



Booking Form

Please complete in block letters and sign where indicated.



Please select your adventure *(Please refer to the sailing schedule to determine if the itinerary is available on TRUE NORTH or TRUE NORTH II)*

- | | |
|--|---|
| <input type="checkbox"/> Southern Safari | <input type="checkbox"/> Sydney Rocks |
| <input type="checkbox"/> Adventure South West | <input type="checkbox"/> Raja Ampat Explorer |
| <input type="checkbox"/> West Coast Explorer | <input type="checkbox"/> The Whale Sharks of Cenderawasih Bay |
| <input type="checkbox"/> Kimberley _____ | <input type="checkbox"/> Sepik Soirée |
| <input type="checkbox"/> Coast and Coral | <input type="checkbox"/> Adventures in Paradise |
| <input type="checkbox"/> Coral Atoll Cruise | <input type="checkbox"/> The Mystery of Melanesia |
| <input type="checkbox"/> Over The Top | <input type="checkbox"/> Solomon Sojourn |
| <input type="checkbox"/> Great Barrier Reef Ultimate | <input type="checkbox"/> Other _____ |

☐ TRUE NORTH ☐ TRUE NORTH II

Please select your cabin style

- ☐ Explorer Class
☐ River Class
☐ Ocean Class
☐ Sole Use
☐ Willing to share Ocean Class Cabin

Departure Date Where did you hear about True North?

Name (Guest One) Date of Birth

Preferred Name (for name badge) Weight
(for plane /helicopter flights)

Name (Guest Two) Date of Birth

Preferred Name (for name badge) Weight
(for plane /helicopter flights)

Address

Telephone (home) Mobile Guest 1 Mobile Guest 2

Telephone (work) Email

Please provide an emergency contact name, relationship and phone number/s (other than your own).

Please indicate any individual medical conditions/regular medication that should be brought to the attention of senior hospitality crew (please attach additional sheet if necessary).

Medical/Dietary Conditions (Guest One)

Medical/Dietary Conditions (Guest Two)

A more detailed checklist will be provided once your reservation is confirmed.

I/We have read and accept the terms and conditions pertained in this document

Signature 1 Date

Signature 2 Date

To confirm your booking, please ensure that this form is accompanied by payment as follows:

☐ Deposit of \$ OR ☐ Full Payment \$

Agent Details and Agency Stamp

Discover Your True Nature!

GENERAL INFORMATION

Transfers

Embarkation is normally at 1700 hours on the day of departure and disembarkation is normally at 0800 hours on the last day of your itinerary. However, please refer to your confirmation email and guest documents for confirmation - especially when travelling to destinations outside Australia.

Packing and Luggage

Your time on-board with True North is about being relaxed and comfortable. Casual clothing is always the favoured attire. Select active options for the day and smart casual for the evening. Bring a cardigan/sweater for cooler evenings. Shoes are not worn onboard for safety reasons - bare feet are much more 'surefooted' in a small ship environment. This policy also assists with keeping the vessel in show-room condition. Shoes may be worn if a medical condition exists. Please note the True North has a maximum luggage allowance of 20kg per person (one soft bag). Additional information about what to pack will be provided closer to departure.

Adventure for All

True North supports multigenerational travel. Guests wishing to indicate their preferences with regard to travelling with children are encouraged to contact our sales and reservations team.

Solo Travellers

Cabin accommodation is based on double occupancy. If you are travelling alone in an Ocean Class Twin, a same sex roommate may be assigned to your cabin. If you would prefer not to share - sole occupancy can be confirmed at cabin value less 20%.

Every Day is an Activity Day

All activities and excursions in the adventure boats are included. A comprehensive selection of fishing rods, reels and handlines is available on-board although keen anglers are welcome to bring their own gear. Complimentary snorkelling equipment is also available on-board however bringing your own equipment is always the best way to ensure a perfect fit. Divers are provided with cylinders, weight belts and weights. Please note that snorkelling and diving is not offered during our Kimberley itineraries.

