji Water (bottled).

BOARDING – Boarding is from Denarau Marina unless otherwise stated. Please present your ticket with photo identification at the Captain Cook Cruises reception bureau at the base of the wharf. Check in time is from 8.30am. The departure time is 9.00am sharp.

CASH FREE: - For your convenience we operate a cashless bar system both onboard Spirit of the Pacific and at the Barefoot Lodge. You may use your Account for drinks, souvenirs, film and other personal items. Your Account must be settled prior to departing the Lodge on the final day by cash (Fijian Dollars) or credit card (American Express, Visa or MasterCard).

COFFEE & TEA - Coffee & tea is complimentary.

CULTURE - To fully experience, enjoy and learn from the culture, we ask you to observe the local customs when visiting traditional villages. Captain Cook Cruises have made special agreements with the local chiefs of the villages you will visit. Please remember to always treat the locals with respect and courtesy as they have extended a very warm welcome to you into their homes. Never wander around another village uninvited. Some few basic hints may assist:

- Dress modestly. Bathing suits and brief clothing are not acceptable in public places. Both men and women should cover legs to below the knees (a sulu or sarong is fine) and the arms to below the elbows.
- Remove your hat and sunglasses prior to entering a village or house
- Remove your shoes prior to entering a bureau or house
- Refrain from touching a Fijian's head - it is considered bad manners
- Ask permission before taking photographs in rural areas
- Always leave by the door from which you entered
- If you are presented with a cup of kava the tradition is to clap once with cupped hands before accepting the cup (usually in a half coconut shell), then drink down the contents of the cup in one go and say "Bula" or "Thola". Pass the cup back and then clap three (3) times using cupped hands.
- Instead of knocking on a door, call out the words "Dua Dua Dua" and await a reply from within
- Speak softly and do not yell ... this is taken as an aggressive act and not tolerated
- Drunken behaviour may be amusing to some guests ... but not to most Fijians
- Sulus / Sarongs are evening attire for most Fijians ... and at the Barefoot Lodge

DIVING – Dive opportunities are available at an additional cost for both certified and 'first time' divers. All certified divers must present an internationally recognized Open Water Dive Certificate to the dive instructor to participate in certified dives. Introductory (or beginner) divers are not required to have a certification card however they will need to complete a medical and waiver form. To avoid disappointment, passengers with any health issues or taking any medication, should visit their doctor to obtain a fitness to dive certificate prior to embarkation (not available in Fiji). Divers should simply register your interest with Reservations when booking your cruise. Dive bookings, payments and all final arrangements are made after you embark the vessel, direct with our Dive Instructor, as weather conditions and itineraries are known.

DRAWAQA ISLAND – The Barefoot Lodge is located on Drawaqa Island (GPS location between 17.10.76S – 17.09.87S and 177.11.42E – 177.11.52E). Drawaqa is a volcanic Island composed of granite & volcanic extrusion with an overlay of accumulated sand. It is a small island lying immediately south of Naviti Island and north of Nanuya Balalavu Islands in the Yasawa chain of islands northwest of the main island. The Drawaqa island walking trail offers stunning views of the surrounding coral reefs. It is a mildly elevated climb and trek along the western edge of the island and in some areas follows goat tracks cut into the hillside. Organised departures are escorted by a local guide, highlighting the native flora and fauna. If you would like to explore the island by yourself on foot, by



kayak or snorkel, please notify the Lodge Manager with your anticipated route and return time before leaving the Lodge.

DRESS –: Light casual clothes, swimwear, a light sweater or spray jacket, sun hat, a sulu (sarong), sunglasses (Polaroid), sandals and reef walking shoes/sand shoes for shore excursions. Fijians dress modestly. Revealing clothing is not accepted in public places, so please cover your shoulders and knees with your bula shirt and sulu/sarong when visiting villages.

DRINKING WATER – When in the tropics drink plenty of water to avoid dehydration. The water onboard Spirit of the Pacific and from the taps at the Barefoot Lodge is fresh, free and suitable for drinking. Bottled Fiji water is available for purchase and is known around the world for its freshness & delightfully refreshing taste. Coffee & tea is also supplied free to our guests with either biscuits or freshly baked cakes served at our morning or afternoon tea breaks.

