

# Proud Mary Cruises - Terms and Conditions



**Booking Conditions:** Please read the following terms and conditions carefully as they incorporate the basis upon which PM River Cruises and its subsidiaries accept bookings. On receipt of your booking form it is assumed that you have read, understand and agree with these conditions. Please note all PM River Cruises Packages & Tours are not escorted.

**Requests:** Please note that any requests made in regards to cabin numbers are taken on a request basis only. While we will endeavour to honour your request, we are unable to guarantee any requests made. Specific cabin numbers can only be guaranteed by paying the cabin upgrade fee (Cabin upgrades are subject to availability). We thank you for your understanding.

**Prices and Itineraries:** All prices and itineraries (including times, dates and ports of call) are in Australian Dollars and are subject to change and availability without notice and may be based on minimum numbers. Prices are correct at time of printing and are based on tariffs and fares current at that time. Travel suppliers may apply a surcharge or change accommodation and the itinerary format without notice. Travel offers may be limited to specific passenger numbers. Prices can be withdrawn or varied without notice. All rates shown are per person twin share. Please note: If one member of a twin/double booking needs to cancel their reservation the sole supplement will apply.

**Deposits and Final Payments:** A non-refundable security deposit of \$400 per person is payable at the time of booking. The full balance of your cruise is required 60 days prior to departure. Balance due dates may vary for tour packages booked by the Proud Mary, your travel consultant will advise full details. If for any reason we do not receive your due balance, we reserve the right to treat your bookings as cancelled and to apply the appropriate cancellation charges.

Payment can be made via Credit Card (1% surcharge is applicable), Cheque or Direct Transfer. Account Name: PM River Cruises Pty Ltd BSB: 065 115 Account Number: 10 45 71 28 SWIFT Code: CTBAU2S. Please advise if you direct deposit funds into our account. All transfers must be accompanied with a relevant reference number or payment may not be applied to your booking.

**Credit Card Payments:** To enable us to provide the best and most competitive rates, all costs are based on cash, cheque payments or direct deposits. Should you prefer to pay by Visa or MasterCard a 1% surcharge is applicable.

**Cancellations and Refunds:** If you terminate your travel arrangements, you will be charged a cancellation fee. Cancellation from date of confirmation will incur loss of deposit and any additional supplier costs. Where cancellations are made less than 60 days prior to travel the cancellation fee charged is 100%. Cancellation conditions may vary for tour packages booked by the Proud Mary, please refer to your tax invoice and booking confirmation for further information on cancellation conditions. Please note all cancellation fees are at the discretion of products and services used by PM River Cruises and may vary. Airlines conditions and cancellation fees also apply on fares.

**Amendments:** Any changes to the booking requested by you, after being processed is subject to amendment fees. A minimum amendment fee of \$100 per person will apply. Different amendment fees apply to products and in some cases amendments can't be requested after the travel has been processed.

**Travel Documents:** Your travel documents will be made available two weeks prior to your departure date. For bookings made four weeks or less prior to travel, your travel documentation will be available one week prior to your departure date. Your travel consultant will phone you to advise when your documents are ready.

**Travel Insurance:** PM River Cruises Pty Ltd & its subsidiaries is an agent for NIB Travel Insurance. Please see the NIB Travel Insurance brochure for full terms and conditions. Please advise if you have a pre-existing medical condition, as incorrect insurance will not cover you. You are not covered until payment and passenger date of birth is received and certificate issued. Payment of insurance should be made out to PM River Cruises (not NIB Insurance).

**Garaging:** Garaging costs listed within this site are applicable for vehicles under 5 meters in length. Additional garaging charges will apply per 5-meter block. 2 night garaging facilities are only available on weekend cruises.

**Climate:** South Australia is by nature a warm and friendly place. Expect high temperatures during the Australian summer (November to March) but be prepared for lower temperatures at night and during the Australian winter (May to August). Conditions can change quickly.

**Wildlife:** To see wildlife in their natural habitat (in the wild) is not guaranteed.

**Fuel Levy:** An \$8 fuel levy per person per night is included in the package cost. This minimal fee applies as a result of Government levies on fuel.

**Services:** The client engages PM River Cruises to select ground tour operators and accommodation suppliers to supply tours, transfers, meals and accommodation in accordance with published itineraries or in accordance with written instructions by the client. PM River Cruises cannot guarantee arrival and departure times, and are not liable for passenger's failure to connect with other services. PM River Cruises accepts no responsibility for loss or damage to personal belongings or baggage.

**Passengers/Luggage:** Aircraft in Australia must comply with Civil Aviation Safety Regulations, which determine the total amount of weight (including crew, passengers, luggage and fuel) that can be carried. Under Australian Civil Aviation Safety regulations, the pilot in command of the aircraft has the right to refuse to carry drunk or disruptive passengers who may threaten the safe operation of the flight. The pilot in command of the aircraft has the right to refuse to carry excess baggage, which may overload the aircraft.

We regret to advise that PM River Cruises cannot store excess baggage. NOTE: Interstate PM River Cruise's guests have the ability to store excess luggage at your hotel or Central Bus Station (Additional fees may apply).

**Please Note:** PM River Cruises will make every effort to safeguard clients travelling with PM River Cruises. Due to this fact, and for factors including weather, operational requirements or other factors beyond our control (force majeure), tours may be cancelled or varied at the absolute discretion of PM River Cruises.

If a tour is affected by a Force Majeure event, PM River Cruises shall notify the client as soon as reasonably practical of the nature and extent thereof.

In relation to a Force Majeure event, once PM River Cruises has investigated the situation, it shall remain at PM River Cruises discretion whether or not the tour shall proceed. If, after having made all reasonable and proper enquiries, PM River Cruises is of the opinion that the tour may proceed, but the client does not wish to proceed, PM River Cruise's standard cancellation policy will apply. PM River Cruises accept no responsibility for personal injury or loss due to events that are beyond our control. Passengers should note that adventure travel involves a higher than normal risk.