Australian Cuisine and Fully Licensed Bar

Guests are encouraged to indicate dietary requirements (and any meal preferences) prior to departure and/or during the conduct of the voyage. A wide range of alcoholic and non-alcoholic drinks are available including an extensive wine list. Non-alcoholic drinks, café style coffees and, alcoholic beverages offered during specific excursions, are provided with our compliments. Alcoholic drinks purchased from the ship's bar will be added to your onboard account. BYO drinks are generally not permitted - should you desire a particular beverage that is not shown on the current bar list, please contact our sales and reservations team prior to departure. Corkage will be applied to BYO drinks. Please note that our BYO policy is in accordance with True North's obligation to responsibly manage the consumption of alcohol. Further, True North reserves the right to refuse to serve alcohol to any passenger.

Visitor Pass Fee

All Kimberley itineraries include activities that are conducted on traditional lands that are subject to access fees. True North recognises the importance of traditional ownership and, the right to charge access fees. However, the fee structure is subject to change and can only be confirmed upon embarkation. Accordingly, a Visitor Pass Fee will be added to your ship's account consistent with the contemporary fee structure. Please note that the charged amount will provide access to multiple traditional lands and that access fees are paid direct to the relevant traditional owners. Please contact our sales and reservations team for more information on the Visitor Pass Fee.

Communication

Satellite telephones are on-board however please note that charges apply to off-ship calls. Complimentary email and web access is available via our satellite internet system however please note that limitations may be encountered.

Housekeeping

Cabins are serviced daily. We supply beach, bath and hand towels, ensuite amenities and a water bottle for use on excursions. Personal valet (laundry) is also included. Smoking is not permitted anywhere within vessel interiors however a dedicated area is available outside where environmental care and respect for other guests is essential.

Additional Facilities

Unless otherwise specified, the following are not included in the passenger fare:

- Helicopter flights
- Alcoholic beverages (except as offered on specific excursions)
- Adventure wear and other purchases made on-board
- Visitor Pass Fee

TERMS AND CONDITIONS

This document and Your Booking Confirmation together are the Contract under which You book Your holiday and travel with Us. Please read them carefully and be aware that in accepting them You are entering into a contract with Us. Our respective rights and obligations are set out in these Terms & Conditions.

By proceeding with Your booking, We are entitled to assume that You:

- have had the opportunity to read these Terms & Conditions;
- have read these Terms & Conditions;
- are satisfied that You understand these Terms & Conditions; and
- agree to be bound by these Terms & Conditions.

Schedule 2 of the Competition and Consumer Act 2010 (**Australian Consumer Law**) will apply irrespective of the Contract. These Terms & Conditions do not alter any protection given to You by the Australian Consumer Law.

The Parties agree to be bound by the following Terms & Conditions.

1. Booking

- 1.1. This document and Your Booking Confirmation together are the Contract under which You book Your holiday and travel with us.
- 1.2. No agent or representative has authority to vary or omit part or all of these Terms & Conditions.
- 1.3. Any variation agreed between You and Us must be confirmed in writing in order to take effect. The confirmation in writing must be by Yourself and Our Managing Director.
- 1.4. A completed booking form (**Booking Form**) and a deposit (**Deposit**) are required to confirm Your Reservation.
- 1.5. Once We receive Your Booking Form and Deposit, a legally binding agreement on these Terms & Conditions becomes effective.

2. Fundamental Terms

- 2.1. You agree to make full payment of the Agreed Ticket Price no later than 90 days prior to the Departure Date.
- 2.2. Additional Costs
 - i. All Kimberley itineraries include activities that are conducted on traditional lands that are subject to access fees. The fee structure is subject to change and can only be confirmed on embarkation. A Visitor Pass Fee will be added to Your account consistent with the contemporary fee structure, and You agree that You will pay that fee. Please note that the charged amount will provide access to multiple traditional lands, and that access fees are paid directly to the relevant traditional owners. Further information, including likely quantum, can be obtained prior to embarkation through Our sales and reservations team.
 - ii. Unless otherwise specified, the following are not included in Your Agreed Ticket Price:
 - a) Helicopter flights;
 - b) Alcoholic beverages (except as offered on specific excursions);
 - c) Adventure wear and other purchases made onboard; and
 - d) Visitor Pass Fee as detailed above.

We agree to make all reasonable endeavours to provide an adventure travel experience as close as reasonably practicable to the published schedule and itineraries. However, You are made aware by this clause that many factors beyond Our control may affect Our ability to provide any particular itinerary, including but not limited to weather, unexpected mechanical difficulties, civil unrest, government travel restrictions or other reasonably unforeseen circumstances.