FACILITIES - The Barefoot Lodge has 22 beachside sleeping bures, one large meeting bure, communal toilets & showers (cool fresh water only) and tropical garden nursery. There is no electricity in the bures.

FIJIAN SPEAK

"A" 's are as long as in master

"E" 's are as long as in pet

"I" 's are spoken "e" as in beef: (eg Viti / Vee-tee)

"O" 's are as long as in or

"U" 's are as long as in Lucy

"B" is "mb" as in member

"D" is "nd" as in candy: (eg Nadi / Nandee)

"Q" is "ng" as in hunger (eg Drawaqa / Drarwongar)

"C" is "th" as in them: (eg Mamanuca / Mam-man-oo-thar)

"G" is "ng" as in sing

Greetings or hello	ni sa bula / nee sar mbul-ar
Thank you or good	vinaka / vee nar-kar
Goodbye	ni sa moce / nee sar mor-thay (formal style) moce / mor-thay (informal)

GARDEN NURSERY – Guests at the Barefoot Lodge have the opportunity to assist in making Drawaqa Island a self sufficient island paradise by participating in morning planting activities for our tropical garden nursery. Fresh fruits and vegetables are being planted and examples include: 3 types of banana, 3 types of native tapioca, pawpaw, coconut, breadfruit, watermelon, pineapple and pumpkin.

GIFT SHOP - Spirit of the Pacific carries a range items such as film, postcards, drink coolers and basic personal items such as UV suncream (30+), lip balm, insect repellent and salve, toothpaste and deodorant.

KAYAKS & SAIL BOAT - Guests enjoy complimentary use of kayaks and the sailboat at Barefoot Lodge. Please advise the Lodge Manager beforehand of your intended use of these craft so that we can ensure your safety and pleasure.

LAUNDRY - Guests are asked to minimise clothes washing on the island due to scarcity of water. There are no laundry facilities.

MEALS – The Sailing Safari is a camping style holiday so meals are very casual. Breakfast usually includes cereals, fruit, toast and spreads. During the day lunch can vary from salads and cold meat, to Fijian style curries to hearty toasted sandwiches. Dinners alternate between barbeques, buffets and traditional lovo feasts. All meals are prepared for you.



MEDICAL - The ships/Lodge's crew does not include a doctor, however the Ship's Officers are trained in First Aid. There is no pharmacy at the Lodge so please ensure you bring adequate prescription medicines you may require. There are nurses based in the Yasawa Islands and hospitals are up to two hours away by air.

MEDICAL - FITNESS TO TRAVEL - The guests warrant that they are physically fit and capable of undertaking the cruise. A certificate of fitness of travel by your doctor is required for passengers over 75 years of age and/or passengers with limited mobility. This product is unsuitable for children under 12 years of age. For full details please refer to the Passenger Cruise Contract.

MONEY EXCHANGE – We regret there is no money exchanges facilities available at the Lodge. Please ensure you bring small denomination Fijian money for handicraft markets.

PASSENGER CRUISE CONTRACT - Tickets are issued subject to the terms and conditions of the Passengers Cruise Contract.

POWER - The Lodge has a low impact policy. Where possible our aim is to; preserve the natural environment; maintain an authentic Fijian experience; and replace 21st Century noise with the silence of the stars. The Barefoot Lodge operates on very limited power sources. Energy efficient systems are used to blend with the nature environment wherever possible and there is no electricity in the bures. Personal torches are provided to each guest.

SAILING – The ship sets a new course every day with hundreds of remote islands, reefs, traditional island villages and caves to explore. Spirit of the Pacific's sailing schedule is flexible and dependant upon the prevailing sea, wind and weather conditions. Subject to these conditions we modify your itinerary to provide a combination of sailing, island and cultural experiences. If there is no wind, Spirit motors with sail trim to tropical and exotic locations.

SMOKING POLICY – Below deck areas on Spirit of the Pacific and the sleeping bures at the Barefoot Lodge are designated as "Non-Smoking". For everyone's comfort & safety we ask you not to smoke in these areas. You may smoke on the open deck. As a courtesy to your fellow passengers, please refrain from smoking pipes and cigars. Cigarettes are not sold at the Lodge or onboard. Please dispose of all cigarette butts thoughtfully and use the bins provided.

