

## **BOOKING TERMS & CONDITIONS**

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your cruise. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.

“You” and “Your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us”, “our” and “Murray River Paddlesteamers” means Australian Paddlesteamers Pty Ltd (ACN 603 932 350).

### **BOOKINGS**

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A booking request is accepted when we issue a written booking confirmation and you have paid your deposit. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours other than a director has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

### **SERVICES**

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We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. You also receive the benefit of work we undertake in anticipation of bookings. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

### **PRICES & EXCLUSIONS**

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Prices stated are in Australian Dollars (\$AUD) and are current at the time of publication. The most up to date pricing is available on our website. The published price includes passenger accommodation according the selected category of cabin and other inclusions as per the published itinerary.

International and domestic airfares and airport/hotel transfers are not included unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals & beverages (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

### **PRICE VARIATIONS**

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We reserve the right to vary the cost of your travel arrangements prior to commencement for circumstances beyond our control such as increases to the cost of fuel after we have confirmed your booking or new or amended Government charges.

We will absorb the first 5% of any increases to the cost of fuel. We may pass on any increases to the cost of fuel above 5% via a surcharge.

If we impose a surcharge of more than 10% of the cost of your travel arrangements, you may cancel your travel arrangements and receive a full refund of payments made for those arrangements. You must exercise this right within 14 days after receipt of a surcharge invoice.

### **DEPOSIT**

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A \$400 , is required within 3 working days (unless otherwise stated) of us accepting your booking. Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable.

## **FINAL PAYMENT**

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Payment in full must be received by the date(s) reflected on your invoice (which will be no less than 90 days prior to the commencement of your cruise). Note: some cruises or particular arrangements may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

If you fail to make payment by the due date, we will remind you to make payment. In addition to the payment, you will also be responsible for any costs imposed on us by suppliers resulting from late payment. If we do not receive payment within 7 days after the reminder, you will be deemed to have cancelled your booking.

Please note that cash payments are not accepted, and credit and debit card payments are subject to a processing fee of between 1% and 3% depending on the card used for Visa and MasterCard and Amex. International bank transfers are subject to a \$15 fee to cover transactional costs we incur.

## **CANCELLATIONS BY YOU**

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You may cancel your booking by giving written notice to us. We will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice:

- Over 90 days before commencement: Deposit and any instalment payments only
- 90 days to 60 days before commencement: 50% of the booking value
- 59 days to 14 days before commencement: 90% of the booking value
- Within 14 days or no show 100% of the booking value

The cancellation charges specified above represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

## **ILLNESS OR VACCINATION STATUS PREVENTING TRAVEL**

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If due to any illness, suspected illness or failure to satisfy any required tests or vaccination requirements we acting reasonably refuse to board you then we will provide you with reasonable assistance for you to arrange onward travel arrangements.

In this circumstance, we will not be liable to refund the cost of your travel arrangements because we will not have an opportunity to resell them. We will not be responsible for any other costs or loss you incur in connection with your booking (for example, airfares and visa expenses) and onward travel arrangements.

We strongly encourage you to purchase travel insurance that adequately responds to cancellations and curtailments associated with illness and other unforeseen events as soon as you have paid your deposit.

## **OTHER CANCELLATIONS**

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In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, landslide), adverse weather, high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

### **Force Majeure - Prior to travel**

If:

- in our reasonable opinion we consider that your cruise cannot safely or lawfully proceed due to a Force Majeure event; or
- you give us notice no more than 14 days prior to commencement of your booked travel arrangements that you cannot reasonably make use of your cruise due a Force Majeure event (for example due to border closures)

then we may:

- reschedule your cruise, but only if you are agreeable to the rescheduled arrangements; or
- cancel your cruise, in which case our contract with you will terminate.

If we cancel your cruise, neither of us will have any claim for damages against the other. However, we will either:

- issue you with a credit equal to payments received by us for the cancelled cruise, redeemable within 24 months of issue against any travel services offered by us; or
- refund payments attributable to the cancelled cruise less: (a) unrecoverable third party costs and other expenses incurred by us for the cancelled cruise; (b) overhead charges incurred by us relative to the price of the cruise; and (c) fair compensation for work undertaken by us in relation to the cruise until the time of cancellation and in connection with the processing of any refund.

Please note that our ability to issue you with a credit may be dependent on our suppliers issuing corresponding credits to us. We cannot guarantee that our suppliers will issue corresponding credits and so in such circumstances we may opt to pay you a limited cash refund as outlined.

### **Force Majeure - During travel**

If due to Force Majeure we cancel travel arrangements after your cruise has commenced, we will provide you with a refund of recovered third party costs for cancelled travel arrangements only.

### **Force Majeure – General**

Were a limited cash refund is to be paid by us, we will use reasonable endeavours to recover payments from third parties attributable to your booking, but we make no guarantee that we will be able to recover these payments either partially or at all. If after we have paid you a limited cash refund (or after we determine that no cash refund is currently payable) we recover payments from third parties attributable to your booking, then we will pass on this payment to you.

