

Young Endeavour Youth Scheme Terms and Conditions

Please note your participation in a voyage aboard sail training ship *Young Endeavour* is subject to you agreeing to these Terms and Conditions. Please read the details carefully

Final Confirmation of berth

If you are successful in the ballot and decide to accept the offer of a voyage aboard sail training ship (STS) Young Endeavour, final confirmation will be subject to you meeting the conditions of a voyage health assessment, your acceptance of the Voyage Principles, payment of your voyage fees via payment methods outlined on your invoice and satisfactory acceptance of all forms received at the Young Endeavour Youth Scheme by their respective due dates.

Release, Indemnity, Disclaimer

By signing your acceptance form, you agree with, and are bound by, the following Terms and Conditions of your berth in the vessel STS Young Endeavour.

These terms shall govern your relationship with the Young Endeavour Youth Scheme and the Commonwealth of Australia, represented by the Department of Defence, including its officers, employees, servants and agents and any member or former member of the Royal Australian Navy (Commonwealth).

1. You agree to release and indemnify the Young Endeavour Youth Scheme and the Commonwealth from any liability in respect of any claims, actions, proceedings, demands, suits, costs or expenses, made or brought against the Young Endeavour Youth Scheme or the Commonwealth for, or resulting from, any death, injury, loss or damage suffered by you that arises directly or indirectly as a result of, or arising out of or in connection with, the voyage except where that injury, loss or damage arises from any negligent act or omission on the part of the Young Endeavour Youth Scheme or the Commonwealth.
2. You agree to release and indemnify the Young Endeavour Youth Scheme and the Commonwealth from any liability in respect of any claims, actions, demands, suits, actions, proceedings, costs or expenses resulting from any death injury, loss or damage whatsoever suffered by the Young Endeavour Youth Scheme or the Commonwealth as a result of or arising out of any act, omission or negligence on your part.
3. You acknowledge that you have been given the opportunity to obtain legal advice at your own expense in respect of the meaning and implications of the above release and indemnity with regard to your berth on STS Young Endeavour, and that you have chosen to accept the berth on the Terms and Conditions contained in this acceptance form.
4. You agree that participation in a sail training program in a sailing vessel carries inherent risks, and you have accepted your berth as a Youth Crew member on the STS Young Endeavour willingly and agree to follow at all times the instructions or directions given to you by the Commanding Officer and members of the STS Young Endeavour Staff Crew in accordance with the Voyage Principles.
5. You agree that certain medical conditions may preclude your participation in this voyage, and that you are required to undertake a prescribed medical check with a General Practitioner as outlined in the Fleet Medical Officer's Advice Letter (Form C1) and the Young Endeavour Youth Scheme Health Questionnaire (Form C2) which will be forwarded to you approximately eight weeks before your voyage (depending on the date of offer). You agree to undertake this appointment no earlier than 6 weeks before voyage departure and your medical check forms must be submitted to the Young Endeavour Youth Scheme within 48 hours of your appointment. You also understand and

agree that your berth is not secure until this medical check is accepted and cleared by the Young Endeavour Youth Scheme, and that this medical check may be subject to further review by the Fleet Medical Officer, the Commanding Officer and/or the Executive Director of the Young Endeavour Youth Scheme. The Young Endeavour Youth Scheme reserves the right to refuse participation to any applicant if it is deemed that participation in the voyage program will compromise your safety or that of the ship, the Staff Crew and/or the Youth Crew. Please ensure you have fully disclosed any and all medical issues that may require confirmation or could be exacerbated by unusual and, at times, strenuous activity. Failure to declare any medical conditions may result in you being landed at your own expense.

6. You agree that you are responsible for any medical expenses including costs relating to treatment, transport and accommodation arising as a result of any injury or illness suffered aboard STS Young Endeavour, including transport from the ship to the most appropriate land-based doctor or hospital. You also agree that you have been advised to obtain adequate medical, hospital and/or travel insurance once your berth has been confirmed. Your travel insurance policy should cover you for "tall ships sailing outside of coastal waters".

7. You agree that until you have received written confirmation via email, fax or post of your acceptance on one of our voyages, you should not book any travel to or from the ship that cannot be changed, cancelled or reimbursed through your travel insurance broker or transport carrier. The Young Endeavour Youth Scheme and the Commonwealth cannot be held responsible for any loss of travel expenses in the event that you are unable to sail with us for any reason.

