



Renaissance  
Tours

# A FESTIVAL OF OPERA AND MUSIC

SYDNEY – EDEN – FREYCINET – PORT ARTHUR – HOBART

26 NOVEMBER – 01 DECEMBER 2009

Please print your full name as it appears on your passport or photo ID:

<b>ABOUT YOU</b>	<b>First Guest</b> <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Other	<b>Second Guest</b> <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Other
Family Name:		
Given Names:		
Known as: (if applicable)		

## ACCOMMODATION REQUEST

- OWNER'S SUITE AUD 9,750     
  BALCONY SUITE AUD 8,950     
  DELUXE SUITE AUD 8,550  
 JUNIOR SUITE AUD 7,550     
  CAT. A STATEROOM AUD 5,995     
  CAT. B STATEROOM AUD 4,995  
 SINGLE SUPPLEMENT – OWNER'S / BALCONY / DELUXE SUITE +100%  
 SINGLE SUPPLEMENT – JUNIOR SUITE / STATEROOM A or B +75%

## WOULD YOU LIKE TO BOOK ANY ADD-ON PACKAGES?

- Sydney (deposit = AUD 100 per person)   
  Hobart (deposit = AUD 250 per person)   
  Melbourne (deposit = AUD 250 per person)

**MORE ABOUT YOU** Past Passenger:  Yes  No     
 **BEDDING REQUEST**  Queen  Twin beds

## Home Address:

City: \_\_\_\_\_ State: \_\_\_\_\_  
 Postal Code: \_\_\_\_\_ Home Telephone: ( ) \_\_\_\_\_  
 Email Address: \_\_\_\_\_

## Home Address Second Guest (if different):

City: \_\_\_\_\_ State: \_\_\_\_\_  
 Postal Code: \_\_\_\_\_ Home Telephone: ( ) \_\_\_\_\_  
 Email Address: \_\_\_\_\_

## EMERGENCY CONTACT

Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_

## TRAVEL AND MEDICAL INSURANCE

- I/we wish to apply to purchase travel insurance and request that I/we be sent a Travel Insurance Application form to complete.  
 I/we do not wish to apply for travel insurance and acknowledge that I/we will arrange my/our own travel insurance.

## YOUR SIGNATURE PLEASE

HAVING AUTHORITY TO DO SO I AGREE ON BEHALF OF ALL PERSONS NAMED IN THIS RESERVATION FORM TO BE BOUND BY THE TERMS AND CONDITIONS OF THE PASSAGE TERMS & CONDITIONS (OVERLEAF) WHICH I HAVE READ.

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

- Complete credit card authority (if paying by Credit Card) OR forward a cheque (made payable to Renaissance Tours) of 25% of the total cruise fare.
- Upon receipt of your Guest Form and deposit, you will receive confirmation of your place(s) from Renaissance Tours.

**PLEASE CHARGE MY**  American Express     
  Diners Club     
  MasterCard     
  Visa

(Please note that payments by Diners Club and American Express will attract a 3% surcharge)

**FOR** (please  one or both boxes)   
  First Deposit     
  Second Deposit     
  Final Payment (when due)

Cardholder's Name (as on card): \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

## SIGNATURE

## DATE

## SPECIAL REQUESTS

Please list any special preferences or physical limitations or special dietary requirements of which you would like us to be aware.

How did you hear about the **Festival of Opera and Music**?

# PASSAGE TERMS AND CONDITIONS

Upon signing the Declaration in the Booking Form overleaf and paying the deposit applicable for all passengers named in the Booking Form (each a "Passenger"), each Passenger will enter into a contract on these Terms and Conditions (the "Passage Contract") with Orion Expedition Cruises Pty Limited ACN 108 326 218 trading as Orion Expedition Cruises (the "Company") and I.S.B.H. Pty Limited AC 069 591 448 trading as Renaissance Tours (the "Charterer"). The person signing the Declaration warrants that he or she has the authority to bind each Passenger to the Passage Contract and indemnifies the Company and the Charterer against any loss or damage arising from a breach of that warranty. The Passage Contract constitutes the entire agreement between the parties and supersedes all and any prior agreement, arrangement, representation or understanding in respect of the Transportation or any other matter.