We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if your cruise or particular travel arrangements are cancelled due to an event of Force Majeure.

If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events as soon as you have paid a deposit.

### **Vessel construction or repositioning delays**

If the construction of the vessel is delayed or if its repositioning from the place of construction to Echuca is delayed to the extent that the cruise cannot operate on the scheduled dates, then we will cancel the cruise. We will notify you of any cancellation at least 30 days prior the scheduled departure. In this circumstance, we will issue you with a credit equal to all funds received by us at the time of cancellation redeemable within 24 months of issue against any travel services offered by us. We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if your cruise is cancelled in these circumstances.

### **Other cancellations**

If we cancel your cruise for reasons other than Force Majeure or construction or repositioning delays, you will be offered (at your election) a refund of all funds paid, or the offer of travel arrangements of substantially equal quality if appropriate.

### **AMENDMENTS BY YOU**

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We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil. An amendment fee of \$150 will be levied to cover communication and administration costs for any changes to bookings on top of any price variations. You will also be required to pay any additional costs charged by suppliers.

### **AMENDMENTS BY US**

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#### **Prior to travel**

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your cruise (where the cruise can still proceed), then we will notify you within a reasonable time and you may elect to:

- proceed with the cruise – if in our reasonable opinion the changes result in a reduction in the value of services, then we will refund you an amount attributable to the reduction determined by us acting reasonably; or
- cancel your cruise, in which case we will refund you all payments received by us at that time.

If you do not make an election in writing within 7 days of us notifying you of the significant change, then you will be deemed to have elected to proceed with the cruise.

#### **During travel**

We (including through the Captain) reserve the right to deviate from the vessel's advertised or ordinary itinerary or route, to delay, advance or lengthen any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to us or not, and to cause you to disembark from the Vessel temporarily or permanently on the happening of a an event of Force Majeure or to protect life.

We will endeavour to minimise disruptions, but you agree that you will have no claim against us for a reduction in value of services in these circumstances unless we have contributed to the circumstances leading to the disruption or failed to reasonably mitigate those circumstances.

## **General**

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications.

If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept.

We will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions resulting from an event of Force Majeure.

## **EMBARKATION**

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You are required to be present to board the vessel at the port or embarkation at least one hour before the initial scheduled departure time and any departure time subsequently announced during the voyage. We will have no liability to you if you are not on board prior to the vessel's departure unless our actions or omissions caused your failure to board.

## **BAGGAGE & PROHIBITED ITEMS**

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Due to space limitations, you may bring aboard the vessel a maximum of 15kg of luggage. All baggage must be securely packed and distinctly labelled with your full name, the name of the vessel, your cabin number of (if known) and the sailing date of the vessel.

Under no circumstances, may dangerous articles such as firearms, explosives, oxygen or combustible substances, alcohol, drugs, illegal substances, or dangerous goods be taken aboard the vessel. Any such item shall be surrendered to the captain of the vessel at embarkation, and may be disposed of in the sole discretion of the captain.

## **LIABILITY FOR LOSS OR DAMAGE TO PROPERTY**

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We provide facilities for safekeeping within cabins and strongly encourages you to deposit any jewellery or other valuables brought aboard the vessel and not on your person within such safekeeping facilities. To the fullest extent permitted by law, we will not be liable to you in respect of the following:

- (a) any loss of or damage to money, jewellery, precious stones, securities, financial instruments, tickets or other valuables unless the loss or damage is directly caused by our recklessness or gross-negligence;
- (b) personal belongings lost while unattended in public lounges or other public areas, whether on board the vessel or elsewhere.
- (c) any loss or damage to personal belongings due to ordinary wear and tear or Force Majeure Events.

To the extent only that we are liable for loss or damage to personal belongings: (a) settlements of reimbursable claims for lost belongings will be made on the basis of actual cash value (replacement cost less depreciation); and (b) settlements of reimbursable claims for damaged items will be on the basis of cost of repair or actual cash value, whichever is less.

## **ONBOARD SAFETY**

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We may acting reasonably (including through the captain of the vessel) at any time refuse to transport you and may without liability disembark you at any port or place, or transfer you to other means of transportation, because of: (a) a health or physical condition or mental disorder affecting their health and safety or the health and safety of yourself or any other person; (b) your failure to comply with the vessel's reasonable rules and regulations and the reasonable orders and directions of the vessel's officers and staff; (c) your failure to possess necessary vaccination certificates; (d) or for other similar causes which in our (including the Captain's) reasonable opinion render you unfit to travel on the vessel. In these circumstances, we may acting reasonably require you to remain in your cabin until such time as we disembark you.

You consent to a reasonable search of yourself, baggage or other property, and to the removal and confiscation or destruction of any object which may, in our opinion, impair the safety of the vessel or other passengers, or inconvenience other passengers.

## **UNUSED & DENIED SERVICES**

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No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of common carriers to operate according to schedule, which we disclaim responsibility for.

