



JOURNEY BEYOND CRUISE SYDNEY GENERAL TERMS AND CONDITIONS

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

By booking a trip with us 'Journey Beyond Cruise Sydney' or participating in an activity that we offer, you (and the passenger if that is not you) are bound by this agreement, which is comprised of (1) these standard terms and conditions and (2) any quotation or itinerary that we have issued to you.

1. BOOKING

- (a) **Ticket cost.** The cost of your ticket is the amount stated to you (in Australian Dollars) at the time of booking. We may change our prices that we offer but we will not change your ticket cost after you have booked. We are not liable for anyone else misrepresenting our goods or services or their cost.
- (b) **Inclusions.** The ticket price includes all ferry fares, tours, , compulsory government fees and meals as stated in the full itinerary, which can be viewed at the Website.
- (c) **Exclusions.** Any expenses not covered by the ticket which are reasonably incurred on board the vessel or at any port or place by us for you including medical, hospital, surgical or similar treatment, hotel, transport and/or repatriation expenses shall be payable by you to us.
- (d) **Surcharges.** We are entitled to charge up to 1.55% surcharge depending on your payment method.
- (e) **Groups.** Group bookings are valid for bookings of 20 guests or more and are for scheduled cruises. Due to the vessel configuration, groups with over 60 guests may be split between two decks, with full access to both deck levels. Exclusive/private areas are not guaranteed for group bookings. If you require an exclusive area for your group, please refer to our charter packages brochure. For group bookings over 65 guests we suggest an exclusive charter of the vessel would be more appropriate.

(i) Cash Agents & Direct Booking Terms

- 1 free of charge ticket per 20 guests is offered on scheduled group bookings, subject to availability. This offer is not available for special event cruises.

(ii) Payment:

- 25% non-refundable confirmation deposit within 24-hours of booking
- 30 days prior to travel – full guest details are required
- Full payment is required 30 days prior to travel
- Payments can be made via Rezdy payment link that is sent via e-mail on confirmation of booking

Payments are only valid once a remittance is sent to our accounts team with reference to the invoice number. Once booked, changes are not permitted and there are no refunds for cancellations by you for group bookings.

(iii) Cancellations

- More than 14 days prior to travel, loss of deposit
 - 14 days or less prior to travel, 100% cancellation fees apply.
- (f) **Special Event.** Payments for travel on selected special event days (25, 26 & 31 Dec & 26 Jan & 14 Feb) are non-refundable. Date changes, refunds, cruise credits and cancellations are not permitted.
- (g) **Gift Vouchers.** Gift vouchers purchased from us are valid for three years from the date of purchase and are not redeemable for cash. Gift vouchers are subject to availability and can only be used to pay for a future booking.

2. ON THE DAY OF TRAVEL

- (a) **Check in.** You must check in at the location stated on the ticket at least 30 minutes prior to the time of boarding stated on the ticket. We may refuse entry if you are late.

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3. ON THE VESSEL

- (a) Medical conditions. In boarding the vessel you represent that you are medically and physically fit to be on the vessel. If you develop a medical condition that, in our opinion, may affect the enjoyment, health or safety of you or others then we may remove you.
- (b) Children. Children aged 14 years or under must not travel without an adult who is responsible for them.
- (c) Prohibited items. You may not bring on board any objects of a flammable or dangerous nature including:
 - (i) 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 that may become or are dangerous, such as seal batteries, items containing mercury, bleaches, explosives (including fireworks and flares), poisons (such as pesticides and herbicides), radioactive material;
 - (iv) items prohibited by an applicable law, regulation or order; or
 - (v) animals (with the exception of guide dogs).
- (d) Smoking. By law, you must not smoke on board including e-cigarettes.
- (e) Safety. You must at all times follow and carry out all lawful directions of the master and crewmembers of the vessel. You must take all reasonable precautions for your own safety and the safety of others in your 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.
- (f) Footwear. You must wear footwear at all times whilst on the vessel.
- (g) Alcohol. We are committed to the responsible service of alcohol and reserves the right to refuse the service of alcohol in accordance with liquor licensing laws and we may remove you as necessary.
- (h) Searches. The Passenger permits us and its authorised employees/agents at any time whilst the Passenger is on board the vessel to search the Passenger and/or the Goods in order to establish whether the Passenger is in possession of dangerous goods and/or alcohol and/or illegal drugs.
 - (i) Refusal. We may refuse to carry you if we believe:
 - (i) such action is necessary for reasons of safety; or
 - (ii) your conduct, age, mental or physical state, nature or condition (including intoxication) may cause inconvenience, discomfort or objection to anyone else.