SWIMMING & SNORKELLING – Fiji's tropical waters have a high saline content with tides that range from 1.9m (high) and 0.3m (low). Fins, masks and snorkels will be issued free of charge to each passenger for the duration of the sailing safari. You will be asked to sign a bond of F\$100 to cover non return of equipment. Snorkelling off Barefoot Lodge is some of the best in Fiji with brilliant reef fish and corals. The large shoals of plankton that arrive seasonally also attract Manta Rays to the waters directly off Barefoot Lodge.

SPECIAL DIETS - Passengers requiring special meals should advise the Company in writing at least two weeks prior to sailing.

TELEPHONES – Whilst at the Lodge you may pass urgent messages only by marine radio phone. The island has no permanent telephone communication system in place. Mobile phone coverage is patchy – some work, some do not. Some guests have advised that a Fijian Vodaphone sim card purchased in Nadi prior to departure works best, however these are not compatible with all phones and cannot be guaranteed.

TIPPING - Tipping is always a personal matter and depends on whether you have enjoyed the service you receive. As a general rule, tipping is not necessary.

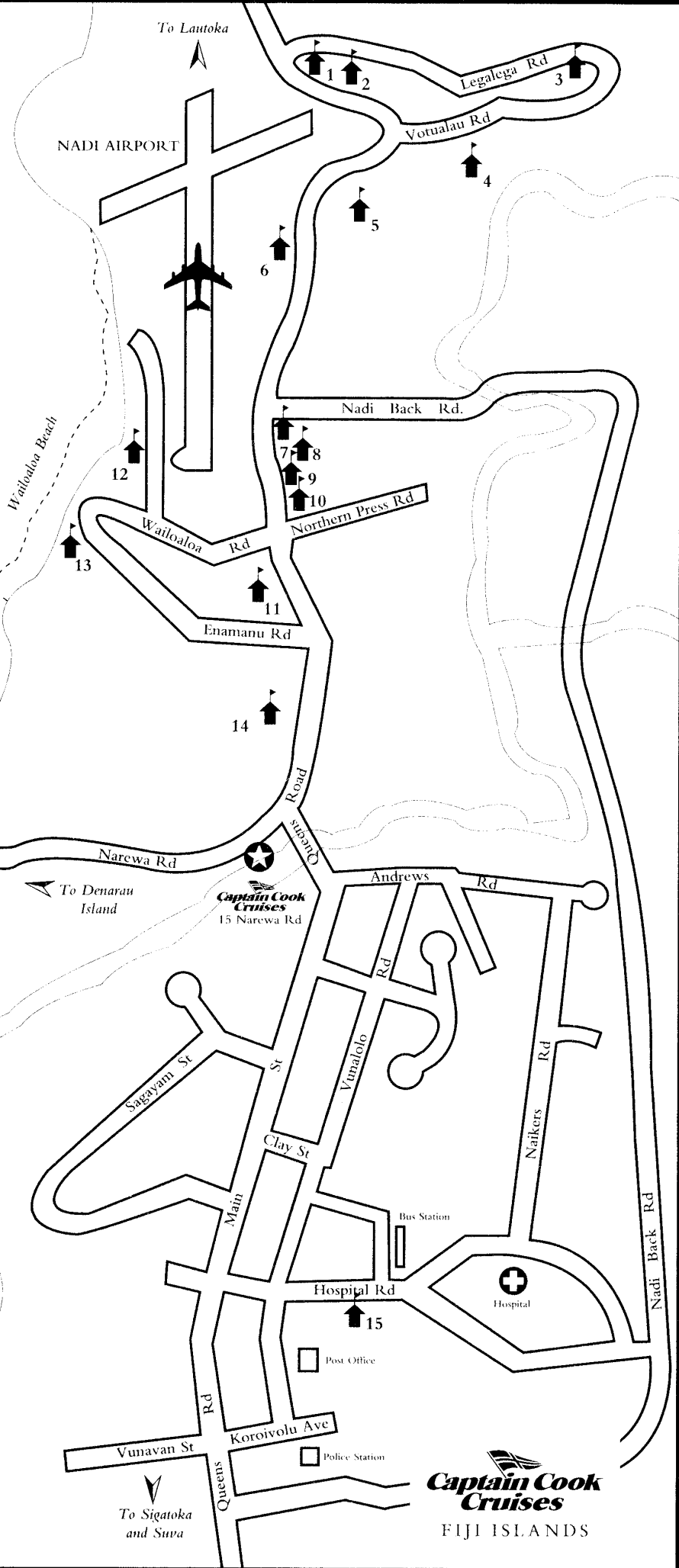
TOWELS – Please bring your own towel. Towels can also be hired from the Lodge Manager for FJ\$10.

