



# JOURNEY BEYOND CRUISE SYDNEY

## GENERAL TERMS AND CONDITIONS

### TERMS AND CONDITIONS VALID FROM 1 JULY 2023.

By booking a trip with us 'Journey Beyond Cruise Sydney' (JBCS) 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.** Depending on your payment method, a surcharge may be added to the transaction.
- (e) **Gift Vouchers.** Gift vouchers purchased from us are valid for three (3) 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. REBOOKING

- (a) Rebooking is permitted subject to availability and provided the request is received at least 72 hours prior to the booked voyage time:
  - (i) If the booking was made through a travel agent, rebooking will need to be processed by that travel agent;
- (b) When rebooking, an alternative date must be specified:
  - (i) We can rebook for a future voyage up to 180 days in the future

- (c) Change in the cruise price. If the date chosen is;

- (i) more expensive, the customer will need to pay the difference
- (ii) is cheaper, the balance will be available as credit for use during the voyage

#### 3. CANCELLATIONS

- (a) **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.
- (b) Your confirmed booking could be cancelled under one of the following three circumstances:
  - (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 cruise for any reason prior to the Passengers departing on their booked, 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 of the same value (in lieu of any refund); or
  - (ii) Receiving a full refund of the relevant part of the fare.

# JOURNEY BEYOND CRUISE SYDNEY

## GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS VALID FROM 1 JULY 2023.

(iii) 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 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.

(e) **Force Majeure Cancellations.** In the event that we cancel a 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.

#### 4. ON THE DAY OF TRAVEL

(a) **Check in.** You must check in at the nominated place on your booking confirmation at least 30 minutes prior to the time of boarding. We may refuse entry for late arrivals.

(b) Once the vessel has departed the wharf, late arrivals will not be accommodated, and the guests will be treated as a 'no-show'.

#### 5. ON THE VESSEL

(a) **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 refuse 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.

(b) **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 Passengers will be accompanied by an adult responsible for them. We reserve the right to request proof of age in relation to all Passengers.

(c) **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;
- (ii) alcohol or drugs of any kind (other than legally prescribed drugs for personal medication or the treatment or relief of personal ailments);
- (iv) remotely piloted aircraft (RPA) "drones" without written approval from JB CS.
- (v) fire crackers poppers, glitter or confetti;
- (vi) items prohibited by law; or
- (vii) animals (with the exception of guide/assistance dogs).

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

(e) **Safety.** You must, and must ensure that all of your Passengers, at all times follow and carry out all lawful directions of the Master 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.

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

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

(h) **Breakages.** Any breakages or damages to any part of the vessel or our equipment located on the vessel will be charged to you. General cleaning of the vessel is included in the ticket cost fee, but if you 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 within [7] days of us invoicing you.

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

(j) **Refusal.** We may 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;
- (iv) and no refund will be given in such circumstances.

#### 6. OUR OPERATIONS

(a) **Amendments to the Route, Timetable or Carriers.** We will make reasonable efforts 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.

(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) **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 cruise at your or their own risk.

# JOURNEY BEYOND CRUISE SYDNEY

## GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS VALID FROM 1 JULY 2023.

- (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 cruise or 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 cruise gain, or the cost of re-supplying the cruise.

- (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.
- (e) 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.
- (f) Passenger means any person who boards the vessel and receives the cruise services relating to your booking.
- (f) Website means [www.journeybeyondcruises.com](http://www.journeybeyondcruises.com).

### 7. 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.

### 8. DEFINITIONS & INTERPRETATION

- (a) Australian Consumer Law has the meaning as set out in the CCA.
- (b) CCA means the Competition and Consumer Act 2010.
- (c) 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.
- (d) Force Majeure means an event or circumstance which is beyond our reasonable control, including: invalidity or unenforceability does not affect the other terms of this Agreement, which continue in full force and effect.
  - (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;

## JOURNEY BEYOND

