



JOURNEY BEYOND CRUISE SYDNEY CHARTER TERMS AND CONDITIONS

TERMS AND CONDITIONS VALID FROM 1 JANUARY 2023 – 31 DECEMBER 2023

By submitting a booking form, you accept and agree, on behalf of yourself and all persons on whose behalf you are booking (together, “you” or “your”), to the below terms and conditions which govern your booking of a charter cruise with Journey Beyond Cruises Sydney ABN 87 629 928 338 221 (“we” or “us”).

1. BOOKING

(a) **Tentative Booking.** We will hold a tentative booking for a maximum of 7 days.

(b) **Confirmed Booking.** To confirm the booking you must:

- (i) Provide us with a completed and signed Booking Form, including estimated number of Passengers; and
- (ii) Pay the charter deposit.

(c) Your booking is not confirmed until we have provided you with written confirmation of booking.

2. FEES

(a) **Paying for the charter or group cruise.** The fee for the charter or group cruise is the charter or group fee, which is stated to you in Australian Dollars (AUD) at the time of booking. The charter or group fee is comprised of:

- (i) the charter deposit (20% of the estimated charter total) which is payable at the time of confirming the booking, and is non-refundable except in the case of a cancellation by us, in circumstances set out in clause 5(b); and
- (ii) the charter balance (80%) of the charter fee which is payable no later than 14 days prior to the charter cruise. We reserve the right to cancel your booking if the balance is not paid by the due date.

(b) **Paying for final bar.** Any bar tabs established for spirits, cocktails or other drinks are to be finalised at the conclusion of the cruise. (We only accept credit card on the vessel, and credit card fees may apply.) In the event of non-payment on the vessel, we will invoice you and such amount will be due and payable by you within 7 days.

(c) **Charter or group fee.** The charter or group fee:

- (i) use of space on the vessel during the cruise, as indicated on the Booking Form. Unless otherwise indicated on the confirmed Booking Form, your booking is non-exclusive and third parties may utilise other spaces on the vessel during the same cruise; and
- (ii) the food and beverage package, and any other inclusions, as specified on the confirmed Booking Form (if any).

(d) **Surcharges.** We may charge up to 1.5% credit card surcharge depending on your payment method.

(e) **Late booking.** If you make and we accept a tentative booking fewer than 14 days before the cruise, you must pay the charter or group fee in full at the time you confirm the booking.

3. BEFORE YOUR CHARTER CRUISE

(a) No later than 14 days prior to your charter cruise, you must notify us by email of the following;

- (i) Final numbers including passenger information (First & Last names and any accessibility requirements); and
- (ii) Food & Beverage selection including any Dietary requirement; and
- (iii) Bump in / Bump and third-party contractor information; and
- (iv) Any other information specific to your charter.

4. CANCELLATIONS AND CHANGES

(a) You may cancel a tentative booking by written notice to us within 7 days of making the tentative booking.

(b) Your confirmed booking could be cancelled under one of the following three circumstances:

JOURNEY BEYOND CRUISES SYDNEY

CHARTER TERMS AND CONDITIONS

TERMS AND CONDITIONS VALID FROM 1 JANUARY 2023 – 31 DECEMBER 2023

- (i) A cancellation arising from your actions, through no fault of ours – see 'Your 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'.
- (c) Our Cancellations. If we cancel a charter cruise for any reason prior to the Passengers departing on their booked charter, then, in addition to any remedies available under the law (including the non-excludable consumer guarantees), we will give you the option of either:
- (i) Rebooking an alternate charter cruise of the same value (in lieu of any refund); or
 - (ii) Receiving a full refund of the relevant part of the fare.

If the booking was made through a travel agent, any refund will be returned to that travel agent for their payment to you. Travel agents may have fees or commissions that need to be deducted from the amount we refund which may mean the amount received by you may be different from the amount they paid for their booking.

