

# CRUISE WHITSUNDAYS TERMS & CONDITIONS

By confirming a booking of a cruise, you and all Passengers travelling under the booking are bound by this agreement, which is comprised of: (1) these standard terms and conditions, and (2) the Booking Confirmation.

## BOOKING

- (a) **Confirmed Booking.** Your booking is confirmed when:
- (i) you have made the booking, complete with all information we require, and have confirmed it with our Airlie Beach Office the day before departure (Ph: +61 7 4846 7000);
  - (ii) you have paid us the Fare, according to the terms of this agreement; and
  - (iii) we have sent you a Booking Confirmation.
- (b) **Fare.** The Fare for your cruise is the amount stated in your Booking Confirmation, noting that:
- (i) We reserve the right to alter prices, alter itineraries, apply a fuel surcharge, cancel departures, arrange alternative transport and vary itineraries and services if necessary.
  - (ii) All prices are stated in Australian dollars and include GST.
  - (iii) Prices are valid for travel from 1 January 2021 to 1 April 2022.
- (c) **Child Fares**
- (i) Child Fares are for children aged between 4 and 14.
  - (ii) Infants under 4 travel free of charge but we must be advised at time of booking.
  - (iii) With the exception of Great Barrier Reef Adventures, infant meals are not included on Day Cruises.
  - (iv) Child Fares may vary in price and ages when operated by a 3rd party provider.
- (d) **Inclusions.** Your Booking Confirmation sets out the details of all goods/ services that are included in your cruise.

## PAYMENT

- (a) **Time of Payment**
- (i) For Reefsuites & Reefsleeper: We must receive full payment at the time of booking.
  - (ii) For cruises, day-tour, transfers and experiences: Full payment must be received more at time of booking.
- (b) **Credit Card Payments.** A non-refundable transaction fee applies to payments made by credit card as follows:
- (i) 1.42% - Mastercard & Visa
  - (ii) 1.1% - WeChatPay
  - (iii) 2.8% - Amex
  - (iv) 2% - China Union Pay
  - (v) 1.54% - Alipay
- (c) **PolI (Pay Online).** If you choose to pay by direct debit using POLi, our payment details will be automatically entered into the relevant payment fields once you log into your online banking. No Booking and Service fee applies for POLi payments. Please note that POLi is only available for Australian personal bank accounts when booking from the country of origin.

## BEFORE YOU TRAVEL

- (a) **Weather.** Check the weather – for passenger safety reasons, all cruises will only proceed in suitable sea and weather conditions.
- (b) **Luggage.** Passengers must comply with the relevant luggage requirements set out on the Website.
- (c) **Travel Insurance.** We strongly recommend passengers take out travel insurance at the time of booking to cover any unforeseen circumstances.

- (d) **Fit to Travel.** You must ensure that you are medically and physically fit for travel. Before you confirm your booking, you must advise us of any medical or physical condition(s) that may require medical attention, medication or special treatment during your cruise/stay. We may also ask you to complete a health questionnaire. If a guest has a condition that we decide may significantly affect the enjoyment, health or safety of themselves or any other person on board, we can refuse or cancel a booking.
- (i) For diving. A third-party provider operates the diving activity. They may require divers to complete a medical questionnaire and satisfy age and medical requirements. We understand divers cannot fly for 24 hours after diving and the company accepts no liability for medical conditions experienced as a result of flying after diving. We recommend you check requirements with Reef Safari Pty Ltd, the third-party operator.
  - (ii) For Reef Sleep/Suites - Please return the medical disclosure form to Cruise Whitsundays 24 hours prior to departure.

## ON THE DAY OF TRAVEL

- (a) **Check In.** You must check in with our representative at the location stated on your Booking Confirmation no more than 1 hour and no later than 15 minutes prior to scheduled departure.
- (b) **Dangerous Goods.** Your luggage must not contain any items which in our opinion are dangerous, illegal, liable to harm or annoy other guests, or otherwise unsuitable. Animals (except guide dogs) are not permitted on board. We reserve the right to deny boarding or eject any Passenger that fails to comply with this clause.

## ON BOARD

- (a) **No Smoking Policy** - All our vessels adhere to smoke free rules in accordance with relevant state government regulations. Unless designated areas have been created and assigned Passengers are not permitted to smoke (including e-cigarettes) on board.
- (b) **Children.**
- (i) Children under 18 must be accompanied by an adult carer (this exclude residential travel)
  - (ii) Minimum age for Reef Sleep/Suites is 6 years and all children must be accompanied by an adult carer.
- (c) **Safety.**
- (i) Passengers must always follow and carry out all lawful directions of the Master and/or crewmembers of the vessel .
  - (ii) Passengers must take all reasonable precautions for their own safety and the safety of any person in their care (particularly children). This includes using hand and guard rails at all times as provided around the vessel, appropriately restraining children and ensuring that children are accompanied by a responsible adult at all times and paying attention to the safety briefing given by crewmembers at the commencement of carriage.
  - (iii) Passengers are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by the crew.
  - (iv) Neither we, the vessel nor any crewmember shall be held responsible for any loss or damage (including personal injury) suffered by any person, as a result of breach of that person's safety obligations, or their failure to utilise all safety devices and precautions as provided and/or advised on board the vessel, or caused by any passenger acting in an unreasonable, unnecessary or unsafe manner.