**Art. 1 – INTRODUCTION.** The Company agrees to provide the transportation specified overleaf (the "Transportation") to the Passenger. The Passage Contract is personal to the Passenger, and neither the Passage Contract nor the Transportation may be assigned or transferred. No amendment of this Passage Contract shall be valid unless made in writing and signed by a duly authorised representative of the Company. The terms of this Passage Contract shall be separable and the invalidity of any provision shall not impair the validity of any other provision.

## Art. 2 – EXCEPTIONS AND FORCE MAJEURE.

Notwithstanding any other provision in this Passage Contract, and in particular but without limitation Articles 5, 6 and 11, the Company shall not in any circumstances be liable for any death, personal injury, loss of or damage to property, delay or any direct, indirect, consequential or economic loss, injury or damage of any nature or any inability to perform the Transportation or any part of it arising or resulting from strikes, labour disputes or difficulties or shortages (whether or not the Company be a party thereto) explosion, fire, collision, stranding, grounding or foundering of the vessel, breakdown or failure of or damage to the vessel, her hull machinery or fittings, errors of navigation, civil or other war, commotion, riot, insurrection, restraint or intervention of princes, rulers, people or governments, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of fuel or any other supplies, Acts of God, perils of the sea or other navigable waters, a force majeure event, or any other circumstance (whether or not of like nature to the foregoing matters) beyond the Company's control.

**Art. 3 – DOCUMENTS, HEALTH, CONDUCT AND SEARCH.** (a) The Passenger shall comply with any Government travel requirements, shall possess and shall present exit, entry and other necessary documents, and shall arrive aboard the vessel by the time fixed by the Company or, if no time is fixed, early enough to complete departure procedures. (b) The Passenger represents and warrants that the Passenger is fit to travel and that the Passenger's conduct will not impair the safety of the vessel or inconvenience the other Passengers or crew. The Company at its discretion and at any time may refuse to transport or may land the Passenger at any port or place, or transfer the Passenger to other means of transportation, because of conduct inconveniencing other Passengers or the crew. (c) At the time of booking the Passenger must inform the Company in writing of any physical or mental illness, disability or pregnancy which may affect the Passenger's fitness for travel. To the extent permitted by law, the Company may refuse to embark the Passenger at any port or place if in the opinion of the Company, the Passenger is physically or mentally unfit to undertake or continue the cruise or if the Passenger will enter the end of the 24<sup>th</sup> week of pregnancy by the completion of the cruise. (d) Failure to report any such condition will release the Company and the ship's doctor and other medical personnel from any liability related to such condition or its treatment. In addition to any other release contained in the Passage Contract, the Passenger hereby releases the Company from any and all liability for any injury or damage connected with the Transportation which is related to a pre-existing illness or disability. The Passenger acknowledges and agrees that the Company shall have no responsibility or obligation to provide any special services or medical equipment to Passengers. (e) The Passenger must indemnify the Company for all loss, damage or delay sustained by the Company because of any act or omission of the Passenger. (f) All minor Passengers (being any person under the age of 18) must be accompanied by an adult, and if that adult is not a parent or legal guardian, written permission from the parent or legal guardian is required prior to embarkation. (g) Every adult Passenger traveling with any minor Passenger, shall be responsible for the conduct and behaviour of the minor Passenger. The adult Passenger shall indemnify the Company for all loss, damage or delay sustained by the Company because of any act or omission of the Passenger or a minor Passenger traveling with that adult Passenger. (h) The Passenger agrees to abide by all the Company's rules and regulations and all orders and directions of the vessel's officers or medical staff, or any medical officer purporting to represent any government. (i) Doctors and/or nurses, whether agents or servants of the company or not, work directly for the Passenger and shall not be considered to be acting under the control or supervision of the Vessel, since the Vessel is not a medical provider. The Company shall not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such doctors or nurses may furnish to the Passenger. The Passenger may be charged for such professional services. (j) The Passenger, in the interests of international security and safety at sea and in the interests of the convenience of other Passengers, agrees and hereby consents to a reasonable search being made of the Passenger's person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Company, impair the safety of the vessel or inconvenience other passengers. (k) The Passenger must indemnify the Company in respect of any expenses of any kind, including fines or penalties or duties or other charges incurred by the Company and attributable to the Passenger's failure to comply with regulations of the vessel or any governmental authority. (l) The Passenger shall have no right to any refund and the Company shall have no obligation or liability of any kind to the Passenger in respect of any action taken by the Company in good faith under this Article 3. (m) It is the Passenger's responsibility to bring on board sufficient supplies of any prescribed or other required medication for the duration of the cruise, and to ensure that possession of such medications will not infringe the laws of any country on the itinerary. (n) Any charges incurred by the Passenger for medical reasons, including, but not limited to, physicians, surgeons, hospitals, medications, diagnostic facilities, air ambulance evacuation or ground ambulance, shall be the sole responsibility of the Passenger. The Passenger must indemnify the Company for any funds advanced on account of any such charges.