Clients, who have any cause for complaint while travelling, must immediately notify PM River Cruises, or their representative of their concerns to allow PM River Cruises the opportunity to rectify the situation.

**Medical Conditions:** Clients must advise PM River Cruises in writing at the time of booking of any special requests (such as dietary requirements) and of any medical conditions that may affect the clients ability to participate in a tour. Requests received after the balance due date may not be able to be accommodated. Clients are advised that medical services and facilities may not be readily available during a tour, and no medically qualified personnel will accompany a tour.

**Mobility:** Some easy physical activities are included in your tour and a low to average level of fitness is required.

Passengers must be able to:

- Participate in walking tours with time to rest at least every 10 minutes - Stand for 15 minutes without needing to sit down
- Tackle a flight of stairs or incline
- Get on and off transportation multiple times unaided
- Manage your own luggage. (Porterage is not included on a PM River Cruises Tour Package)

If you are unable to manage on your own, it will be necessary to be accompanied by another person who is fit and able to assist you in day to day tasks and capable of providing the assistance required.

Payment of deposit by traveller(s) to PM River Cruises acts as a warranty that the traveller(s) is/are reasonably healthy and / or fit to participate in the tour and the traveller(s) indemnifies PM River Cruises from all actions, claims and demands arising out of any want of health and fitness. PM River Cruises reserves the right to remove a traveller from a tour if their health and/or fitness interfere with the tour or other traveller(s) tour experience in any way.

Travelling with wheelchair assistance at airport is subject to availability at the time of booking as each tour only has the capacity to cater for one wheelchair traveller, PM River cruises are only able to request assistance and cannot guarantee assistance given on day of travel. Accessible Rooms are subject to availability and not always allocated in the room type advertised. Traveller(s) must advise PM River Cruises if they are travelling with a mobility aid. PM River Cruises allow passengers to bring on board foldable walking frames and wheeled walkers, all other mobility aids must be discussed with a Proud Mary representative upon booking and due to operational requirements mobility aids not mentioned above may not be able to be accommodated.

**Rail Journey with Journey Beyond (Indian Pacific, Ghan & Great Southern):** Gold Service Twin Cabins – compact sleeper cabin featuring three seater lounge per day and upper and lower berths at night (Bunk Bed Style) with private ensuite.

Gold Service Single Cabins - comfortable seat by day converts to a compact sleeper by night with recently refurbished shared bathroom facilities at the end of the carriage (Wash basin in cabin)

**Limitation of Liability:**

1.1 Subject to clauses 1.2 and 1.3:

- (a) All conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to any goods or services by us to clients under these Terms and Conditions;
- (b) Our accumulated liability under this agreement is limited to the cost of the ticket purchased by the client;
- (c) We exclude any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage to reputation, loss of good will, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by a client under or in relation to these Terms and Conditions;
- (d) Subject to these Terms and Conditions, we are not liable for any loss or damage arising out of or consequential upon, directly or indirectly, any abandonment of, delay in departure or delay during any trip howsoever caused;
- (e) We are not liable for any death, injury, sickness suffered by any client or for any cost, loss, damage, liability or expense of any kind whatsoever suffered or incurred by a client, including in respect of any theft or loss of the client's luggage or other personal property.

1.2 The Australian Consumer Law provides clients with a number of protections and consumer guarantees that cannot be excluded or limited. These Terms and Conditions, and in particular the limitations of liability set out in these Terms and Conditions are therefore subject to, and will not apply to the extent that they limit or exclude, such protections and Consumer Guarantees applicable to Consumers. However, where the Australian Consumer Law permits us to limit remedies, we hereby limit the remedies available in respect of a client for a breach of a Consumer Guarantee, we hereby limit the remedies available to our client, at our option, in the case of goods, to the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of having the goods repaired or replaced or having equivalent goods supplied and, in the case of services, to supplying the services again or paying the cost of having the services supplied again.

1.3 To the extent we are deemed to supply recreational services (as defined in the Australian Consumer Law), and provided we are not deemed to have engaged in reckless conduct (as that term is defined in the Australian Consumer Law), we are not liable to the client for: (a) Death; (b) Physical or mental injury (of any kind or degree); or (c) Sickness or illness (pre-existing or otherwise).

1.4 By travelling with us, the client hereby (but only to the full extent permitted by law) waives all or any legal rights the client may have against us and fully releases the same from any and/or all liability and the client hereby releases us from any action including but not limited to negligence, breach of contract, breach of any duty of care whether or not arising from a statutory duty and/or any tortious action.

1.5 The client further acknowledges and agrees to indemnify us and hold us harmless from any and all causes of action or claims which may arise from travelling with us.

1.6 If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

1.7 In this clause 1 the following terms have the following meanings:

- (a) Australian Consumer Law means Competition and Consumer Act 2010 (Cth);
- (b) Client means any person with a booking who is to be carried or is carried on the Proud Mary or any other vehicle controlled by us;
- (c) Consumer has the meaning given to it in the Australian Consumer Law;
- (d) Consumer Guarantee means any statutory guarantee provided to consumers under Division 1 of Part 3-2 of the Australian Consumer Law;
- (e) Related Bodies Corporate has the meaning given to that term in the Corporations Act 2001 (Cth);
- (f) Subsidiaries means has the meaning given to that term in the Corporations Act 2001 (Cth); and (g) Us or We means PM River Cruises Pty Ltd and its Subsidiaries and Related Bodies Corporate, its officers, employees, agents and contractors.

In case of any dispute, Australian law is applicable.