

Terms & Conditions

These Terms and Conditions set out the terms on which you (on behalf of yourself and any person on whose behalf you are booking, together "you" or "your") book and travel on any cruise operated by Ocean Spirit or Spirit of Cairns (in each case operated by Queensland Cruise Group Pty Ltd ACN 152 694 918) (referred to as "we", "us" and "our" below). These Terms and Conditions constitute the agreement between you and us.

At the time of booking a cruise, you must pay for it in full. Once booked and paid for, all cruise tickets are 100% non-refundable but may be transferred at our discretion. Any requests to transfer a booking to another date must be made 72 hours prior to the cruise departure time, are subject to availability in the class and any promotional price of your booking and will incur a \$10 transfer fee for each time a transfer request is made. If in our discretion we agree to any transfers to a different class or promotional price, you must pay the difference between the original booked price and the price of any transferred booking. No agreement will arise between you and us until we have received payment at the time of booking in accordance with this clause. All group bookings and private charters require a 25% non-refundable deposit in order to confirm the booking and full payment and confirmation is required 3 weeks prior to the cruise date.

All cruise fares are quoted in Australian Dollars and include Australian Goods and Services Tax. A reef levy of \$10.00 will be added to each ticket. The reef levy comprises of an environmental management charge (EMC) levied by the Great Barrier Reef Marine Park Authority of \$5.50 (\$6.00 from 1 April 2012), a charge of \$1.25 for Ports North passenger levy and administrative costs.

We reserve the right, if we consider necessary (for example, due to mechanical breakdown, for safety reasons or weather conditions), to cancel a cruise, substitute vessels without notice (including any vessels of a third party), deviate from a vessel's advertised route, change any menu, service, schedule, program, performance or cruise fare. We will endeavour to provide a similar quality vessel, route, menu, service, schedule, program, performance or cruise fare (as the case may be) in these circumstances. In such circumstances, we will not be liable for your direct or indirect loss, or to refund any fares or portions of fares, nor will we be liable for any other damage, loss, expense, loss of time, disappointment, inconvenience, or any other consequential loss suffered by you. Should we cancel a cruise, we will offer you an

alternative cruise date or a refund.

We will make every effort to cater for your special dietary requirements and allergies. If you have any special dietary requirements please inform our reservation staff upon placing your booking. However, we cannot guarantee that certain products will not be in our food, and we explicitly accept no liability. For serious food allergies you must make your own decisions on selecting meals. Our staff's comments are only to assist you in making an informed decision. In exceptional circumstances, with our prior written consent you (or one of your guests) may bring your own meal.

Our cruises operate in the open ocean and on busy waterways and are subject to the risks and perils of cruising in the open ocean and on such waterways including loss, damage and injury arising out of or in connection with changing tidal and weather conditions and the navigation of other craft. To the extent permissible by law, we will not be responsible in tort, contract or otherwise for any loss or damage arising out of injury or death sustained by you or any other passenger, howsoever arising and whether or not arising as a result of our negligence or failure to render due care and skill. You enter into this agreement and book and travel on our cruises at your own risk. If however any guarantees, terms, conditions or warranties are implied into this agreement by any law of the Commonwealth or Queensland, the exclusion of which would contravene that law or cause part or all of this clause to be void, then to the extent permissible by law: (a) We exclude all other guarantees, terms, conditions and warranties; and (b) Our liability for breach of such guarantee, term, condition or warranty is limited to the supply of the relevant cruise again or the cost of re-supplying the cruise.

We exclude all liability for any loss or damage to clothing or personal items/belongings howsoever arising and whether or not our liability arises in tort, contract or otherwise.

Where we offer diving, snorkelling and other activities, you acknowledge that these activities carry certain inherent risks which you assume. Certain medical conditions and medications may preclude you from snorkelling or diving. For advice contact our office or designated staff on the vessel. The minimum age for diving is 12 years. Persons under 18 years will need permission from a parent or guardian. You need to wait 12 hours after a single dive, or 24 hours after multiple dives, before ascending to an altitude of 300 metres or greater (for example, flying) . Snorkelling can be a strenuous

activity. You must use caution and inform our designated staff on the vessel of any medical conditions. In consideration for the diving, snorkelling and other activities being provided to you, you release, discharge, waive and relinquish any and all claims, suits, actions, causes of actions or the like against us and our servants or agents in respect of any loss or damage suffered by you as a result of the diving, snorkelling or other activities, or for any loss or damage to you or your property sustained during the activity or otherwise in connection with it, including but not limiting to loss or damage suffered during or as a result of you engaging in the activities whether such loss or damage was caused or contributed to by any equipment supplied or serviced by us, our servants or agents and whether loss or injury was caused or contributed to by any negligence or breach of duty by us or our servants or agents or otherwise.

Given the risks involved in this cruise (including the risks mentioned in paragraphs 6 and 8) you must obey our staff's instructions at all times. You acknowledge that the Great Barrier Reef Marine Park is a delicate environment and you must not cause any harm to the Great Barrier Reef Marine Park.

We may contract or arrange for third parties to provide the whole or part of the cruise and any related services to you. You must not bring any claims or actions against such third parties. If you bring such a claim or action in breach of this agreement, you agree to indemnify us and the person against whom the claim or action is made against the consequences of that claim or action. You agree that in entering into this agreement, we are acting as the agent of and trustee for each of our employees, officers, agents and subcontractors, and each of these persons is deemed to be a party to the contract for the purpose of entitling each of them to enforce, have the benefit of and rely upon these Terms and Conditions.

Australian and Queensland law requires you to be 18 years or over to be served alcoholic beverages. At no time will any person exhibiting the following, be admitted onto, or served alcohol on the vessel: is intoxicated (as per the RSA); is aggressive, quarrelsome or disorderly; is, or is suspected of being, under the influence or in possession of any illicit substance; is found soliciting from patrons or staff. We reserve the right to refuse admission / boarding to any passenger deemed to be in breach of Queensland RSA guidelines, in this instance NO REFUND will be given in part or full.

This agreement is to be governed by and is to be construed in accordance with the laws

in force in Queensland. Any action, claim, suit or proceeding arising out of or connected in any way with this agreement or the cruise will only be brought in the Courts of Queensland.

If any of these provisions are unenforceable, this shall not affect the enforceability of any other part of the provision or any other provision. In the event of inconsistency between these Terms and Conditions and any other terms, these Terms and Conditions will prevail to the extent of the inconsistency. No waiver or variation of this agreement will have binding effect unless such waiver or agreement is in writing and signed by us.