8. You agree that the fee paid covers your berth, victualling and participation in the youth development program on board, but does not include travel to or from the ports of departure or arrival. You also agree that your full voyage fee must be paid by the due date listed on your invoice. Failure to pay the voyage fee by the due date may result in your offer being withdrawn.

9. You agree not to bring any goods or articles of a flammable or dangerous nature, including but not limited to knives, swords, firearms, concealable weapons or any other prohibited weapon, sharp objects or explosives. You also agree not to bring any alcohol, non-prescribed drugs or any controlled or prohibited substance, or any animals. The Young Endeavour Youth Scheme reserves the right to confiscate any items deemed unsuitable for the safety of the ship, Staff Crew or Youth Crew and for the enjoyment of the voyage. You consent to, and the Commanding Officer (or any officer of your gender delegated for the purpose) shall be entitled at all times, to search a Youth Crew member and/or their personal luggage and goods if the Commanding Officer reasonably believes they may be in breach of this clause.

10. You agree that you may be requested to produce photo identification or be subject to searches in accordance with port security plans at ports visited by STS Young Endeavour. The Young Endeavour Youth Scheme works closely with ports on security matters but has no control over any additional security measures that may be required.

11. You acknowledge that the Youth Development Program and sailing instruction provided aboard STS Young Endeavour is conducted in English and the Young Endeavour Youth Scheme reserves the right to refuse participation to any applicant who is unable to understand and/or converse in English where the Young Endeavour Youth Scheme determines that this could be a safety risk.

12. You agree that the Young Endeavour Youth Scheme and the Commonwealth accept no responsibility for Youth Crew prior to joining the vessel as a Youth Crew member or after leaving the vessel upon cessation of being a Youth Crew member. Youth Crew will not be received onboard earlier than one hour prior to the scheduled voyage commencement time. Youth Crew cannot remain onboard the vessel greater than one hour from the conclusion of the completion ceremony at the voyage termination. The Young Endeavour Youth Scheme and the Commonwealth cannot be called upon to chaperone, or escort, joining or departing Youth Crew. Your journey to and from the vessel is entirely at your own risk.

13. You accept that the Young Endeavour Youth Scheme may take photographs or films in the course of your voyage for internal or external use. You consent to the Young Endeavour Youth Scheme reproducing your image in internal (such as annual reports, pamphlets, brochures, promotional materials etc) and external publications and productions (such as commercial magazines, the internet, news media etc), at its discretion, for the purposes of gaining publicity for the Young Endeavour Youth Scheme. You also agree that any images or footage of the vessel, the staff or youth crew or any Commonwealth property or establishment created by you during your voyage are the property of the Commonwealth and you agree to assign any and all copyright in the images or footage to the Commonwealth. The Commonwealth agrees to your retention of the images or footage for personal use only and you agree that they will not be sold or displayed for a fee without prior written agreement from the Scheme.

Cancellations & Reimbursements

14. Subject to clauses 15 - 22, you accept that a non-refundable administration fee of 20% of the total voyage cost will be retained by the Scheme in the event of the cancellation of your berth. This 20% administration fee is non-refundable at any time under any circumstances.

15. You accept that the voyage fee balance is non-refundable if you cancel within 40 days of your voyage departure date. If you cancel within the 40 day notice period you may apply for a reimbursement of your paid balance for medical reasons only and must supply a medical certificate signed by your General Practitioner stating the reason why you cannot participate in the voyage. Positions on other voyages within the same financial year may be discussed as an alternative to a refund depending on availability and your continued eligibility to participate. Please note that reimbursement of the voyage fee is dependent on a satisfactory application with sufficient supporting documentation being made. Your application for reimbursement must be in writing and submitted either by post, fax or e-mail within the same financial year as your scheduled voyage.

16. You agree that if you cancel with more than 40 days notice of the voyage departure date you may apply for a refund of your voyage fee balance in writing either by post, fax or e-mail within the same financial year as your scheduled voyage with supporting reasons as to why you are requesting a refund. Please note that reimbursement of the voyage fee is dependent on a satisfactory application with sufficient supporting documentation being made.

17. You agree that if you cancel your berth at any stage your position will be made available to another candidate and your name will be returned to the waiting list. Subject to clauses 14 and 15 above, the Young Endeavour Youth Scheme is not able to transfer your offered berth from one voyage to another.