- (d) Your Cancellations. If you wish to cancel a charter cruise, you must notify us in writing and you agree that any such cancellation will incur the following fees:

DAYS PRIOR TO DEPARTURE	CANCELLATION FEE
31 days or more	Full Refund
15 – 30 days	Charter deposit will be retained by us
14 – 0 days	100% of total Charter cost retained by us

- (e) Force Majeure Cancellations. In the event that we cancel a charter cruise due to Force Majeure, 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.
- (f) Changes. You may request changes to a tentative booking, or changes to the date of a confirmed booking in writing. Requests will be considered, subject to availability, but we do not guarantee that your request will be accommodated.

5. ON THE VESSEL

- (a) **Check in.** You must check in at King Street Wharf No.8, Darling Harbour. Located in front of Cargo Bar on the Darling Harbour Promenade at least 15 minutes prior to the time of boarding stated on the booking form. We may refuse entry for late arrivals.
- (b) **Health and medical conditions.** You must notify us in writing at the time of booking of any medical or health condition or disability of you or any Passenger, for which special accommodation is necessary or contemplated. By boarding the vessel, you and your Passenger represent that you and each such Passenger are medically and physically fit to be on the vessel, and such presence will not endanger yourself or anyone else. Passengers with a disability or medical condition must be self-sufficient or travel with someone who can provide all necessary assistance. We regret we must reserve the right to provide to allow anyone to travel who, in our reasonable opinion, is physically or mentally unfit to travel or will or may require care beyond that which any travelling companion or we can reasonably provide. If a Passenger has or develops a condition that, in our reasonable opinion, may significantly affect the enjoyment, health or safety of you or others, then we may remove that Passenger.
- (c) **Children.** Children aged under 18 years of age are not permitted to travel without an adult who is responsible for them. By submitting the Booking Form, you represent and warrant to us that all Passengers will be at least 18 years of age or if under 18 years of age that such Passenger will be accompanied by an adult responsible for them. We reserve the right to request proof of age in relation to all Passengers.

- (d) **Prohibited items.** You may not bring on board:

- (i) any objects of a flammable or dangerous nature including firearms, knives, weapons or sharp objects;
- (ii) alcohol or drugs of any kind (other than legally prescribed drugs for personal medication or the treatment or relief of personal ailments);
- (iii) items considered by us to be dangerous, including but not limited to seal batteries, items containing mercury, bleaches, explosives (including fireworks and flares), poisons (such as pesticides and herbicides), radioactive material;
- (iv) Fire crackers poppers, glitter or confetti;
- (v) items prohibited by law; or
- (vi) animals (with the exception of guide/assistance dogs).

- (e) **Catering.** No catering may be brought on the vessel.

- (f) **Smoking.** Passengers are not permitted to smoke or vape (including e-cigarettes) while on board.

- (g) **Safety.** You must, and must ensure that all of your Passengers, at all times follow and carry out all lawful directions of the Captain and crewmembers of the vessel. You must, and must ensure that all of your Passengers, take all reasonable precautions for your and their own safety and the safety of others in your and their care (particularly children). This includes using hand and guard rails provided around the vessel at all times, appropriately restraining children and following the instructions given in any safety briefing.

- (h) **Security.** If you are chartering the vessel on an exclusive basis, we may require as a condition of booking that security personnel be engaged (in such number and from such supplier as determined by us, acting reasonably), at your expense.

- (i) **Footwear.** Passengers must wear footwear at all times whilst on the vessel.

- (j) **Alcohol.** We are committed to the responsible service of alcohol and reserve the right to refuse the service of alcohol.

- (k) **Equipment.** Any personal effects, decorations or equipment brought onto the vessel by you or your Passengers are your sole responsibility. All equipment must be removed at the conclusion of the cruise.

- (l) **Breakages.** Any breakages or damages to any part of the vessel or our equipment located on the vessel will be charged to your. General cleaning of the vessel is included in the charter fee, but if you or any of your Passengers leave the vessel in a messy or dirty state, any extra cleaning that we require will be charged to you. You agree to pay for any such costs with [7] days of us invoicing you.

