

# Terms & Conditions

The Odysseyh20 Company does apply some Terms and Conditions to its charters. For more details on these, please contact us, as these terms differ depending on type and length of stay aboard.

## Terms of Using this Website

Please read these terms carefully before using this website. This website is operated by Cypress Pty Ltd (Trading as Odyssey h20). Using this website indicates that you accept these terms. If you do not accept these terms, do not use this web site. \*We reserve the right to change the terms of the website at any time for any reason.

## Design/Layout

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## GST Policy

The prices quoted on our website do include GST unless stated otherwise.

## Legal Notices & Disclaimers

### ACCURACY

ODYSSEY H20 provides this website as a service for customers and those interested in learning more about us. We have made every effort to make the information in the website as up-to-date as possible but cannot promise that it is accurate or error-free. If you notice any error, we would appreciate you bringing it to our attention. The website and its contents are subject to change without notice.

ODYSSEY H20 makes no representation that the products or services displayed on this website are currently available or that their specifications are current and complete.

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Information on this website may include links to the websites of others. ODYSSEY H20 is providing these links as a convenience only and the provision of any links does not imply endorsement of the linked site or the products, information or services at that site. ODYSSEY H20 is not recommending that linked site to you, but is just providing a convenient link.

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## LIMITATION OF LIABILITY

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\*in the case of goods we supply to you, to repairing or replacing those goods, or paying the cost of their repair or replacement; or

\*in the case of services we supply to you, to resupplying those services or paying the cost of resupplying those service.

ODYSSEY H20, its directors, employees, shareholders, agents and other representatives will not, under any circumstances, be liable for any injury, loss or damage (including that arising out of negligence) related to or arising from the use, or inability to use, information or products or services displayed in or made available via this website or a breach by us of these website terms. This limitation of liability includes, but is not limited to, compensatory, direct, indirect and consequential damages, loss or corruption of data, loss of income or profit, loss of or damage to property and third party claims.

## INDEMNITY

You agree to indemnify and defend ODYSSEY H20, our directors, employees, shareholders, agents and representatives, and everyone who helped create or modify this site, for all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to:

\*your use of this website;

\*any information that you provide to ODYSSEY H20 via this website; and

\*any damage that you may cause to this website.

This indemnity includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and misleading and deceptive conduct.

## REFUNDS

We will provide a full refund in the event that we cancel the trip, or you cancel outside 24hrs prior to the departure date.

A 10% booking fee is kept if you cancel within 24 Hrs of departure

A 25% booking fee is kept if you cancel within 12 Hrs of departure

100% booking fee is kept for a no show on the departure date.

## Questions

If you have any questions about this document, the practices of this site, or use of ODYSSEY H20 trade marks and copyrighted material, please contact us.

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