

# Cruise Whitsundays Pty Ltd

## Terms and Conditions of Carriage

Contracts of carriage are entered into with Cruise Whitsundays Pty Ltd ("Cruise Whitsundays") and tickets are issued subject to these terms and conditions, which the passenger by purchasing a ticket acknowledges having read and understood, and agrees to be bound by them. Verbal promises and representations by booking agents or Cruise Whitsundays' servants and agents will not be recognised by Cruise Whitsundays if they are inconsistent with these terms and conditions.

1. Cruise Whitsundays reserves the right to alter prices, cancel departures, arrange alternative transport and vary itineraries and services in any way whatsoever without any liability to a passenger if deemed necessary by Cruise Whitsundays for any reason.
2. Cruise Whitsundays shall not be liable for any loss, damage or injury which may arise or be alleged to arise directly or indirectly in the event of cancellation, alteration, variation or abandonment of the service before or during the course thereof (should Cruise Whitsundays or any of its servants or agents in their absolute discretion decide that such cancellation, abandonment, alteration or variation is necessary) or in the event of any deviation or delay in the service arising from any cause whatsoever. For avoidance of doubt and without limiting the effect of this condition, in any such event Cruise Whitsundays shall also not be liable in any way for the cost of any accommodation or for any alternative means of travel which may arise and additional expense so arising shall be the sole liability and responsibility of the passenger.
3. Cruise Whitsundays may, without assuming any liability whatsoever to the passenger, arrange for any other person to undertake the service contracted for or any part thereof ("performing carrier") and the performing carrier and his servants or agents shall be entitled to the benefit of these terms and conditions to the same extent as Cruise Whitsundays and its servants and agents as if such person were a party to the contract.
4. For avoidance of doubt and without limiting any other term or condition of carriage, all services are subject to weather and sea conditions.
5. Cruise Whitsundays is not a common carrier and reserves the right to refuse to carry any passenger or goods without assigning reason therefore.
6. Each full fare paying passenger is entitled to have not more than 20 kg of luggage carried free of charge. If loading is available then excess luggage will be carried at Cruise Whitsundays' standard rates, and if loading is not available then Cruise Whitsundays may arrange to forward the excess at the passenger's own risk and expense and by other means of transport specified by the passenger.
7. The passenger shall comply with the instructions of Cruise Whitsundays' servants and agents concerning all matters connected with the service including but not limited to the personal safety of themselves, crew or other passengers and shall comply with any notice exhibited on the vessel.
8. Passengers are required at all times to take all reasonable precautions for their own safety and the safety of any person in their care (particularly children), This includes (but is not limited to) 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, paying attention to the safety briefing given by crew members at the commencement of carriage and being seated when advised or requested to do so by any of Cruise Whitsundays' servants or agents for any reason. Passengers are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by Cruise Whitsundays' servants or agents.
9. The passenger whilst on the vessel shall not consume any intoxicating beverage unless it has been sold or otherwise supplied to him on board by servants or agents of Cruise Whitsundays.
10. The passenger shall not take onto the vessel or include in his luggage any explosives, volatile spirits, corrosives, any easily ignitable articles or offensive thing likely to cause inconvenience to other passengers or anything likely to endanger the vessel, other passengers or goods.
11. Cruise Whitsundays accepts no responsibility for loss, damage or injury to luggage or personal effects or loss, damage or injury to the passenger arising out of or in any way incidental or connected to the service or the accommodation of the passenger or the transfer of any luggage between the vehicle and/or the vessel and/or any place of accommodation whether such loss, damage or injury may be due or alleged to be due wholly or partly to negligence or misconduct or fault on the part of Cruise Whitsundays, its servants or agents or any performing carrier or its servants or agents or otherwise howsoever.
12. Cruise Whitsundays shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, even if such valuables have been deposited with it for the agreed purpose of safe-keeping whether such loss or damage may be due or alleged to be due wholly or partly to negligence or misconduct or fault on the part of Cruise Whitsundays, its servants or agents or otherwise howsoever.
13. If an action is brought against a servant or agent of Cruise Whitsundays or a performing carrier arising out of damage covered by the contract with Cruise Whitsundays, such servant or agent, if he proves that he acted within the scope of his employment or agency, shall be entitled to avail himself of the defences and exclusions of liability which Cruise Whitsundays or the performing carrier is entitled to invoke under the contract.
14. Cruise Whitsundays reserves the right, in the event of a ticket or booking being cancelled by the passenger, to charge cancellation fees in accordance with Cruise Whitsundays' current scale of refunds.
15. The contract is subject to and shall be construed in accordance with the laws of Australia and the passenger agrees to submit to the exclusive jurisdiction of the courts of that country.
16. If any term of the contract is found to be invalid or unenforceable, it shall be entirely severable from the remainder of the contract, and all other terms of the contract shall continue in full force and effect for all other purposes.
17. No term or condition of carriage other than those set out herein will be recognised. The contract may only be varied by agreement in writing between Cruise Whitsundays and the passenger.