

# Terms & Conditions

## General

The transportation of guests and baggage aboard the vessel/s is governed by these Terms and Conditions. Please carefully read the terms of this cruise agreement.

Your payment of deposit or full fare constitutes agreement to these terms and conditions which includes limitations and exonerations of the liabilities and obligations of Carrier. You should read and understand these terms and conditions carefully before making a deposit. The vessel/s is operated by Australian Paddlesteamers Pty Ltd, trading as Murray River Paddlesteamers (MRPS) and is regularly inspected by the Australian Maritime Safety Authority, AMSA.

## Definitions

The terms "you" and "Guests" refer to any and all person(s) named on the front of the Confirmation and include all children or others under the care or control of the named person(s). The term "Carrier" includes Murray River Paddlesteamers, its parent and affiliated entities, the vessels, the owners, charterers, operators, agents, and masters and crews thereof, any substituted or connecting ship, the owners, charterers and operators and all launches belonging to any such boat or owned or operated by the owners, charterers or operators. The term "Fare" includes voyage and shore excursions purchased from Carrier.

**Fares are in Australian Dollars, are per guest, are based on double occupancy, and do not include air or land transport.**

Single Occupancy Fares carry a 60% surcharge. Port charges are included in the fare. All fares, itineraries, themes, entertainment, shore excursions and other voyage attributes are subject to change without notice and we reserve the right to not honour any published prices that we determine were erroneous due to printing, electronic or clerical error.

## Deposit and Final Payment

For confirmation of individual bookings, a non refundable deposit of \$400 of the full fare per person is due upon booking online & within 3 days if booking direct or via a travel agent. The balance of the voyage fare is due ninety days (90) prior to departure date, and all reservations not fully paid at such time will be cancelled and subject to the cancellation provisions set forth in the cancellation policy below. MRPS accepts the following forms of payment: MasterCard, Visa & Bank Transfer. A credit card surcharge between 1.20% - 1.70% maybe incurred for credit card payments depending on the credit card used. Domestic Australian Bank Transfers incur no surcharge or cost. International Bank Transfers incur a minimum A\$15 fee which must be added to the payment made. Bookings made ninety (90) days or less prior to the departure date require payment in full at the time of booking.

## Cancellation and Change Policy

Guests who must cancel or change the date of their voyage or any part of their package for any reason, including medical or family reasons, are subject to the fees as outlined below. All fares are based on double occupancy; on reservations in which one guest cancels, the remaining guest is responsible for paying any and all single supplements. MRPS reserves the right to cancel all reservations for which final payment is not received ninety (90) days prior to the departure date.

You acknowledge that your cancellation will cause MRPS difficulty in selling a replacement cruise and thus the cancellation fees herein apply regardless of whether your cruise is resold. You agree that any losses sustained by MRPS in the event of cancellation would be very difficult or impossible to quantify and the cancellation fees are fair and reasonable as liquidated damages. The following cancellation fees will be assessed for all written cancellations received prior to departure up to the scheduled time of departure.

## Days Prior to Departure

Up to 91 days	Loss of Deposit
90-31 days	50% of gross fare
30-0 days	100% of gross fare

MRPS recommends that all guests obtain travel insurance for unforeseen circumstances.

## Included in your fare

- Bottled water/softdrink\*
- All meals • Coffee & Tea\*
- Selected Wine & Beer with dinner\* (from 1st April 2021)
- All standard shore excursions
- Wi-Fi Internet access aboard the vessel
- Gratuities to vessel crew

\* 1 Night Cruise Excluded

## Not included in your fare

- Airfare to and from your home city
- Alcoholic beverages not stated
- Travel Insurance
- Transfers to and from Melbourne

Payment for additional goods and services must be made prior to the guest's disembarkation. Card only payment. No cash is accepted.

## Documentation

Final travel reminder, including itinerary and passenger cruise information guide will be sent two (2) weeks prior to departure. Itineraries are subject to change without notice.

## Health & Disability Requirements

Guests must notify MRPS in writing at the time of booking of any physical or mental illness, disability or other conditions for which special accommodations or the use of a wheelchair is necessary or contemplated. Also, we must be notified of any medical treatment that may render the guest unfit for travel or constitute a risk or danger to the guest or anyone else aboard. The vessel does not carry a medical doctor aboard. Acute medical conditions will require you to disembark to be attended to by shore-side emergency and/or medical response. Guests needing any form of assistance and those who are physically disabled must be accompanied by someone who will take full responsibility for any needed assistance during the cruise and in the event of an emergency. We reserve the right to refuse passage to anyone who, in our sole opinion, may affect the health, safety or enjoyment of other guests. Guests requiring a wheelchair must provide their own collapsible wheelchair. Please be aware that some ports of call, shore excursions, docks, gangways and other requirements may preclude a wheelchair guest from leaving the vessel; this decision will be made by the ship's captain and is binding. Also, there may be certain physical conditions, including stairways and narrow passageways within the vessel that may limit or preclude the accessibility of wheelchair guests to some areas. We strongly recommend you purchase travel insurance. With travel insurance, you can plan and enjoy your trip with complete peace of mind.

