

Silver Fern/Ocean Sailing Expeditions Crew Terms and Conditions

This is not a yacht charter, boat hire, training course or luxury cruise. You are joining a working ocean passage or racing crew, paying your share of the trip/event costs including a donation towards the general running, maintenance and upgrade costs of the vessel and you will have an active, hands-on role to play as a crew member. Most importantly, you'll be welcomed into our team and made to feel at home, as an important part of the Ocean Sailing Expeditions crew.

NOTE: If you book an event and then cancel (at least 30 days) before departure, because you are affected by the changing border control / quarantine restrictions due to **COVID-19** (when traveling internationally to our port of departure and/or at the port of arrival) your registration fees will be 100% refunded in full or transferred to another event.

Your role onboard

You'll land on your feet quickly and we will give you all the training and support to need to be able fulfil your crew role. There is no previous offshore experience necessary, although prior sailing experience is required. Your tasks may include some or all of the following;

- Hoisting and trimming sails
- Standing watch
- Reefing the mainsail
- Navigating
- Standing watch
- Cooking, cleaning & washing up

Do's and Don'ts

This is an ocean-going yacht and safety is our highest priority at all times. As a crew member you must also agree to the following;

- Observe all safety procedures, training and instruction provided
- Only use safety equipment as instructed and when requested
- Wear a PDF (Personal Flotation Device), PLB (Personal Locator Beacon), Safety tether (clipped to the boat when directed) and any other clothing and equipment, whenever directed, to ensure you remain safe in all conditions
- To take responsibility for managing clothing, hydration, sleep and nutrition to maintain your health and well being aboard
- No alcohol consumption or smoking while at we are racing or at sea. No illegal drugs are to be bought on board. Any prescription or allergy medication must be stored in the ships medical cabinet while aboard
- To treat everyone aboard with respect regardless of their gender, age or prior experience. No yelling, abusive language, socially offensive or threatening behaviour will be tolerated

- To follow all reasonable and lawful requests and directions given to you by David Hows and his nominated employees/crew

Your physical ability

- Please tell us upfront if you have any physical limitations including prior injuries, back problems, health issues and anything that will prevent you from playing your part on board. We can work around most things, but its important we know so we don't put you at risk or in a role you are unlikely to be able to fulfil safely and enjoyably. It's important that you have a great experience while you are part of our crew and good teamwork is about playing to everyone's strengths and weaknesses.
- Can you swim? Can you swim 100 metres or tread water confidently? Understanding your swimming ability is important for ensuring we assess the conditions that you will be required to wear a PDF (Personal Flotation Device) for your own safety.

While onboard

- Each person will be assigned a single (twin-share) berth while on passage to use for the entire passage except for extreme weather conditions, where we may change where people sleep
- No eating food in cabins
- Each person will get their own gear bags (1 x 20 litre, 1 x small) to store their personal gear in while aboard. These are usually hung in the main saloon area to keep the cabins uncluttered and easy to get in and out of. No gear can be stored on the floor, it must be secure and put where it belongs at all times. There is a separate shared space for storing boots and wet weather gear.

Meals & diet

- All meals are supplied while aboard. You are welcome to bring snacks that you prefer to eat while at sea. Avoiding excessive sugar and caffeine at sea is recommended
- All food should be consumed while in the saloon, galley or cockpit. No liquids or food at the nav station and no food to be consumed in cabins
- Please confirm if you have any dietary limitations or allergies.

Weather & comfort

- We set our schedule based on various special events and seasonal weather. We use the latest in Predict Wind weather forecasting technology and commercial weather routing services, to plan for safe passages at all times. We download updated weather forecasts 2-3 times a day while at sea, to ensure we monitor and adapt to any changes in the forecast, that may affect our comfort or passage time.
- Reality does not always match the forecast and we have to adapt to the weather we get and manage the yacht to optimise for performance, comfort and safety in all conditions.
- We are Category 1 equipped to handle the most extreme weather safely and confidently, but will always choose to avoid it where possible.
- Sometimes you may get cold, wet, tired, hungry, sea sick and scared. There is a lot you can do to prevent this, but those are the challenges that we have to deal with ocean sailing. Sometimes there is no wind and endless days of sunshine.

- We will support you through the challenges you encounter and have strategies that can help you maximise your comfort and wellbeing.

Pre & post passage

- Before we get started, we will complete a full training and safety induction to ensure your start off confident and comfortable and feel right at home onboard. Whether racing or on passage, we have a friendly crew that will do their utmost to share their knowledge to ensure you can play your part from day one, so you get the maximum enjoyment.
- Once we are done sailing, we may need your help to clean up and pack up. Many hands make light work and it's always a great time for reflecting on trip highlights and celebrating the completion with the crew.

