

TERMS AND CONDITIONS

1. INTRODUCTION

These are the terms and conditions (**Terms and Conditions**) under which you book your cruise holiday and travel on any Discovery One Pty Ltd product we sell you. You are bound by these Terms and Conditions, so it is important that you read them carefully.

2. DICTIONARY/INTERPRETATION

In these Terms and Conditions:

"*Australian Consumer Law*" means schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation;

"*Authorised Travel Agent*" means a registered travel agent;

"*Boat Account*" means an account in a passenger's name that is kept for the duration of a cruise and to which is added all purchases from the Bar, souvenirs and some 3rd party excursion costs.

"*Booking Form*" means the form completed by you, and any amendments thereto, for participation in the Cruise.

"*Consumer Guarantee*" means the rights of guarantees a passenger may have under the Australian Consumer Law or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited;

"*Consequential Loss*" means any loss or damage suffered by a passenger or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of opportunity;

"*Deposit*" means 30% of the Total Fare.

"*Excluded Recreational Liabilities*" means liabilities described in section 139(3) of the *Competition and Consumer Act 2010* (Cth) which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease;

"*Reckless Conduct*" has the meaning set out in section 139A(5) of the *Competition and Consumer Act 2010* (Cth);

"*Recreational Services*" has the meaning set out in section 139A(2) of the *Competition and Consumer Act 2010* (Cth).

"*Total Fare*" means the total amount payable to Us for Your Booking.

"*Us, We, Our*" means Discovery One Pty Ltd;

"*Unexpected Event*" means any act, circumstance, or event beyond our control, caused or arising from, but not limited to: acts of God, public enemies, government restraints, riots, strikes, lockouts, labour troubles, epidemic, civil unrest, perils of the sea, harbours, rivers or other navigable waters, fuel shortages or abrupt and unexpected increase in fuel costs, collisions, stranding, fire, lightning, storms, rough and adverse sea conditions, tidal waves, cyclones, theft, barratry or any other crime by any person, faults or errors of navigation or management of our vessel or any other vessel, explosions, breakage of shafts or any defect of unseaworthiness in hull, machinery or appurtenances, equipment, furnishings or supplies of our vessel or launches or vehicles or any defect of our premises, fault or neglect of pilots, tugs, crews, agents or independent contractors, port closures, delays in allocation and permits to berth the vessel at ports on arrival and seizure of our vessel under legal process.

"*You, Your*" means the person making the booking and all those listed on the Booking Form for the Cruise.

3. YOUR AGREEMENT WITH US

Once we have received your Deposit and Booking Form, an agreement comprising the Booking Form and these Terms and Conditions becomes effective between all passengers listed on the Booking Form and Discovery One Pty Ltd. You represent that you have the authority from all passengers on your booking(s), to enter into the agreement and accept our Terms and Conditions on their behalf. Parents/Legal Guardians enter into the

agreement and accept the Terms and Conditions on behalf of their children, including those who travel in a separate cabin.

4. CRUISE ITINERARIES ARE NOT GUARANTEED

Many factors may affect our ability to provide any particular itinerary. These include weather, mechanical difficulties, civil unrest or any other Unexpected Event. We agree to use reasonable endeavours to provide a cruise in accordance with our published brochures and itineraries however, we do not guarantee itineraries and they do not form part of your agreement with us.

If we are unable to operate in accordance with our published itinerary, we may in some limited circumstances as outlined in clause 10, offer you assistance or compensation.

Where the brochure contains particulars of our conditions or policy concerning reservation procedures, bookings, cancellations, refunds of fares and itineraries for the cruise then the brochure, so far as it relates to those matters, does not form part of these Terms and Conditions.

5. BOOKINGS

To make a booking, please complete and sign the attached 'Booking Form' and return it to us together with your Deposit.

6. PAYMENTS

At the time of booking, we require you to pay a deposit of 30% of the Total Fare to secure your booking. The balance of the Total Fare is due forty-two (42) days prior to your departure. Please note: We accept direct deposit, cheque, postal note, Visa and MasterCard as payment. When booking with a credit card, a non-refundable, 1.5% convenience fee will be charged for each processed payment.

7. SHARE POLICY

All accommodation on the ship is based on twin share occupancy. If you are traveling alone and wish to share accommodation, a room-mate will be assigned to your cabin whenever possible. When pairing room-mates we always pair participants of the same sex. There is a single supplement of 50% for all cruises should you require a cabin to yourself.

8. TRAVEL INSURANCE

We strongly recommend that you purchase appropriate travel insurance as soon as you pay your deposit. If you do not purchase travel insurance, you will not be able to recover cancellation charges, medical costs (in the case of non-Australian residents), repatriation and other expenses that may arise if things do not go according to plan.

9. CANCELLATION AND REFUND POLICY

In the event that you need to cancel your booking, please immediately notify us or your Authorised Travel Agent without delay. A failure to promptly provide notice of your cancellation may result in a lower refund than might otherwise be the case.