- 2.3. We do not guarantee to provide a specific itinerary, and no specific itinerary forms part of this Contract.
- 2.4. We do not guarantee to embark on a particular date, and no specific embarkation date forms part of this Contract.
- 2.5. If it is necessary to change the itinerary at any time due to any reason beyond Our control (**Necessary Change**), We will attempt to offer a revised itinerary as close as possible to the published itinerary.
- 2.6. Our entitlement to make Necessary Changes arises because of the nature of the services We offer, and We guarantee that it accurately reflects Our genuine inability to offer a precise promise of what will be available on any given date, particularly when cruises are booked a long time in advance.
- 2.7. If an itinerary is reasonably changed in accordance with a Necessary Change, We will not provide any compensation in connection with the revised itinerary unless the Australian Consumer law requires otherwise or unless it results in a Cancellation by Us pursuant to this Contract.
- 2.8. You are only entitled to make changes to Your Booking in accordance with the below, unless otherwise agreed by Us in writing:
 - i. Your ticket is transferable between Our vessels or to another person provided that:
 - a) We are notified of the proposed transfer not less than 2 weeks before Departure;
 - b) it is practical to change any bookings made in Your name at the time of notification; and
 - c) You pay all costs and charges incurred by Us and/or incurred or imposed by any of Our suppliers as a result of the transfer or name changes, including an administration fee of \$250.00 per person for the transfer.
 - ii. Changes of holiday date to an earlier Departure after We receive Your Booking Form and Deposit are permitted, subject to availability, but will incur an administration fee of \$250.00 per passenger.

- iii. Changes of holiday dates to a later Departure after We receive Your Booking Form and Deposit constitute a Cancellation by You of the original Booking, such that, subject to any contrary, written agreement by Us, You will be liable for the cancellation fees set out in clause 5.4.

Your responsibilities

- 2.9. Unless otherwise expressly agreed in writing, it is Your responsibility to ensure that You have all necessary visas, vaccinations and travel documents, including a passport that is valid for the minimum duration required to allow You to enter and remain in the countries that Your cruise will be visiting for the duration of its presence in each country.
- 2.10. You understand that without the necessary visas, vaccinations and travel documents We may deny You boarding, or You may be prevented from going ashore in destination countries.
- 2.11. You agree that You will be responsible for any damages flowing from Your failure to obtain the necessary travel documentation, including in circumstances where the vessel on which You are travelling is denied entry into any port because of such failure.
- 2.12. You understand that travel on Our cruises may not be a departure from Australia for the purpose of revalidating an Australian visa.
- 2.13. You agree to carry government issued photographic proof of identity and proof of usual residential address with You on domestic cruises. This can be a single document (eg a driver's license on which Your photograph and address appear) or two documents (eg a passport showing Your photograph and a non-photographic driver's license showing Your address).
- 2.14. Drones:
 - i. You are welcome to bring Drones on Your cruise for such lawful use as is permitted whilst You are not onboard the vessel.
 - ii. In allowing You to bring Your Drone on board the vessel We are not in any way assuming responsibility for where and how You use it whilst You are onshore.
 - iii. You assume full responsibility for understanding all local authority rules related to Drone usage and for obtaining any required permissions for Drone operations.
 - iv. We will notify You from time to time if We are in an area where We are sure that Drone use is prohibited, such as a national park. However, You should not assume that We are aware of all the places in which Drone use is prohibited, and You must satisfy Yourself of the lawfulness of Drone usage.
 - v. Any liability, including environmental damage, damage to persons, and damage to property, including Your Drone, from Your Drone usage is Your responsibility.
 - vi. Drone usage on board Our vessel is strictly prohibited.
 - vii. Drone usage during helicopter operation is strictly prohibited.
 - viii. Drones used on the vessel will be confiscated until the end of the cruise. You may be subject to disembarkation at Your expense for onboard Drone usage if You are deemed to have put lives at risk.
- 2.15. Privacy
 - i. Sections 5(1) and 6(1) of the *Surveillance Devices Act 1998 (WA)* (**SDA Act**) are expressly incorporated these Terms & Conditions and apply at all times.
 - ii. For the purposes of the SDA Act, Our Vessels are a private space, and You must not video or otherwise record any passengers without their express or clearly implied permission.
 - iii. We take Our passengers' right to privacy very seriously, and any repeat violation of the above clauses will result in the confiscation of Your recording device.
 - iv. By these Terms & Conditions You expressly consent to the crew of the vessel taking photographs and video footage, which will be published to other guests of the cruise as complimentary mementos of Your experience and which may be used by Us for promotional purposes without Your further permission.
- 2.16. You agree to abide by any environmental policy issued to You at or before Departure.
- 2.17. You agree to abide by any smoking and vaping policy issued to You at or before Departure.
- 2.18. You warrant that You are medically and physically fit for travel, and that Your travel will not endanger You or others.
- 2.19. You warrant that You will not be more than 24 weeks pregnant at any point during the voyage. For clarity, this is because We are not equipped to safely deliver infants, and We are not equipped to care for a newborn that is delivered prematurely.
- 2.20. If You have any physical disability, mental health condition, or other Medical Condition which may require special assistance during Your cruise (including any food allergies that may cause You to suffer severe anaphylactic shock) You agree to notify Us at the time of booking or as soon as reasonably practicable after You become aware of it, whichever is the later.
- 2.21. Whilst We will use Our best endeavours to protect You from any food or substances to which You suffer a severe allergy, We cannot guarantee that You will not be exposed. You warrant that You will carry the appropriate emergency response medication with You.
- 2.22. You agree that during the cruise the Captain will exercise complete control over the vessel. You will abide by all requests of the Captain which relate to the safety and integrity of the vessel, or the comfort, safety and enjoyment of the guests and crew.
- 2.23. You understand that if at any time the Captain considers that You are seriously affecting the safety, well-being or enjoyment of Yourself or any other person onboard the vessel, the Captain has the right to confine, sedate or disembark You.
- 2.24. If You are required, or choose, to leave the cruise for any reason other than a breach by Us of the Australian Consumer Law or these Terms & Conditions, then You are responsible for any expenses that You incur, including Your return trip home.