## Art. 4 - DEPOSIT AND FINAL PAYMENT

A deposit of 25% of the total passage fare (including any single supplements and after deducting any early booking reductions) must be paid to the Charterer at time of booking. A second deposit of 25% of the total passage fare (including any single supplements and after deducting any early booking reductions) must be paid to the Charterer 6 months prior to departure (by Friday 22 May 2009).

Payment of the balance owing is due three months prior to departure (i.e. Friday 28 August 2009). Failure to make your final payment by 28 August 2009 may result in cancellation of your booking and loss of deposits.

## Art. 5 – DELAY, DEVIATION, OMISSION OR CHANGE OF PORTS OR VESSEL.

The Company reserves to itself and the Master the absolute right for any reason whatsoever to substitute any other vessel for the nominated vessel, change the scheduled port of embarkation, or omit or change any scheduled call at any intermediate port, omit or change the scheduled port of disembarkation whether before or after the sailing of the vessel, to deviate from the ordinary or scheduled route in any direction for any distance, to delay or to terminate the Transportation, or to put back or to put into any port, and to transfer the Passenger and the Passenger's baggage to any other vessel or to any other means of transportation whether belonging to the Company or not, whether or not bound for the scheduled port of destination, even though resulting in delay, without previous notice to the Passenger and the Passenger shall have no right to refund and the Company shall have no obligation or liability in respect thereof to the Passenger except as provided in this Article 5. Subject to the exceptions in Article 5 above: (a) If the scheduled date or hour of sailing is delayed and accommodations are not available aboard the vessel, the Company may arrange, at no additional expense to the Passenger, hotel accommodation for the Passenger for the duration of the delay. (b) If the scheduled port of embarkation is changed, the Company will arrange, at no additional expense to the Passenger, substitute means of transportation (by sea, air or land to be determined by the Company) from the original port of embarkation to the rescheduled port of embarkation. (c) If the scheduled port of disembarkation is changed the Company will arrange, at no additional expense to the Passenger, substitute means of transportation (by sea, air or land to be determined by the Company) to the point of disembarkation from the nearest port at which the vessel calls, without right to any refund and without further liability of the Company from the time the Passenger leaves the Company's vessel. (d) If for any reason the scheduled duration of the Transportation is shortened, the Company's sole liability is to refund to the Passenger, on a pro rata time basis, the amount of the passage fare not used. (e) If for any reason the scheduled duration of the Transportation is lengthened, the Company shall have no liability in respect thereof to the Passenger for the extended period and the Passenger shall not be entitled to any payment or compensation therefor.

**Art. 6 – TERMINATION OF PASSAGE CONTRACT BEFORE SAILING.** At any time before the vessel's departure the Company may cancel the Transportation or terminate the Passage Contract whenever it reasonably considers this is justified on operational, commercial or other grounds, in which case, the Company's only liability will be to refund to the Passenger the passage fare net of any unrecoverable payments or commissions already made by the Company to third parties in respect of the Passage Contract or the Transportation.

**Art. 7 – NON-USE OR PART USE OF PASSAGE CONTRACT.** If for any reason, the Passage Contract is not used by the Passenger for the Transportation, or the Passage Contract is used for only part of the Transportation, there shall be no right to any refund and the Company shall have no obligation to the Passenger or liability for such non-use.