- (m) **Searches.** We reserve the right, and you permits us and our authorised employees, at any time prior to Passengers boarding or whilst on board the vessel, to search the any Passenger and/or the goods in their possession in order to establish whether a Passenger is in possession of prohibited items.

- (n) **Refusal.** We may terminate the charter cruise, refuse to carry you or any Passenger, or require that your and/or any Passenger disembark at the nearest safe wharf, if we reasonably believe:

- (i) such action is necessary for reasons of safety; or
- (ii) that you or any Passenger have failed to follow the lawful directions of the Captain and crewmembers of the vessel;
- (iii) the conduct of you or any Passenger is unruly, antisocial, offensive, abusive or otherwise inappropriate, and no refund will be given in such circumstances.

6. OUR OPERATIONS

- (a) **Amendments to the Route, Timetable or Carriers.** We will make every reasonable effort to adhere to the advertised route and timetable. However, we may alter the route or timetable for any cause in our reasonable, with no refund payable.

JOURNEY BEYOND CRUISES SYDNEY

CHARTER TERMS AND CONDITIONS

TERMS AND CONDITIONS VALID FROM 1 JANUARY 2023 – 31 DECEMBER 2023

(b) Risk warning and limitation of liability:

- (i) The cruise operates on busy waterways and is subject to the inherent risks of cruising on such waterways, including but not limited to loss, damage and injury arising out of or in connection with the navigation of other watercraft and changing weather and tidal conditions.
- (ii) You and all Passengers travelling under this booking are made aware of the obvious risks of boarding a vessel and participating in any related activities, and you and your Passengers participate in the charter cruise at your or their own risk.
- (iii) To the extent permissible by law, we will not be responsible, whether in tort, contract or otherwise, for any loss or damage arising out of any injury or death sustained by your or any Passenger. To the extent permissible by law (and without limiting the operation of the CCA Act, including 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 the charter cruise or charter services or arising out of our negligence, including delay, or any inaccuracy with respect to information relating to transport, services or pricing.
- (iv) Nothing in this agreement restricts, limits or modifies your or any Passenger's rights or remedies as a consumer against us for failure of a statutory guarantee under the ACL. Our liability for breach of such guarantee is limited to the supply or the relevant charter cruise gain, or the cost of re-supplying the charter cruise.

You agree:

- (i) to give each Passenger a copy of this agreement before the charter cruise and make them aware of the risk warning and the above exclusions; and
- (ii) our liability will be reduced in proportion to any negligence or fault on your part.

7. PRIVACY

We are committed to protecting the privacy of your personal information. Personal information collected in relation to your booking will be handled in accordance with our Privacy Policy which is available on our Website.

8. MISCELLANEOUS

- (a) This Agreement shall be governed by and construed in accordance with the laws of New South Wales and the Parties submit to the jurisdiction of the New South Wales.

- (b) **Not a common carrier.** To the extent allowed, we are not a common carrier and will accept no liability as one.
- (c) **Not permitted by law.** If any term of this Agreement is not permitted by law, including the Australian Consumer Law, then such term is to be construed or varied to the extent required to make it valid and enforceable, or if not capable of being so construed or varied, its invalidity or unenforceability does not affect the other terms of this Agreement, which continue in full force and effect.

9. DEFINITIONS & INTERPRETATION

(a) Definitions

Australian Consumer Law has the meaning as set out in the CCA.

CCA means the Competition and Consumer Act 2010.

Booking Form means the booking form signed by you and submitted to us, in relation to which we have provided you with written confirmation of the booking.

Force Majeure means an event or circumstance which is beyond our reasonable control, 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) adverse weather;
- (v) earthquakes, flood, fire or other physical natural disasters; and
- (vi) strikes or industrial disputes which affect an essential part of the service.

Passenger means any person who boards the vessel and receives the charter cruise services relating to your booking.

Website means www.journeybeyondcruises.com

JOURNEY BEYOND