3. Prohibited items

- 3.1. Weapons, illicit substances, explosives, and incendiaries are all expressly prohibited onboard Our vessels and will be confiscated if found.
- 3.2. Fruit, other than that which has been provided to You by Us onboard, is strictly prohibited.
- 3.3. Alcohol
 - i. Alcohol may be brought onboard but must be declared.
 - ii. Corkage will be charged if alcohol is consumed on board.
 - iii. You agree that any and all alcohol will be confiscated if it is at any time deemed to be necessary to secure the safety or comfort of Yourself or any other passenger.
 - iv. You warrant that:
 - a) You will not consume alcohol that You have brought aboard in excess;
 - b) You will bear responsibility for any damage caused by You whilst intoxicated;
 - c) You will store alcohol securely at all times; and
 - d) You will not provide alcohol to any person under the age of 18 years or any person who is already intoxicated. For the purpose of this clause, You will have provided alcohol to a person under 18 years if You store it in a location where they can access it and they subsequently consume it without Your knowledge or consent.
- 3.4. You warrant that You will not attempt to bring any prohibited item onboard, and that You will bear the cost of any and all damage and/or loss caused by any violation of this policy.

4. Cancellation by You

- 4.1. A Cancellation by You occurs if:
 - i. You do not pay the full Agreed Ticket Price more than 90 days prior to the Departure Date and We have not consented in writing to You paying at a later date;
 - ii. You are unable to lawfully travel for any reason;
 - iii. You do not appear at the place of Departure within 60 minutes of the time of Departure and You have not successfully communicated to Us the fact of and reason for Your delay.
 - iv. You notify Us that You will not be travelling on the cruise and;
 - a) You do not request that the ticket be transferred; or
 - b) the ticket cannot be transferred.
 - v. A medical officer assesses You as unfit to travel at the time of Departure or within 14 days of the time of Departure, including because You are or are likely to be more than 24 weeks pregnant at any point during Your cruise; or
 - vi. Your conduct or health prior to or during the cruise creates a reasonable suspicion in the opinion of the Captain that either You or others will be put at risk if You are permitted to travel.
- 4.2. You are strongly encouraged to take out appropriate travel insurance at the time of Booking.
- 4.3. No refunds will be made in the event of "no shows", irrespective of the reason for Your non-appearance, unless Our error is the sole or substantial cause of Your non-appearance.
- 4.4. Subject to clause 4.5. in the event of Cancellation by You, the following non-refundable charges will apply:

Time of cancellation	Non-refundable charge
More than 90 days before Departure	Deposit
60 – 90 days	Deposit or 75% of fare, whichever is greater
40 – 60 days	Deposit or 90% of fare, whichever is greater
40 days or less	Full fare

- 4.5. If You make a new booking whilst on board a True North vessel as a passenger when the vessel is in the course of a cruise, upon cancellation of that new booking within 4 weeks after You have disembarked from the cruise during which You made the booking, you will receive a full refund of all amounts paid to Us in respect of that new booking. The terms of clause 4.4 otherwise apply in respect of any such booking.