If you are not fully vaccinated against Covid-19 and particular suppliers refuse to provide you with travel arrangements, then you agree you will not be entitled to any refund for those arrangements. We will not be responsible to you for any loss or expenses you incur (including loss of enjoyment) if you are denied services in these circumstances.

## **CLIENT NAMES – EXACTLY AS PER PASSPORT**

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For security reasons, we require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

## **TRAVEL INSURANCE**

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It is strongly encouraged that you are adequately insured for the duration of your cruise. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

## **VACCINATIONS**

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We strongly encourage you to be fully vaccinated against Covid-19 with a vaccine approved by the Therapeutic Goods Administration. This is so health risks for yourself and others you come into contact with can be mitigated. If you choose to travel without being fully vaccinated, then you do so accepting the implicit risks to your health and you agree to provide us with waivers and releases as we may require. You acknowledge that future Government mandates may apply which may result in you being required to be vaccinated (and/or boosted) against Covid-19.

It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the cruise. Any information provided by us is given in good faith.

## **HEALTH & FITNESS**

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It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the cruise of your choice. If you have doubts about your ability to undertake the cruise, please contact us to discuss your circumstances prior to making a booking request.

Without limiting the remainder of this section, if you have any mobility impairment you must be accompanied by someone who is able to assist you on shore and on board the vessel, and who is responsible for providing you all necessary aid and facilities.

### **Existing Medical Conditions**

If you have a medical condition which may reasonably be expected to increase your risk of needing medical attention or special assistance, or which may affect the normal conduct of the cruise, then you must advise us prior to or at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel or will require special assistance which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition prior to or at the time you made your booking request, we will provide you with a full refund of payments made less an administrative fee of \$150.

If you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

### **New Medical Conditions**

You must advise us of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention or special assistance, or which may affect the normal conduct of the cruise.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance which we cannot reasonably provide or if you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

### **Non-Disclosed Medical Conditions**

If any non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide, then we acting reasonably may refuse to board you and this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

### **NO LIABILITY FOR MEDICAL TREATMENT**

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If you require medical attention during the trip, medical services will be provided at local facilities. You will be responsible for all costs and expenses of medical services, treatment and medications. We will have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care you receive. If you are unable to request or authorise medical treatment and, in the opinion of the captain, medical attention is necessary, then you consent to treatment by medical professionals designated by us.

### **DIETARY REQUIREMENTS**

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Special dietary requests are required to be notified to us at the time of booking. We will endeavour to accommodate requirements and to communicate your requirements to relevant third party suppliers. However, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens other than in circumstances where we have been negligent.

### **ADDITIONAL EXPENSES**

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All charges for services and products provided on board the vessel must be settled via a credit or debit card before your final disembarkation from the vessel. Please note that cash is not accepted on board the vessel and card payments are subject to processing fees equal to the costs we incur to process card payments, Any other expenses incurred by you or by us on your behalf is payable by you on demand.

## **INDEPENDENT SERVICES**

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We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation given by us, a guide or local representative is made in good-faith, based on known information, and does not make us responsible for the acts or omissions of the principal operator of the excursion or activity.

## **ACCEPTANCE OF RISK**

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### **General**

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. You accept these risks.

### **Covid-19**

You acknowledge that you are travelling at a time when Covid-19 is endemic and that Covid-19 presents risks to your health and may cause death. By making a booking request, you accept all risks associated with Covid-19 infection during travel and you release us (and our directors, officers, employees and suppliers) from liability in connection with Covid-19 infection.

## **RESPONSIBILITY**

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### Services supplied by independent suppliers

Where a third party over whom we have no direct control (**Independent Supplier**) is the supplier of travel arrangements that form part of your cruise, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, hoteliers, independent transport companies (i.e., vehicles or vessels not operated by us), restaurants, attraction and venue operators and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier and not caused by our negligence. Any claims you have in this regard must be made against the Independent Supplier.

### Services we directly supply

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we have direct control over them) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

### **General liability limitation**

We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays outside of our control.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having them resupplied.

## **COMPLAINTS**

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In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems as soon as possible. This is so we or our suppliers have had the opportunity to put things right on the ground.

If you notify us of a problem during travel and we haven't resolved it to your satisfaction, please follow this up in writing within 30 days from the end of your travel arrangements. This is so we have the opportunity to pursue the claim with our own suppliers (if relevant).

If you fail to follow this procedure, this may limit your rights to make a claim.

## **DEEMED ACCEPTANCE**

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If you place a booking on behalf of another party, you represent and promise us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

## **IMAGE RELEASE**

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When on the cruise, we may take photographs or make recordings of you and your activities that identify you. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your tour.

## **GENERAL**

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The contract between Australian Paddlesteamers Pty Ltd trading as Murray River Paddle Steamers and you is governed by the laws of the State of Victoria. Any disputes shall be exclusively dealt with by a court with the appropriate jurisdiction in Victoria and those courts entitled to hear appeals from those courts.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here <https://psemmyloucruises.com/privacy-policy/>

Updated: [insert date of publication]