**Art. 8 – PERSONAL SERVICES, INDEPENDENT-CONTRACTORS, OCCURRENCES NOT ONBOARD THE VESSEL, TOURS, ETC.** The Passenger shall pay the charges for all onboard services and shore excursions at the rates prevailing on board at the time of sailing. The Passenger must make payment on demand and prior to disembarkation. The Passenger shall have no right to any refund and the Company shall have no obligation or liability of any kind to the Passenger for acts or omissions in connection with or arising out of personal services supplied by onboard service personnel or arrangements with independent contractors who may or may not be agents or employees of the Company. Service personnel and independent contractors work directly for the Passenger and shall not be considered to be acting under the control or supervision of the Vessel. The Passenger agrees that the Company shall have no liability of any nature for physical injury or emotional distress or injury, death or damage to person or property as a result of any act, omission or negligence of any of these contractors or any other person providing to the Passenger any of the personal service onboard or the off-ship services and the Passenger hereby releases and discharges the Company from any liability for any such physical injury or emotional distress or injury, death or damage to property. Arrangements with onboard service personnel or independent contractors include but are not limited to the following: (a) services or products available for the Passenger's convenience on board the vessel and furnished by any doctor, dentist, nurse, barber, hairdresser, manicurist, masseur, photographer, entertainer, instructor, shopkeeper, and others; (b) services, products, or transportation elsewhere than aboard a vessel owned, chartered or operated by the Company which are furnished by others in connection with excursions, shore trips, hotels, tender service, transshipments, transportation by others whether by vessel or by air, rail, land or by other means, or connections between its vessels and other carriers; (c) other services, products or transportation provided elsewhere than aboard a Company vessel in connection with tours whether arranged or organized by tour operators, travel agents or the Company. Tours including hotels and transportation by vessels not owned, chartered or operated by the Company or by air, rail or land are not under the operation and control of the Company, and the Company makes no representations of any kind as to them.

**Art. 9 – GENERAL REQUIREMENTS.** (a) Liability, if any, for loss or damage to baggage occurring elsewhere than on board the vessel in conjunction with air, car, motor coach, ground transfers, porters, stevedores and/or hotels shall rest solely with the person or entity providing such services and the Passenger agrees that the Company does not guarantee the performance of such services and shall not be liable in any respect or capacity for any such loss or damage. (b) The Passenger must not carry as baggage, or bring onboard, weapons, explosives or inflammables or other dangerous or harmful articles of any kind. (c) Animals of any kind cannot be brought onboard. (d) No Passenger may drink any alcoholic beverage aboard the vessel unless the servants or agents of the Company have served or provided that beverage to the Passenger. Any intoxicating liquids or beverages brought aboard the vessel by the Passenger shall be placed in bond and will be returned to the Passenger upon arrival at the port of disembarkation. (e) All baggage must be securely packed and distinctly labeled with the Passengers' full name, vessel, date of sailing and the destination, and if the Passenger fails to do so, the Company shall not be liable for loss, damage or delay in delivery of the baggage. The Company shall not be liable for baggage not claimed upon arrival of the vessel.

**Art. 10 – LIABILITY** (a) Subject to clause (b) in this Article and to Articles 5 and 6 above, the Company will in no circumstances be liable for any loss or damage suffered by the Passenger including but not limited to death, personal injury, loss of or damage to baggage or other property and any consequential or economic loss, whether or not arising from the negligence of the Company, its servants or agents. (b) Nothing in this Article shall be taken as an exclusion or modification of any term forming part of the Passage Contract by the operation of the Trade Practices Act 1974 (Cth). In case of breach by the

Company of such a term, the liability of the Company shall be limited to the amount of money representing the cost of providing the services to the Passenger under this Passage Contract again. (c) If for any reason the exclusion of liability in clause (a) is declared invalid or unenforceable then the liability of the Company shall in that case be limited in accordance with the applicable limits contained in the International Convention relating to the Carriage of Passengers and their baggage by sea adopted at Athens on the 13<sup>th</sup> day of December 1974, and all protocols to that Convention in force as at the date of this Passage Contract.

**Art. 11 – NOTICE OF CLAIM.** The provisions of this Article are subject to Article 11. (a) The Company is not liable for any claim for loss of life or bodily injury (including emotional distress or injury) unless written notice is given to the Company within 6 months from the day when the loss of life or bodily injury (including emotional distress or injury) occurs. (b) The Company is not liable for any claim for loss of or damage to baggage, valuables or personal belongings unless the Passenger reports in writing the apparent loss or damage and provides the particulars of all insurance cover to the vessel's Hotel Manager or to the Company's Representative or agent at the port of disembarkation. If the loss or damage is not apparent, the Company will be relieved of all liability unless the Passenger makes the report within 15 days after disembarkation. In any event the Company shall not be liable for loss of or damage to baggage, valuables or personal belongings unless at the time the Passenger reports it, the Company is allowed to ascertain the extent of the loss or damage. (c) The Company is not liable for any other claim not included in this Article 12, including claims for breach of contract or negligence, unless written notice is given to it within 40 days after the Passenger's arrival at destination, or in the case of non-arrival, from the day on which the Passenger and/or the baggage should have arrived.