## COVID-19 Health

If at any time a cruise cannot operate due to government-imposed sailing restrictions guests will be offered a future cruise credit for 100% of any funds paid, valid for 18 months of the original departure date. Refunds will not be offered and any extension beyond 18 months will be at Managements discretion. Passengers must complete the Pre-Cruise Health Questionnaire at check-in and comply with management directions, including having their temperature taken before and during the cruise. Guests must comply with the Captains instructions regarding all COVID-19 hygiene and social distancing requirements.

## Smoking

Smoking is not permitted anywhere aboard the vessel including inside cabins and suites.

## Dining Arrangements

MRPS offer open-seating for breakfast, lunch and dinner. To make a seating request with other guests aboard please contact us.

## Gambling

Gambling is not permitted on the Vessel/s.

## Animals

Only designated service animals are permitted aboard. You are required to notify MRPS in advance of departure if you plan to bring along a service animal because of a disability. Supporting documents may be requested.

## Carrier's Discretion

As the Carrier, we reserve the right at any time, without notice, to cancel any cruise or Cruise Tour, to change or postpone the date or time of sailing or arrival, to change the port of embarkation or final destination, to shorten the cruise or to change or substitute any component of the Cruise Tour. If we are required to do any of these things, we will be responsible to you as follows:

If we cancel the cruise or Cruise Tour before it has started, we will refund the Cruise Fare that we have actually received. If the scheduled sailing date or time is delayed and as a result of that delay, you are not otherwise accommodated on board the Ship, we may arrange hotel accommodations and food at no additional expense to you for the duration of the delay. If the cruise is shortened, we will make a proportionate refund of the Cruise Fare. MRP responsibility does not extend beyond the vessel, and whenever passengers leave it, any arrangements made by them or for them are at their own risk.

## Limitation on Carrier's Liability

- (a) No liability for certain events. The Carrier and the vessel/s shall not be liable for loss, death, or delay of, or injury to, any passenger or loss or damage or delay to his/her baggage, personal effects or other property, arising from: acts of God, public enemy, government restraint, riots, strikes, lockouts, labour troubles, whoever may be the instigators thereof, epidemic, civil disturbances of whatever nature, perils of the rivers, or other navigable waters, fuel shortages, collision, stranding, fire, theft, barratry, or any other crime by any person, faults or errors of navigation or management of this or any other vessel, explosions, breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings or supplies of the vessel or launches or vehicles or any defect of the Carrier's premises, at whatever time existing, fault or neglect of pilots, tugs, regular members of the crew, agents, servants, independent contractors.
- (b) Limitation on Carrier's liability with respect to baggage and personal property. This liability shall not exceed one hundred Australian Dollars in the event of loss, damage or delay to any of the passenger's baggage or other property taken with him/her on the voyage.

## Guest Warranties.

You warrant that you and all other Guests traveling with you are physically, emotionally and otherwise fit to undertake the cruise or Cruise Tour; that you and they have received all medical inoculations necessary; that you and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Captain and officers, and that your conduct will not impair the safety of the Ship or jeopardize or inconvenience other Guests. We may disembark at any time any Guest who may be suffering from contagious or infectious diseases or whose presence, in the opinion of the Captain, may be detrimental to the comfort or safety of other Guests or the crew. In such cases, the Guest shall not be entitled to any refund of the cruise fare or Cruise Tour fare or any compensation whatsoever.

## Alcohol Policy

The sale and consumption of alcoholic beverages will be limited to Guests who are 18 years or older. MRPS promotes the responsible service of alcohol and will refuse service to guests if deemed to be intoxicated. Guests are kindly reminded to consume alcohol in moderation. MRPS reserves the right to prohibit and retain all liquor brought onto vessels which is strictly prohibited.

## Use of Likeness

Carrier has the exclusive right to use video and other visual/ audio portrayals of you or your likeness taken during your cruise in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of Carrier without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of the Carrier.

## Children

Due to the nature of the cruise and travel itineraries, the Carrier does not maintain facilities or services on its vessels for individuals under the age of 18 years. You must be 18 years old on or before the day you are scheduled to embark on the cruise tour.

## Non-Transferrable Tickets

- (a) Your authority to agree. In buying the passenger ticket you state that you are authorised by or on behalf of any passenger listed on the ticket (including any minor) to agree to all the terms and conditions of this agreement.
- (b) No transfer. This agreement is between the Carrier and the passenger. It cannot be sold, assigned or transferred to any other person without prior express written consent of the Carrier.

## Australian Consumer Law

Nothing in these Terms and Conditions operates to exclude, restrict or modify any provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent laws applicable in any State or Territory in Australia.

Terms and conditions are subject to change without notice and we are not responsible for errors or omissions therein.