5. Cancellation by Us

- 5.1. A Cancellation by Us occurs if:
 - i. a Necessary change to the itinerary means that You are unable to lawfully travel or are unable to comply with these Terms & Conditions;
 - ii. a Necessary change in Departure date is more than 30 days from Your original Departure date;
 - iii. We notify You that Your cruise has been cancelled for any reason.
- 5.2. Our trips may require a minimum number of participants to enable Us to operate them. If the minimum number of bookings required for a particular trip has not been received, We are entitled to cancel it. We will notify You of cancellation for this reason no less than 28 days prior to Departure, and offer You a choice of a full refund or credit towards a later cruise.

- 5.3. In the event of a Cancellation by Us less than 180 days before Departure you will be entitled to a credit in the full amount paid by You at the date of Cancellation for Your use within 48 months of Your Departure.
- 5.4. If We cancel the cruise more than 180 days before Departure for any reason You will be entitled to a full refund of the Deposit and any balance paid. We may, at Our discretion, offer You a credit package or alternative cruise instead of a refund.
- 5.5. Force majeure cancellation
- i. A force majeure event means any event that could not be foreseen or avoided even with the use of due care, and specifically includes (but is not limited to):
- a) Civil unrest, war, or the threat of war;
 - b) Actual or reasonably suspected terrorist activity;
 - c) Unavoidable technical failure which has the effect of preventing safe or lawful transport;
 - d) Severe weather conditions or warnings;
 - e) Response to a distress call or other emergency at sea;
 - f) Natural disaster, including but not limited to seismic activity, extreme weather, or Pandemic;
 - g) Government (including law enforcement) direction or Court Order arising for a reason other than wrongdoing or negligence by a party to these Terms & Conditions;
 - h) Industrial dispute; or
 - i) Risk to human life not arising as a result of wrongdoing or negligence by a party to these Terms and Conditions.
- ii. If the cruise is cancelled due to a force majeure event, then We will be entitled to retain any Deposit or payment that has been made by You as at the date of the cancellation.
- iii. In the event of a force majeure cancellation We will issue You with a credit in the amount paid by You, less any non-refundable expenses which We have reasonably incurred, for use within 48 months of Your Departure date.
- iv. Credit issued in accordance with this cancellation policy is transferrable.

6. Children

- 6.1. Children over the age of 3 years are permitted on board.
- 6.2. Subject to any agreement with Us to the contrary, the minimum age of passengers is 3 years.
- 6.3. Any infants that are permitted to travel on board are Your responsibility.
- 6.4. You understand that We are unable to provide nappy changing facilities, or safe play areas for infants.
- 6.5. All children included on Your Booking remain Your responsibility at all times during the cruise. Our cruises are not suitable for children to be allowed to play unsupervised.
- 6.6. If You are likely to experience any difficulty arising from the presence of other people's children onboard Your cruise please let Us know so that We can discuss in advance of Departure.

7. Limitation of liability

- 7.1. We are an adventure travel organisation.
- 7.2. The nature of the cruises offered means that You may experience physical discomfort and increased risk to Your safety.
- 7.3. You agree to inform Yourself of the risks inherent in adventure travel and You accept those risks in the spirit of adventure.
- 7.4. To the maximum extent permitted by law, We are not responsible for any injury, illness, loss, expense, damage or death which results from any act or omission of You, any member of Your party, any third party not Our employee or Our contractor, or anything that comprises or arises from a force majeure event.
- 7.5. Subject to the Australian Consumer Law, We are not liable for loss of or damage to any luggage or other belongings unless caused by Our negligence or failure to provide services with due care and skill.
- 7.6. We are not responsible for any searches of Your person or baggage conducted by any government officer, port official, or representative of same.
- 7.7. We are not liable for any damage that arises out of Our compliance with Our obligations under Australian or local law or local government regulations or local obligatory or customary practices.
- 7.8. We are not liable for any damage consequential to a Necessary Change or any cancellation, including but not limited to any changes to airline tickets, hotel accommodations, and leave entitlements.
- 7.9. You understand that in the event of an accident or emergency at sea, in remote areas, or outside Australia's boundaries there may be limited or delayed medical treatment available. Whilst We will make every effort to obtain the quickest possible medical treatment, We cannot guarantee a standard of medical care that can be obtained in or around a capital city of Australia.
- 7.10. You agree to meet the cost of Your emergency medical treatment at sea, in a remote area, or outside Australia's boundary, irrespective of whether Your consent is able to be obtained prior to the request for and performance of emergency medical treatment.
- 7.11. We strongly advise You to obtain appropriate travel health insurance and repatriation insurance.