JOURNEY BEYOND

## GUEST AMENDMENTS, PAYMENTS AND CANCELLATIONS

The tables below set out the consequences that the parties agree will apply in the event of a Guest Cancellation. A reduction in guests or name change will be treated as a guest cancellation. Subject to availability, you may amend your booking (the date of travel, the components of your package or the number of Guests) as follows:

	GUEST AMENDMENTS	GUEST CANCELLATIONS
DAY CRUISES	Changes permitted up to 1 day prior (fees may apply)	100% cancellation fees apply within 48 hours of departure
REEFSLEEP	Changes permitted up to 72 hours prior to departure.	100% cancellation fees apply 14 days and under prior to departure.
REEFSUITES	Changes permitted up to 45 days prior to departure.	100% cancellation fees apply 30 days and under prior to departure.

### CANCELLATION

- (a) **Your cruise or accommodation could be cancelled** under one of the following three circumstances:
- (i) A cancellation arising from your actions, through no fault of ours – see 'Guest Cancellations'.
  - (ii) A cancellation by us arising from external consequences that make our performance of the agreement impossible (for example a Force Majeure event, or the actions of a third party e.g. new government regulation) – see 'Force Majeure Cancellations'.
  - (iii) Any other cancellation by us – see 'Our Cancellations'.
- (b) **Force Majeure Cancellations.** For all cruise and accommodation types, in the event of a Force Majeure Cancellation, we will provide you with a credit note of an amount equal to the monies paid to us under the booking. The credit note can be applied to the cost of a future cruise with us. Time limits and other criteria and conditions may apply.
- (c) **Our Cancellations.** For all cruise types, in the event of Our Cancellation, we will provide you with the option to receive one of the following:
- (i) (where available) travel on an alternative service of similar value;
  - (ii) an alternate service of the same value at a later date;
  - (iii) a full refund of monies paid to us under the booking; or
  - (iv) a credit note of an amount equal to the monies paid to us under the booking.
- (d) **Refund Payment.** Any credit note or refund payable by us under this agreement will be calculated to take into account the monies actually paid under the booking.

Any refund will be payable to the person who paid for the booking or to the first person named on the booking. If a booking was made through a Travel Agent, any refund will be returned to that Travel Agent for their payment to the guest.

### OUR OPERATIONS

- (a) **Connections.** We cannot guarantee our schedule. To the extent permitted by law, we are not liable for any costs deriving from the failure of a Passenger to connect with other services. As a result, Passengers should allow ample time for connections.

### (b) Warranties, Exclusions and Limitation of Liability.

- (i) To the extent permissible by law (and without limiting the operation of any statutory guarantee under the ACL), we will not be liable for any death or personal injury, loss of or damage to luggage or goods, consequential losses, loss of profit or any similar claims arising from any use of the services or arising out of our negligence, including delay, or any inaccuracy with respect to information relating to transport, services or pricing.
- (ii) We are not liable in negligence for harm suffered by anyone as a result of the materialisation of an obvious risk of any dangerous recreational activities. You and any passengers travelling under this booking are made aware of the obvious risks of boarding a cruise and participating in any related activities.
- (iii) To the extent that part of the services are supplied to the guest by a third party, any warranty offered by us in relation to those services will be limited to our right of redress against the third party arising out of any alleged fault or defect in the services.
- (iv) Nothing in this agreement restricts, limits or modifies your rights or remedies as a consumer against us for failure of a statutory guarantee under the ACL.

### MISCELLANEOUS

- (a) **Waiver and Amendment.** A provision of this agreement may not be amended or waived except in writing signed by our authorised representative.
- (b) **Enforceability.** If a term of this agreement is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from this agreement without affecting the enforceability of the remaining conditions.
- (c) **Disclaimer.** Images in any of our brochures or advertising materials are indicative only and may not reflect the exact experience or destination.
- (d) **Third Parties.** The service that you book through us may involve several parts, some of which are provided by us, some of which are provided by third party operators. We may act as a sales agent for such third party operators (such as the operators of transfers, diving and helicopter flights) but we have no liability to you for their services. You agree that we may pass on to you any costs, conditions or fees that they apply to us under our agreement with them.
- (e) **Group Bookings and Charters.** These Terms and Conditions do not apply to group and charter travel. Separate booking conditions, pricing and payment terms will be provided for group/charter travel.

### DEFINITIONS

- (a) **ACL** means the Australian Consumer Law as that term is defined in the Competition and Consumer Act 2010 (Cth).
- (b) **Booking Confirmation** means the notification from us to you containing the details of your booking.
- (c) **Dollars or \$** means Australian Dollars.
- (d) **Force Majeure event** means an event or circumstance which is beyond our control and without our fault or negligence and which was not reasonably preventable, including:
- (i) riot, war, invasion or acts of terrorism;
  - (ii) requisition or compulsory acquisition by any governmental or competent authority, a material change in legislation or directions by a government authority;
  - (iii) medical outbreak, or contamination of any kind;
  - (iv) earthquakes, flood, fire or other physical natural disasters; and
  - (v) strikes or industrial disputes which affect an essential part of the service.
- (e) **Passenger** means anyone travelling with us under your booking.
- (f) **We/us** means Cruise Whitsundays Pty Ltd, ABN 70 105 420 737.
- (g) **You** means the person or entity that made the booking and is named in the Booking Confirmation.

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