VALUABLES – Please keep valuables to a minimum and do not leave valuables in your bure. Valuables may be lodged with the Lodge Manager for safe keeping however Captain Cook Cruises accepts no liability. Please remember the Fijian culture is an enormously friendly and sharing one. To



avoid any cultural misunderstanding, if you lend or show an item to a Fijian national, please politely ask for it back should it not be returned immediately.

WEATHER - A warm tropical climate, generally cooler and dryer from April - October. Temperature ranges from 20-28 degrees Celsius. November to March is usually wetter with a temperature range 24-32 degrees Celsius.



HOTELS

1. Tokatoka Resort Hotel
2. Raffles Gateway Hotel
3. Tanoa Hotel
4. Mocambo Hotel
5. Melanesian
6. Skylodge Motel
7. Dominion International
8. Sandalwood
9. Wests Motor Inn
10. Capricorn
11. Nadi Bay Hotel
12. Travellers Beach Resort
13. Club Fiji Resort
14. Kennedy
15. Nadi Hotel
16. Sunseekers
17. Sheraton
18. Sheraton Royal

Captain Cook Cruises
FIJI ISLANDS

PASSENGER CRUISE CONTRACT

IMPORTANT NOTICE: Please carefully read the terms of this Cruise Contract. The terms are an integral part of the contract between passengers and the Company.

When your booking/ticket is confirmed, it will be deemed at all times that you have read, understood and accepted the conditions hereof, and agreed to the terms herein contained. Attention is particularly drawn to the Company's right to exemption and limitation of liability.

1. THE CONTRACT: Upon payment of the fare for the agreed cruise described on the passenger ticket and the Company's brochure and subject to the other terms of this contract, Captain Cook Cruises agrees to accept the passenger or passengers named in the passenger ticket.

2. DEFINITIONS: (a) "Passenger" means anyone buying the passenger ticket or using it as a passenger, or anyone named on the ticket. (b) "Carrier" includes the Company and the vessel named on the passenger ticket, her owners, charterers and operators, any substituted or connecting vessel and all launches and vehicles belonging to the vessel or owners or operated by any of the above. The Company is not a common carrier. (c) "Sea" means the waterways of the Great Barrier Reef, Murray River, Fijian Islands, Sydney Harbour or such other places as the Carrier may from time to time select. (d) "Sailing" shall mean and include the time the passenger embarks on his/her cruise until the cruise is completed.

3. GENERAL PROVISIONS: (a) Your authority to agree. In buying the passenger ticket you state that you are authorised by or on behalf of any passenger listed on the ticket (including any minor) to agree to all the terms of this contract. (b) No transfer. This contract is between the Carrier and the passenger. It cannot be sold, assigned or transferred to any other person without prior express written consent of the Carrier. (c) No third party responsibility. This contract is only with the Carrier. No other person or Company shall be responsible in any way to the passenger. (d) Limitations apply if third party is held responsible. However if any other person or Company is held responsible, all benefits, limitations, exemptions from liability, defences and immunities referred to in this contract or under law or treaty or from any other source apply to such persons or Company and their vessels, agents, servants and employees. (e) Contract continues. This contract remains in effect for all periods when the Carrier is under any responsibility to the passenger or the passenger's property. (f) No oral changes. No addition, variations, or waiver of any of the printed terms of the contract can be effective unless it is expressed in writing and signed by the Carrier or its Authorised Agent. Any changes must refer to the passenger and ticket Number. Any waiver by the Carrier of any of its rights under this contract, or failure to assert or enforce such right, cannot affect any other rights of the Carrier. It will not affect even the same right if and when the Carrier may decide to apply that right. (g) Invalid terms or applications do not affect remainder. If any term of this contract or any application are found invalid or unenforceable, this contract shall continue in full force and effect for all other purposes.