**Art. 12 - TIME LIMIT ON SUITS.** The provisions of this Article are subject to Article 11. (a) The Company shall be discharged from all liability for death or personal injury unless suit is brought within one year from the date on which the death or personal injury occurs. (b) The Company shall be discharged from all liability for loss of or damage to baggage or other property unless suit is brought within 6 months from the Passenger's arrival at destination or, in the case of non-arrival, from the day on which the Passenger and/or the baggage should have arrived.

**Art. 13 - PROPER LAW AND VENUE** (a) This Passage Contract applies to claims, suits and litigation of any kind whether against the Company "in personam" or the vessel "in rem" or otherwise. (b) This Passage Contract shall be governed by and construed in accordance with Australian law. (c) Any and all disputes and matters whatsoever arising under, in connection with, or incident to this Passage Contract or the Transportation shall be litigated, if at all, before a court of proper jurisdiction located in New South Wales, Australia.

**Art. 14 - EMPLOYEES/ INDEPENDENT CONTRACTORS** The Passenger agrees that all rights, exemptions from liability, defenses and immunities of whatever kind referred to in this Passage Contract which may be invoked by the Company shall automatically inure for the benefit of the Company's servants and agents, the vessel and the owner of the vessel and its servants and agents. The Passenger undertakes not to sue or bring or permit to be brought proceedings against such third parties including the vessel, and will indemnify the Company in respect of all loss and damage arising from any such action being taken by any person in connection with the Transportation. For the purposes only of the undertaking given by the Passenger in this Article the Company contracts as the agent and trustee of those parties intended to benefit from the undertaking.

## Art. 15 - TERMINATION

Failure to pay the passage fare in full within the time required under Article 4 will constitute a repudiation of the Passage Contract by the Passenger, entitling the Company to treat the Passage Contract as being at an end, in which case the Passenger's reservation will be cancelled, the Passage Contract will terminate and the deposit will be forfeited as the parties' reasonable pre-estimate of the loss suffered by the Company by reason of the Passenger's breach.

## Art. 16 CANCELLATION FEES.

The following cancellation fees will apply in the event of the Passenger's cancellation of the Passage Contract. Cancellation comes into effect only upon receipt of written cancellation by the Charterer.

Date written cancellation received	Penalty
Before Friday 22 May 2009	10% of the total passage fare
Friday 22 May - Thursday 27 August 2009	20% of the total passage fare
Friday 28 August 2009 or later	100% of Passage Fare

**Art. 17 TRAVEL AND MEDICAL INSURANCE.** It is highly recommended that passengers arrange adequate insurance to cover cancellation, medical and emergency, personal accident, baggage loss and delay, money (including travellers cheques and credit cards), travel delays, legal expenses and personal liability. It is particularly important that such insurance shall adequately cover all a passenger's potential emergency costs and expenses, including repatriation to the place of residence. Please note that the Australian Medicare system does not apply onboard Orion.

**Art. 18 OFF-SHIP, SPORTS & RECREATIONAL ACTIVITIES AND EQUIPMENT.** In consideration of his or her payment of the cruise fare, Passenger will have the option to utilize company furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the vessel and locations visited during the cruise. These activities include but are not limited to zodiac transfers, fishing, kayaking, snorkeling and swimming, (collectively "off ship activities"). Passengers acknowledge that: (a) there are risks and dangers involved with his or her participation in off ship activities, and that these are dangerous activities that can result in serious injury or death, (b) The Vessel can no way guarantee the safety or welfare of Passengers in any off ship activities and that The Vessel is merely providing equipment and instruction to enhance the Passenger's enjoyment, (c) Passengers shall knowingly and voluntarily assume the risk of and shall indemnify The Vessel against any claims made by or on his or her behalf as a result of using The Vessel's equipment and participating in off ship activities, (d) Passengers shall acquire the training necessary to participate in off ship activities and shall follow the rules and procedures maintained by The Vessel, and (e) The Vessel shall accept no responsibility for Guest's failure to abide by governmental rules, regulations and restrictions concerning off ship activities. All passengers will be required to sign an Indemnity and Release before being allowed to participate in any off ship activity.