18. You agree that, should the voyage be cancelled or terminated by the Young Endeavour Youth Scheme, where possible your place and paid voyage fee will be transferred to another voyage depending on mutual availability within the same financial year. If another place is not possible you may apply for a reimbursement of your paid balance (minus your deposit and a pro-rata rate of any days spent onboard). Your application for reimbursement must be in writing and submitted either by post, fax or e-mail within the same financial year as your scheduled voyage. You will also be required to recover the costs or any fees associated with your transport to and from the ship from your transport carrier or through your travel insurance. The Young Endeavour Youth Scheme is not responsible for reimbursing costs or funds that cannot be reclaimed from your transport carrier or travel insurance broker.

19. You agree that if you are embarked on a voyage that is terminated prior to its final destination, the Young Endeavour Youth Scheme will fund and make appropriate arrangements to transport you to the nearest capital city to your home address. Please note you will be responsible for cancelling any unused travel arrangements and claiming back any unused travel fees through your transport carrier or Travel Insurance Broker. The Young Endeavour Youth Scheme is not responsible for reimbursing costs or funds that cannot be reclaimed from your transport carrier or travel insurance broker.

20. You agree that if your voyage is terminated or interrupted for medical reasons, STS Young Endeavour and the Young Endeavour Youth Scheme will undertake the fastest possible means to have the nearest available land-based doctor or hospital available for treatment. You will be responsible for payment of any fees associated with your evacuation from the ship and or any land based transportation used to convey you to the nearest land-based doctor or hospital. Please ensure that your travel insurance covers you for this eventuality. If you are unable to complete your voyage, your nominated Next-Of-Kin, or Parent/Guardian for Youth crew aged under 18, will be notified immediately and you will be required to fund and arrange appropriate transport home. STS Young Endeavour and the Young Endeavour Youth Scheme are unable to provide chaperoning of participants admitted to an appropriate medical treatment facility. On admission every effort will be made to contact the participants Next-Of-Kin or Parent/Guardian, that the participant is under suitable medical care and no longer the responsibility of either STS Young Endeavour or the Young Endeavour Youth Scheme. You agree to pay any medical costs incurred in relation to the voyage, and you agree to reimburse any medical costs incurred by the Young Endeavour Youth Scheme or the Commonwealth on your behalf. You may apply for a reimbursement of your paid balance (minus your deposit and a pro-rata rate of the balance for any days spent onboard), however you must supply a medical certificate signed by your doctor stating the reason why you could not continue with the voyage. Please note that reimbursement of any part of the voyage fee is dependent on a satisfactory reimbursement application with sufficient supporting documentation being made. Your application for reimbursement must be in writing and submitted either by post, fax or e-mail within the same financial year as your scheduled voyage.

21. You agree that once the voyage has commenced you cannot apply for a reimbursement of any costs if termination of your voyage or cancellation of your berth is due to a pre-existing medical condition or the exacerbation by participation of a pre-existing medical condition as these are not covered by the Young Endeavour Youth Scheme.

22. You agree that if your voyage is terminated for disciplinary reasons, the Commanding Officer will make fastest possible arrangements to have you landed at the nearest available berth. Your Next-Of-Kin will be notified and you will be responsible for funding and arranging your own travel home from your point of landing. Please note that if you are landed for disciplinary reasons you forfeit any claim for any refunds or reimbursements of your paid voyage fee or any other costs associated with your termination from the voyage. Please note that if you are under 18 years of age STS Young Endeavour will provide an escort until such time as your Next-Of-Kin is able to take responsibility for you, or gives consent to the Commanding Officer that you travel unescorted, and you will be invoiced for any expenses incurred by the STS Young Endeavour escort as a result of your voyage termination. Voyage termination for discipline reasons is at the discretion of the Commanding Officer.

23. You agree that if you choose to discontinue your participation in the voyage, the Commanding Officer will land you at the next available opportunity that is convenient to the Commanding Officer. You will then be responsible for making your own travel arrangements to your home. If you are under 18 years of age, you will only be landed with the consent of your parent/guardian, with the explicit understanding that you will not be escorted once ashore.

24. You accept that these terms and conditions may be altered as required by the Young Endeavour Youth Scheme and/or the Commonwealth and should be reviewed regularly.

25. This agreement is governed by the laws of New South Wales.