4. PASSAGE MONEY: (a) Payment of fare. The fare agreed between the passenger and the Carrier shall be payable as follows: (i) Two hundred dollars (Australian) deposit at the time of booking; (ii) Balance of fare at least sixty days prior to sailing date. (b) Increases. The validity of fares are detailed in the Company's brochure. (c) What is covered. The fare as agreed shall include cruise passage, food and accommodation while onboard. The fare does not include Gratuities, Drinks, Wines, Liquors, Gift Shop purchases, Shore excursions, Miscellaneous extras or other personal needs, or medical care. Payment for all additional goods and services must be made in cash or by credit card upon demand by the Carrier prior to the passenger's disembarkation.

5. CANCELLATION BY THE PASSENGER: The passenger shall be entitled to withdraw from the passage contract only upon the times or events set out as follows: (i) At least 60 days in advance. If the passenger gives written notice of cancellation more than 60 days in advance a handling fee of AUS\$50.00 per person will be charged. (ii) From 30 days to 59 days. If the passenger gives written notice of cancellation between 30 days and 59 days before the sailing date the passenger will forfeit the \$200 deposit. (iii) From 15 days to 29 days. If the passenger gives written notice of cancellation between 15 days and 29 days before the sailing date the passenger shall be liable to pay 50% of the agreed fare. (iv) Less than 14 days. If the passenger gives written notice of cancellation less than 14 days before the sailing date, the passenger will be subject to a cancellation charge equal to 100% of the fare. (v) Cancellation fees, less the administration fee, may be applied to another cruise if completed within 12 months of the original booking.

6. NO STOPOVERS OR DISEMBARKATION AT INTERMEDIATE POINTS WITHOUT APPROVAL: FAILURE TO MAKE SAILING: (a) Unauthorised disembarkation. If the passenger interrupts the cruise and disembarks at an intermediate port or place without prior agreement or the written approval or permission of the Carrier, its servants or agents, the passenger does so at the passenger's own risk and expense. No refunds will be made in such cases. (b) Failure to make sailing. If the passenger misses any sailing of the vessel from any port, the Carrier shall not be liable for any costs, expenses or damages incurred by the passenger as a result thereof.

7. ACCOMMODATION: NO PETS OR ANIMALS: (a) Adherence to rules. All passengers must abide by all rules and regulations of this contract. Any questions a

passenger may have shall be directed to the Carrier's General Agent or to the master onboard the vessel or his representatives. (b) Accommodation. Accommodation shall be designated by the Carrier, his servants or agents and shall be paid for at the regular rate for such accommodation. (c) Involuntary disembarkation of passenger. The Carrier may refuse to transport and may disembark any passenger at port at any time, due to illness, disease, injury, mental problems, vulgar or improper conduct, abuse of alcohol or drugs, refusal to obey regulations, or whose presence in the opinion of the master may be detrimental to the comfort or safety of other passengers, the vessel or the crew. The Carrier shall not be liable for any expenses incurred in declining to carry a passenger or for the involuntary disembarkation of a passenger. (d) No pets. Pets and other animals are not allowed on the vessel.

8. PASSENGER HEALTH: CARRIER NOT LIABLE FOR MEDICAL CARE OR EXPENSES WHATSOEVER: (a) Passenger is fit for the cruise. The passenger warrants that he or she is physically fit and capable of undertaking the agreed cruise. The Carrier in its sole discretion may require a Doctor's Certificate from any passenger in that regard. A certificate of Fitness to Travel is required from all passengers over 75 years of age. (b) Consent to treatment. If, in the opinion of the Carrier, a passenger is in need of medical assistance and is unable to request it, the passenger hereby consents to the Carrier making such medical arrangements as it deems necessary, at the cost of the passenger. (c) Passenger's obligation to report medical conditions. The passenger must report any pre-existing illness, disability or pregnancy or any other conditions for which the passenger may require medical attention during the course of the voyage to the Carrier or its General Agent before the passenger ticket is issued. If any such condition arises after the ticket is issued it must be reported to the Carrier, its servants or agents before boarding or as soon as such illness or disability is known. Failure to report any such condition shall completely absolve the Carrier, its servants or agents from all or any liability in respect of such condition. (d) Lack of obligation to examine passenger. The Carrier does not have any obligation to examine any passenger prior to boarding or sailing for any purpose, and the Carrier relies entirely on the passenger's warranty as to fitness herein before referred to. (e) Refusal of passage.