The cancellation charges and refunds that will be payable depend on the amount of notice you give us of your cancellation. Those charges are set out in the table below:

Days prior to departure	Cancellation Charge
181 days or more	Full refund less the costs incurred in third party bookings and a 5% administration fee
180 – 43 days	Deposit amount
42 – 30 days	50% of Total Fare
30 days or less	100% of Total Fare

If you choose to change your booking to a different cruise, it will be treated as a cancellation of your booking and the cancellation charges referred to above will apply.

10. CRUISE ITINERARY CHANGES AND CANCELLATIONS BY US

This clause 10 applies only to changes and/or cancellations occurring prior to departure of the Cruise.

In the event that we need to cancel your booking or significantly change the itinerary, we will notify you of these changes as soon as we can. In addition, we may charter all or part of the vessel, or remove the vessel from service where this becomes necessary.

CHANGES WITHIN OUR CONTROL

We may change the itinerary, vessel or cancel the cruise due to operational or commercial requirements. Since your itinerary is not guaranteed, please do not make any important arrangements or meetings based on the proposed itinerary.

Subject to those reasons referred to under the heading "Changes Outside of Our Control" noted below, if we are forced to cancel your cruise for any reason, we will provide a full refund of your Total Fare.

CHANGES OUTSIDE OF OUR CONTROL

If it is necessary to change the itinerary due to safety, maritime law, severe weather, to protect wellbeing, human life or health or other factors outside our control, we will attempt to offer a revised itinerary as close as possible to the original itinerary. We will not provide any compensation in connection with the revised itinerary unless consumer laws require otherwise.

If it becomes necessary to cancel the cruise due to safety, maritime law, severe weather, to protect wellbeing, human life or health or other factors outside our control, then we will have incurred certain costs and may need to make arrangements (and thereby incur additional costs) on your behalf, which you hereby authorise us to undertake, for which the following charges will apply:

Days prior to departure	Cancellation Charge
43 days or more	No charge
42 – 15 days	50% of Total Fare + costs incurred by us on your behalf in taking steps to protect your wellbeing, health and safety
14 – 3 days	70% of Total Fare + costs incurred by us on your behalf in taking steps to protect your wellbeing, health and safety
2 days or less	90% of Total Fare + costs incurred by us on your behalf in taking steps to protect your wellbeing, health and safety

11. NON - TRANSFERABLE

Passengers do not have the right to transfer their rights and obligations under this agreement. The fare paid shall not be refundable except as permitted in these Terms and Conditions and the carrier will not be liable to make any refund to the passenger if the passenger fails to embark on the Ship for the Cruise.

12. HEALTH AND RESPONSIBILITY

On booking your cruise, you warrant that you and those travelling with you admit a full understanding of the nature and character of the vessel and the scope of the activities contemplated by you during the cruise (including those relating to off Ship activities such as excursions in the vessel's tenders, snorkelling and diving) and you assure; That you are in good health and physically fit to undertake the cruise and the contemplated activities; That you will effect travel insurance sufficient to cover any limitation of liability against you imposed by these Terms and Conditions should you wish to do so;

That you accept the risk that you may suffer from sea sickness;

That you have disclosed any physical or mental disability requiring special attention (including the use of a wheelchair) or treatment at the time of making your booking;

That you accept that a Discovery One approved medical certificate certifying fitness for travel may be required and you or those travelling with you have had surgery less than three (3) months prior to sailing you must submit a letter from a qualified physician stating that you are fit to travel. We reserve the right to deny passage at our sole discretion if you require care and attention which we cannot adequately provide;

We reserve the right to refuse or deny participation in activities or programmes either aboard the vessel or off vessel which are sponsored or promoted by us to you or those travelling with you if you suffer from a medical condition that may present risks if you participate in those activities and any decision in this respect may be made by us in our sole discretion;

Any charges incurred by you for medical reasons including but not limited to physicians, surgeons, hospitals, off vessel accommodation, medication, diagnostic facilities, air ambulance evacuation or ground ambulance shall be your sole responsibility ;

For the safety and comfort of all passengers smoking is not permitted in the vessel except on open deck spaces outside all air-conditioned and sealed areas of the vessel;

You agree to indemnify the carrier from and against all claims, costs, charges, fines or penalties arising as a result of any claim made against the carrier in this respect.

13. LIMITATION OF LIABILITY FOR RECREATIONAL SERVICES

Save for liability for significant person injury caused by Reckless Conduct by us or our servants or agents, we exclude liability for any and all Excluded Recreational Liabilities arising out of the supply of Recreational Services.

During your cruise, you may choose to book other services with us such as shore tours. We can assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and services offered and their conditions will apply. Any arrangements made with other service providers by or for you are your responsibility and entirely at your own risk.

14. LIMITATION OF LIABILITY GENERALLY

In the unlikely event you have reason to take legal action, you agree to use all reasonable efforts to bring the issue to our attention as soon as possible.

Where consumer laws and other laws permit us to exclude our liability, we will not be liable for:

- (a) Loss of, or damage to, any luggage or other belongings
- (b) Sickness, injury or death, unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

In addition, our liability will be reduced in proportion to any negligence or fault on your part.

15. APPLICABLE LAW

This contract is governed by the laws in force in Western Australia. You agree that any action you bring against us will be brought in Western Australia. The parties hereby submit to the non-exclusive jurisdiction of the Courts of Western Australia.