

Terms and Conditions - Spirit of Adventure Trust – Discovery Voyage

Please note: By completing your registration online, you have confirmed that you have read, understood and will comply with all the following details.

Travel to and from the ship

Travel to and from the ship is the participant's responsibility and cost and you may be asked to forward your travel details to validate your arrival time. It is critical you make note of your joining and departure times as your late arrival could risk the Ship's departure time. You need sufficient time before and after the voyage to reach your travel point; e.g. if flying, we advise your flight arrives at least 3 hours before the Ship departs and when you leave, you book your flight no sooner than 3 hours after the Ship returns to allow sufficient time to travel to the Airport.

Photo / Video Consent

During your Voyage, photographic images and video footage may be taken of any of the activities or participants. Spirit of Adventure Trust, and their official partners, may use these by way of publication in print, online and general media and your consent is given. Please note this does not include general photos taken by other participants (where applicable). If you are a participant under 16 years, we also require your parent(s)/guardian(s) permission.

Health, Fitness, Age and Medical Information

All participants must be in good health and must complete our confidential medical declaration. All medical issues and medications must be declared and your declaration must be signed by a parent or guardian. All information is treated with total confidentiality. Please note that the Trust reserve the right to refuse a booking on the grounds of your medical information, should your medical be declined you will not be able to join the voyage and your school will be responsible to find a replacement. If you fail to declare a medical condition or medication that then results in you being refused boarding or being off-loaded from the Ship, no refund will be provided. All participants must declare if they have been in contact with an infectious disease. Where required and if needed for medical advice on the participant, all participants give permission for Spirit of Adventure Trust to consult with a GP/medical specialist.

Privacy Policy

The information we collect on your application, medical and other official forms is used to assess your suitability for the voyage and for organising and administering the operation of the Ship. The information is also used to send you further information about your voyage, any future Trust activities, and provide selected information back to our Scholarship Funders as requested by them (i.e. Ministry of Youth). Please note, all your information is treated in the strictness of confidence and held with the utmost care; we value your privacy and never give, lease, sell or otherwise disclose your personal information except as above, required by law or in the case of an emergency where you may need medical treatment.

Personal Items and Insurance

The Spirit of Adventure Trust cannot be held responsible for any damage to property or belongings taken aboard the vessel and we strongly advise you arrange your own insurance for these items. You may wish to label your belongings/clothing.

Alcohol and Smoking Policy

Spirit of Adventure Trust operates a smoke free and alcohol free environment. No smoking (including e-cigarettes or vaping) or drinking of alcohol is permitted on the Ship throughout the entire voyage (anywhere on the Ship).

Voyage Safety

Participation will involve physical effort and exposure to greater than usual risk. The Trust attempts to minimise all risks by being a responsible and professional organisation with high standards of safety and discipline.

Participants must agree to abide by all instructions given to them by the Spirit Crew. There are statutory safety briefs given on board about Fire, Abandon Ship and Man Overboard amongst others. However, some immediate tips for you are:

- Sitting on the life rafts, stowed on deck, is forbidden – it can damage the white fiberglass casing and seals and let rainwater into the raft. This may cause rot, rust or otherwise prevent the raft from operating properly
- Sitting on the handrail is forbidden – it appears comfortable and convenient, however unexpected/ sudden movement of the ship can cause you to overbalance and fall overboard
- Do not climb the rigging until you have had the appropriate safety briefing – you must be accompanied by a crewmember and wear the correct safety harness - rigging is a place of work on a sailing vessel and you will have ample opportunity to explore this domain
- Red night lights are left on at all times for night vision
- Moving around the ship can be a hazard if you are not used to it - move purposefully and carefully on stairs and do not swing on doors or overhead ledges
- Watch your head as ceilings are at different heights and be aware of all doors as some open from the inside without warning. All doors should be opened and closed or held ajar in your hand to prevent swinging/accidents

Payment of Fees

Your School will be invoiced for the whole team attending the Discovery voyage and this MUST be paid 12 weeks prior to your voyage. Your school will advise the cost to you as an individual participant and when this cost must be paid to the school.

Itinerary Changes

Spirit of Adventure Trust has the right to cancel, advance, postpone or substitute any scheduled sailing at any time – hence our recommendation to take out travel insurance.

November 2023

Refunds/Cancellations/Bookings - applies to all individuals on Discovery Voyages

- If your school cancels their booking with us within 12 weeks of the voyage departing, for any reason whatsoever, the voyage fee is not refundable unless a replacement school can be found, less a \$1000 admin fee.
- If the Spirit of Adventure Trust cancels the voyage for reasons within its control, for example, due to ship mechanical faults, all payments, less a \$1000 administration fee, will be refunded in full.
- If you cancel your place in the school team at any time, for whatever reason, you need to contact the teacher in charge of coordinating the Discovery Voyage urgently and a refund will be dependent on finding a replacement student/participant. If cancelling because of illness or injury, please be prepared to provide the school with a medical certificate. Potential refunds will need to be discussed with your school and the teacher in charge of coordinating the Discovery Voyage; the school manages this process having been invoiced in full as a team
- The Spirit of Adventure Trust will not be liable to any party (for refunds or otherwise) for the failure to perform its obligations (sail, conduct a Voyage) during the time and to the extent that such performance is prevented by risk to the health and safety of trainees or crew or risk to the vessel or by reason of an event outside its control such as, without limitation, regulatory or other intervention by third parties having authority, weather conditions or damage to the vessel (force majeure event). The Spirit of Adventure Trust will notify you and use all reasonable endeavours to mitigate and remedy the effect of the force majeure event; and in a reasonable timeframe notify you when our obligations (sailings) will resume. The Spirit of Adventure Trust, acting reasonably, will be the sole determinant of whether or not an event is a force majeure event.

As noted on your application/booking form which you have signed, you and/or your parents or guardians agree to these terms and conditions and acknowledge you have read them. You are also agreeing:

- There are numerous risks inherent with the Voyage and you accept the potential risks to yourself/the Participant
- To comply with the safety standards and directions given to you at any time by the Crew
- That the Trust, its servants and agents (whether negligent or not) shall not be responsible for any injury, accident, loss, damage or expense suffered by you on a voyage

Voyage Code of Conduct

Your Voyage should be a wonderful and memorable experience. To ensure safety and enjoyment for all on board we require the following standard of behaviour to be observed. You accept that Spirit of Adventure Trust reserves the right to remove you from the ship should any of the below not be complied with. Note: as a result, any costs you incur will not be covered.

You will:

- Maintain a high standard of behaviour when travelling to or from the Ship – the consumption of alcohol or drug use by any participant when travelling to or from the Ship is strictly prohibited
- Upon joining the Ship, inform the Master of any changes of any details; and/or any medication that is not on my medical form held by SoAT
- Not bring or use alcohol, illegal drugs, cigarettes (including e-cigarettes, vaping) and weapons (such as knives) onboard
- Comply with all instructions given by the Crew
- Respect the Crew and other participants - not use offensive language or threatening behaviour to anyone at any time – and agree to comply with the Trusts' non-negotiable behaviours (verbal, physical or emotional)
- Not post any images, videos or comments on any social media site that may give a negative impression of the Spirit of Adventure Trust, Trust Crew or fellow participants.