The Carrier reserves the right to refuse passage to a passenger who has failed to give proper notice of physical disability, illness or handicap requiring special care, attention or treatment or who in the Carrier's opinion is physically or mentally unfit for travel. In such event the fare will be refunded at the sole discretion of the Carrier, and the Carrier shall be entitled to deduct any expenses associated therewith. (f) Treatment at passenger's risk. Subject to the foregoing, any medicines, surgical attendance or medical treatment furnished by a qualified Doctor or Medical service personnel (all of whom are engaged as independent contractors) designated by the Carrier or the ship's officers or other servants of the Carrier, shall be and are accepted at the passenger's sole risk, and the Carrier shall not be responsible for the quality, nature or consequence thereof.

9. CARRIER'S RIGHT TO CANCEL, SUBSTITUTE VESSELS AND CHANGE SCHEDULES AND PORTS: (a) Changes in vessels. The Carrier may at any time, without notice, cancel or change the date of sailing, or substitute vessels. The passenger shall have no claim against the Carrier by reason of any cancellation, change or delay of sailing or arrival, for hotel or board bills, travelling expenses or other loss, delay, inconvenience or expense whatsoever. The Carrier will refund the fare paid if and only if the passenger does not subsequently take passage on the delayed vessel or any substituted vessel of the Carrier. The provision of this section may only be waived by the Carrier. (b) Approximate schedules. Sailing schedules and times of arrival and departure may be altered at the discretion of the ship's master or Carrier due to unforeseen circumstances. Any costs of food and accommodation ashore are the sole responsibility of the passenger. (c) Deviations. The vessel and her master shall have the liberty to; without pilots, *tow and assist vessels, including those of the carrier in all situations, *deviate from the usual, advertised or scheduled route, *put back to or into, or to call or stop, or omit to call or stop at any port or place, on land or at sea in or out of the route of the usual, advertised or scheduled voyage, even though doing so may involve going backwards or away from the port of destination. These things may be done for any reasons which are sufficient in the judgement of the Carrier or the master, including but not limited to, offering or rendering assistance in every effort to preserve life or property. (d) Government and underwriters' orders. The vessel and the master shall have liberty to comply with all orders given by competent governmental authorities and the underwriters of the vessel and the Carrier. (e) Interruption of voyage. (i) Acts of God etc. If the vessel's voyage is interrupted or if the vessel is unduly delayed or prevented from proceeding in the ordinary course by - *acts of God, *perils of the sea, harbours, rivers or other navigable waters, *act of government or ruling authority, *epidemics, *collision, *stranding, *fire, *faults or errors of navigation or management of this or any other vessel, *seizure of the vessel under legal process, *any abrupt or unexpected increase in the cost of fuel or shortage of fuel, *war, *hostilities, *riots, *strikes or labour stoppages, or *any other cause or circumstance beyond the Carrier's responsibility and control. The Carrier shall have the

right to terminate the vessel's voyage at any time without notice and for any reason whatsoever. In that event the Carrier may (at its absolute discretion, of which it shall be the sole judge) refund such proportionate part of the fare. (f) Indemnity by passenger. The Carrier shall have the right to be indemnified by the passenger for all penalties, fines, charges, losses and expenses imposed upon or incurred by the Carrier or the vessel because of the passenger, or a minor or any other person in the passenger's care.