4. OUR OPERATIONS

- (a) Amendments to the Route, Timetable or Carriers. We will make every reasonable effort to adhere to the advertised route and timetable and use the advertised carriers. However, we may alter the route or timetable or use alternative carriers for any cause in their absolute discretion (acting reasonably) with no refund payable.
- (b) Representations. No agent or employee of ours has authority to give undertakings or make representations in relation to the provision or timing of any service provided by us that are inconsistent with these terms and conditions. Any such undertakings or representations will not bind us.
- (c) Connections. The Company cannot guarantee pick up or drop off times and is not liable for any costs deriving from the failure of the Passenger to connect with other services. As a result, Passengers should allow ample time for connections.

- (d) Recreational Services and Recreational Activities. The Services include Recreational Services and Recreational Activities. In this agreement, the Company gives to the Passenger a risk warning about the inherent risk of being a passenger on a vessel.
- (e) Own risk. The Passenger acknowledges that all Recreational Services and Recreational Activities in connection with the vessel are undertaken of the Passenger's own free will and at the Passenger's own risk.

5. CANCELLATIONS

- (a) Your cruise 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) Our Cancellations. If we cancel a cruise service or tour for any reason prior to the Passenger departing on their booked service, 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 cruise service or tour 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.

- (c) Guest Cancellations. If you wish to cancel a cruise, you must notify us of the cancellation. No refund will be payable if you cancel your booking within 72 hours prior to the booked voyage time.
- (d) Force Majeure Cancellations. For all cruise 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.

6. MISCELLANEOUS

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the Parties submit to the jurisdiction of the Courts of that State.
- (b) The rights granted to us under this contract extend to our sub-contractors and agents and we are deemed to be acting as agent for and on behalf of and for the benefit of all such persons as if they are parties to this agreement. To the extent permitted by law, we are not liable to you for loss or damage to property, death, physical or mental injury unless it was by, contributed to, or arose out of our negligent or reckless conduct.
- (c) Not a common carrier. To the extent allowed, we are not a common carrier and will accept no liability as one.
- (d) Consumer law. If any law including the Australian Consumer Law could apply to a term in this Agreement, the term is to be construed or varied to the extent required to make it valid and enforceable.

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7. DEFINITIONS & INTERPRETATION

- (a) Australian Consumer Law means the Australian Consumer Law as set out in the Competition and Consumer Act 2010 (Cth).
- (b) Goods shall mean any goods or equipment owned by or in the possession of the Passenger which the Passenger brings on board or causes to be brought on board the vessel.
- (c) GST means goods and services tax or similar value added tax levied or imposed in Australia.
- (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 the person who boards the vessel and receives the Services.
- (f) Recreational Services and Recreational Activities shall mean services or activities referred to in Section 139A of the Competition and Consumer Act 2010 (Cth) and Part1A of the Civil Liability Act 2002 (WA) and other equivalent legislation and is defined for the purposes of the risk warnings given in this agreement under those acts.
- (g) Website means www.journeybeyondsydney.com
- (h) You means (1) the person who purchased the ticket and is, as a result, a party to this agreement, and (2) for the sake of simplicity can include in some contexts the Passenger.

Please visit journeybeyond.com for further details about the Covid Safe Experiences Policy.

JOURNEY BEYOND