Other stuff

- Joining us for an adventure does not provide you with a formal qualification and we are not a sailing school. You will have an opportunity to learn and participate almost any level in the management of the boat, especially on ocean passages.
- If you join us for an ocean race or regatta you will be given roles that suit your physical ability, experience and desire to learn.
- In the event the yacht is unable to depart within seven days of the scheduled departure date on any passage, we will refund all monies received to date for that specific leg or transfer them to a future trip.
- You agree by registering, that you will be available to participate from the start to the end each passage/race/regatta. As we are offshore and away from major airports most to the time, there is no ability to arrive late or leave the crew earlier than the dates set down in the calendar in most cases.
- The itinerary is subject to change due to circumstances beyond our control. These may include weather, sea conditions, national holidays and natural disasters. The safety of the vessel and crew is always our priority.
- You agree that any photos or video recorded that include you can be used at our discretion in any marketing material with our requiring approval from you or making payment to you.
- You won't have much privacy onboard and will be living in close quarters in challenging conditions. You will require to work as part of a team, be flexible and get along with others who have different experience and personalities. What's guaranteed is if you give it 100%, you'll have the time of your life.
- There are no refunds if you decide to arrive late, leave early or depart during any stopover.
- All expedition members will be signed on as crew, not passengers and will be processed as crew, in each country visited where customs is concerned.
- If you act in a socially unacceptable manner or display offensive or threatening behaviour or are uncooperative to the point where it is affecting the enjoyment of others aboard, we have the right to ask that you leave the crew and head home at your own expense. You agree that any costs or inconvenience caused is at your expense and you will not seek compensation for costs or damages.

Booking and payment policies

Late payment policy - You agree to make payments on or before dates specified on this website and by email. You also agree to a \$200 late payment fee for any payments received seven days or more past the payment due date. Continued non-payment of pre-agreed weekly payments under payment option 2 for more than 4 weeks, without other payment arrangements being agreed to, will be considered a cancellation and the same cancellation policy terms apply as detailed below.

Deposit and decline policy - Once your crew application has been reviewed and approved, you'll receive an invoice for your deposit (and the details of your weekly payment by automatic payment if you have selected option 2). Your deposit is due for payment immediately in order to officially reserve your crew spot and is non-refundable. Your weekly payment plan is required to start within 7 days of paying your deposit if you have chosen option 2. If your application is declined, you will be notified and there are no fees to pay.

Cancellation policy - If you give or receive written notice of your cancellation at least 60 days before departure, you will not be billed for any final 50% balance if you selected payment option 1, or the balance remaining if you selected payment option 2. You understand that within 60 days of departure, no refund or credit will be given for any reason including illness. You understand that there are no exceptions to this policy. You understand the importance of travel cancellation insurance, which is your own responsibility to obtain.

COVID-19 Policy - If you book and cancel any event up to 60 days before departure, because you are affected by the changing border control / quarantine restrictions due to **COVID-19** (when traveling internationally to our port of departure and/or at the port of arrival) your registration fees will be **100% refunded in full** or transferred to another event.

Assumption of Risk

Each person participating in a sailing passage, race or regatta with Ocean Sailing Expeditions waives all claims against David Hows and Ocean Sailing Expeditions Pty Limited for injury, accident, illness or death during or by reason of their joining a sailing passage, race or regatta with Ocean Sailing Expeditions. "I acknowledge that I am aware that during sailing passage, race or regatta on the yacht in which I will be participating, certain risks and dangers may arise, including but not limited to, the hazards of traveling on the open sea, falling overboard, storms, high winds, collision of vessels, shipwreck, travel ashore in remote terrain, the forces of nature, and accident or illness in remote regions without means of rapid evacuation or medical facilities.

I am also aware and clearly understand that David Hows and Ocean Sailing Expeditions Pty Limited will have no liability regarding provision of medical care or the adequacy of any care that may be rendered. I have read the expectations supplied to me by David Hows and agree to abide by the rules on board or ashore, for the duration of the sailing passage, race or regatta on the yacht. I understand that although David Hows and Ocean Sailing Expeditions Pty Limited may make suggestions as to airlines and travel agents, they assume no liability for injury, damage, delay, irregularity or loss of baggage relating to airline travel.

In consideration of the Agreement with David Hows and Ocean Sailing Expeditions Pty Limited to participate in this sailing passage, race or regatta on the yacht, I hereby agree that I will assume all risk of this trip and I will not make any claims against David Hows and Ocean Sailing Expeditions Pty Limited or sue for bodily injury, emotional trauma, death and/or

property damage resulting from negligence or unseaworthiness of the vessel, or other acts, however caused, as a result of my participation in this expedition. I, therefore, release, indemnify and discharge David Hows and Ocean Sailing Expeditions Pty Limited and its booking agents and employees from all claims, actions and demands that I may have for bodily injury, death or property damage arising from my participation in the expedition.

This release of liability, agreement to hold harmless and indemnify, and assumption of risk Agreement is entered into on behalf of all members of my family, including any minors accompanying me. If any person who accompanies me on this trip as part of my family makes claim, or if a claim is made on their behalf, my estate or I will indemnify and hold harmless David Hows and Ocean Sailing Expeditions Pty Limited from any loss, including reasonable legal fees incurred in the defence of such claim. This Agreement is binding upon my heirs, legal representative and assigns. If any portion of this Agreement is unenforceable, the remaining portions shall remain in full force and effect. All applicants are subject to acceptance by David Hows and Ocean Sailing Expeditions Pty Limited. This Agreement shall be deemed to have been entered into in the State of Queensland, Australia and shall be construed and interpreted according to the laws of the State of Queensland, Australia. In the unlikely event a legal dispute should arise, I agree the dispute shall exclusively be brought before the appropriate court in the Gold Coast Region, in the State of Queensland, Australia. I have carefully read this and understand its terms. I execute it voluntarily and with full knowledge of its significance.

By checking ‘**Yes I accept**’ the **Ocean Sailing Expeditions Crew Terms And Conditions** on the [Crew Registration page](#) when registering for a sailing passage, race or regatta on the yacht, you accept and are bound by the Ocean Sailing Expeditions Crew Terms And Conditions and any subsequent updates to these terms as set out above.