10. REGULATIONS CONCERNING BAGGAGE & PERSONAL PROPERTY: (a) Baggage means only trunks, handbags, valise, satchels and bundles, containing wearing apparel and personal effects. (b) Limitation of shipments and liability. The Carrier does not undertake to carry as baggage any merchandise, samples, furniture, household goods, tools of trade, property belonging to any person other than the passenger, pictures, perishable goods, glassware, liquids, bric-a-brac, money, documents or valuables. The passenger states no such articles are or will be contained in any receptacle or container presented as baggage. (c) If any such baggage or articles as referred to in (a) and (b) above are shipped by the passenger as baggage, the Carrier shall have no liability as bailee or carrier or in any other capacity, either for negligence or otherwise. (d) Allowable weight or cubage. Each passenger is allowed free transportation of hand baggage not exceeding 0.5 cubic metres in volume. Each additional piece will be charged for at the Carrier's current rate. (e) Marking of baggage. Each piece of baggage shall be marked with the full name and address of the passenger. The Carrier shall not be liable for loss, damage or delay resulting from the passenger's failure to mark each piece of baggage plainly as directed. (f) Hazardous items. The passenger shall not place in baggage firearms, inflammable matter of any kind such as matches, gunpowder, cartridges, films etc. Such articles may be thrown overboard or destroyed at any time without liability. Should loss, damage or delay to the vessel, or her cargo, or to any of the passengers, the crew, or other persons onboard, be caused by dangerous articles brought by the Passenger, the passenger shall be liable for the full amount of all resulting damage. (g) Forbidden items. The passenger shall not bring onboard articles, the importation or exportation of which may be forbidden or which do not conform to the customs or police regulations and the laws of Australia and Fiji. Should this rule be violated, the passenger shall be held liable for all resulting fines, losses, damages or delays. (h) Liquor. State liquor laws prohibit passengers from bringing supplies of liquor onboard the vessel. (i) Unclaimed baggage. Baggage remaining unclaimed on arrival of the vessel will be stored at the passenger's sole risk and expense. (j) Valuables. The Carrier is not responsible for money, jewellery, documents and any other valuables which passengers keep on their persons, in their cabins or in their baggage. (k) Insurance by passenger. The passenger is strongly recommended to obtain adequate insurance to cover his/her baggage and personal effects and all other risks.

11. LIMITATION ON CARRIER'S LIABILITY: (a) No liability for certain events. The Carrier and the vessel shall not be liable for loss, death, or delay of, or injury to, any passenger or loss or damage or delay to his baggage, personal effects or other property, arising from: *acts of God, *public enemy, *government restraint, *riots, *strikes, *lockouts, *labour troubles, whoever may be the instigators thereof, *epidemic, *civil disturbances of whatever nature, *perils of the sea, harbours, rivers, or other navigable waters, *fuel shortages or abrupt and unexpected increase in fuel costs, *collision, *stranding, *fire, *theft, *baratry, or any other crime by any person, *faults or errors of navigation or management of this or any other vessel, *explosions, *breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings or supplies of the vessel or launches or vehicles or any defect of the Carrier's premises, at whatever time existing, *fault or neglect of pilots, tugs, regular members of the crew, agents, servants, independent contractors, *as particularly provided in Section 9 above, for the quality, nature or consequences of medical or surgical treatment, *any loss, damage or delay arising from inherent defect, quality or vice of the passenger's baggage or personal effects or from the insufficiency, inadequacy or absence of baggage marks or of address or description of such baggage or effects. *Any loss or damage caused by delay in, or prevention of sailing, prolongation of the voyage, deviation or stoppage in transit, or from any calls at ports or departures from the regular course of the voyage permitted by the contract, *seizure of the vessel under legal process, *any act, omission, fault or negligence of this or any other passenger, *any other cause or circumstance beyond the control of the Carrier, whether or not of the kinds listed here. (b) Limitation on Carrier's liability with respect to baggage and personal property. This liability shall not exceed one hundred Australian Dollars in the event of loss, damage or delay to any of the passenger's baggage or other property taken with him/her on the voyage.

12. OTHER OPERATORS: Whilst all care is taken, no responsibility/liability whatsoever is borne or accepted by the Company for any other operator that is included, for any reason, as part of a package holiday, or conference or meeting within the Company's Ship. The passenger agrees that any independent contractors with whom the Company so contracts provide their services subject to their usual terms and conditions.