

Discovery One –Terms and Conditions

Version 4.0 - Effective 1 April 2026

1. Introduction

These Terms and Conditions apply to all bookings with Discovery One Pty Ltd and to all passengers listed on the Booking Form. By paying your 30% deposit, you confirm that you have read, understood and accepted these Terms on behalf of all passengers on your booking. These Terms are governed by the laws of Western Australia and subject to the Australian Consumer Law.

2. Key Terms

- Deposit: 30% of Total Fare plus Fuel Levy, Visitor Pass and optional Evac fund.
- The Deposit is payable at booking
- We / Us: Discovery One Pty Ltd
- You: All passengers on the booking

Events Beyond Our Control: means any act, event or circumstance beyond our reasonable control, including (without limitation) weather, tides, fuel supply, government action, mechanical failure or safety requirements.

3. Booking and Payments

- Your booking is confirmed upon receipt of your Booking Form and Deposit.
- Balance is due 70 days prior to departure – you will receive updates to your booking and payment reminders in good time before your balance is due.
- We accept direct bank transfer and credit card payments (1.75% fee applies) by Visa, Mastercard or Amex.

Fuel Levy

A \$500 per person Fuel Levy applies automatically to all bookings made on or after 1 April 2026 and forms part of your total cruise price.

If there are further significant increases in marine fuel costs after this date, we reserve the right to apply an additional fuel levy.

Any additional fuel levy will:

- Be based on prevailing fuel prices at the time of operation
- Be applied as a fixed per-person amount
- Be reviewed and, if applicable, advised no later than 14 days prior to departure

We will only apply any additional levy where increases in fuel costs are material and beyond reasonable operational control.

Visitor Pass Fees

Access fees charged by Traditional Owners apply per passenger and are payable in addition to your fare (indicatively \$200–\$300).

4. Itineraries

All itineraries are indicative only and do not form part of your contract. Cruising in the Kimberley operates in remote, tidal and weather-dependent environments. We may change routes, destinations or activities at any time for safety or operational reasons.

No compensation is payable for itinerary changes.

5. Cancellation by You

Notice Period	Cancellation Fee
181+ days	Refund less \$500 admin + unrecoverable costs
180–43 days	Loss of Deposit
42–30 days	50% of Total Fare
<30 days	100% of Total Fare

*Fuel Levy, Visitor Fees and Evac Fund contributions are refundable if cancellation occurs prior to departure.

6. Change of Passenger

You may request to change the name of a passenger on your booking in place of cancellation, provided we receive written notice in advance.

All changes are subject to:

- Our prior approval
- The replacement passenger accepting these Terms and Conditions
- Any applicable administrative or third-party costs

We reserve the right to refuse a transfer where operational, safety or regulatory requirements cannot be met.

7. Changes or Cancellation by Us

Within Our Control:

If we cancel your cruise, you will receive a full refund of amounts paid.

Events Beyond Our Control:

Events Beyond Our Control: means any act, event or circumstance beyond our reasonable control, including (without limitation) weather, tides, fuel supply, government action, mechanical

failure or safety requirements. Refunds may be reduced to reflect costs already incurred, including costs required to ensure passenger safety.

We are not liable for consequential loss, including travel or accommodation expenses.

8. Travel Insurance and Medical

Discovery One operates in remote regions with limited medical facilities. We maintain an emergency evacuation fund of \$50 per person, which must be paid at the time of booking or prior to boarding. This fund covers RFDS (Royal Flying Doctors) evacuation from the vessel to the nearest mainland medical facility only.

This is the only medical cost covered by Discovery One.

All additional costs — including medical treatment, hospitalisation and repatriation — are the responsibility of the passenger. We strongly recommend that all passengers take out comprehensive travel insurance upon booking. Passengers travelling without insurance accept full financial responsibility.

9. Health and Fitness

By booking, you confirm that:

- You are medically fit to travel
- You have disclosed all relevant conditions
- You accept risks associated with remote travel

We may refuse boarding or restrict participation in activities where safety is at risk.

No refund is payable in such circumstances.

10. Activities and Risk

Discovery One cruises include activities such as; swimming, tender transfers and remote exploration. These involve inherent risks. To the extent permitted by law, and pursuant to the Competition and Consumer Act 2010 (Cth) and relevant State legislation, we exclude liability for personal injury or death arising from recreational services, except where caused by reckless conduct.

11. Third-Party Services

We act as agent only for third-party services (including helicopter flights and tours). Those providers operate under their own terms and we are not liable for their services.

12. Limitation of Liability

To the extent permitted by law, Discovery One is not liable for:

- Loss of or damage to personal belongings
- Indirect or consequential loss
- Loss arising from events beyond our control

We are not liable for any injury, illness or death except to the extent caused by our negligence.

Our liability is reduced to the extent that any loss or damage is caused or contributed to by you.

Nothing in these Terms excludes, restricts or modifies any rights you may have under the Australian Consumer Law that cannot lawfully be excluded.

13. Privacy

We collect personal and medical information to manage your booking and ensure your safety. Information may be shared with crew, medical providers and authorities where required

14. Governing Law

These Terms are governed by the laws of Western Australia. All disputes are subject to the jurisdiction of WA courts.

15. Disputes

If you have a concern or complaint, you agree to notify us in writing as soon as reasonably possible. We ask that all complaints are submitted in writing within 14 days of the end of your cruise so we have the opportunity to investigate and resolve the matter amicably. Both parties agree to make a genuine effort to resolve any dispute directly before commencing legal proceedings.