8. Choice of law and jurisdiction

- 8.1. This Contract is governed by the laws in force in Western Australia.
- 8.2. You agree that in the event of dispute, the appropriate forum for proceedings is Western Australia, even if the proceeding is commenced in or transferred to another jurisdiction.

9. Definitions

9.1. In this Contract including the Schedule:

- i. **Additional Costs** has the meaning given to it in clause 2.2.
- ii. **Agreed Ticket Price** means the amount specified on Your Booking Confirmation.
- iii. **Booking** means the details of travel confirmed in Your Booking Confirmation.
- iv. **Booking Form** has the meaning given to it in clause 1.4.
- v. **Cancellation by Us** has the meaning given to it in clause 6.1.
- vi. **Cancellation by You** has the meaning given to it in clause 5.1.
- vii. **Captain** means the person with ultimate command and responsibility for on which You are travelling, or any person acting in that capacity from time to time.
- viii. **Closest Port** means the port or place closest to the True North vessel at any time at which it is necessary for You to leave the vessel under the terms of this Contract, provided that Your onward travel from the port or place is reasonably practicable.
- ix. **Contract** means Your Booking Confirmation and the Terms & Conditions.
- x. **COVID-19** means the disease caused by the coronavirus SARS-CoV-2 declared by the World Health Organisation to be a pandemic on 11 March 2020.
- xi. **COVID-19 Pandemic** means the pandemic of COVID 19 declared by the World Health Organisation on 11 March 2020.
- xii. **Departure** is the scheduled time of departure specified in Your Booking Confirmation or as amended in writing by Us from time to time.
- xiii. **Deposit** is the amount of money designated as a deposit in Your Booking Confirmation and will be calculated on the gross amount.
- xiv. **Destination** means any stopping point mentioned in the itinerary at the date of Your Booking and/or any new stopping point notified to You after You receive Your Booking Confirmation.
- xv. **Drone** means any remotely piloted airborne device of any size or weight, including model airplanes.
- xvi. **Force majeure** has the meaning given to it in 6.4(i).
- xvii. **Fully vaccinated** means vaccinated to the extent required by the definition of 'fully vaccinated' published from time to time by the Australian Technical Advisory Group on Immunisation and as defined or required by any other country or Destination that is on your Booking Confirmation.
- xviii. **Medical Condition** includes all diseases, lesions, disorders, and any nonpathologic condition that normally receives medical treatment, such as pregnancy. It expressly includes any allergic reaction known to pose a risk to Your health.
- xix. **Necessary Change** has the meaning given to it in clause 2.7.
- xx. **Pandemic** means an epidemic occurring worldwide, or in multiple countries which is declared by the World Health Organisation and/or the Australian Government and/or any Australian state government to be a pandemic. The declaration may be applied retrospectively in the event that an epidemic is declared to be a pandemic after the date on which it has affected a booking.
- xxi. **Schedule** means the schedule to these Terms & Conditions headed "COVID-19 Pandemic Schedule".
- xxii. **Terms & Conditions** means this document.
- xxiii. **Visitor Pass Fees** has the meaning given to it in clause 2.2(i).
- xxiv. **You/Your** means the person or people named on Your Booking Confirmation as passengers.
- xxv. **We/Us/Our** means True North Adventure Cruises.
- xxvi. **Your Booking Confirmation** is the document with that title which was provided to You on completion of Your Booking.

COVID-19 Pandemic Schedule

The terms of this Schedule address the implications for Our cruises of the COVID-19 Pandemic.

The purpose of the Schedule is to enable the long-term planning of cruises, in circumstances where the future impacts of the COVID-19 Pandemic are uncertain.

To plan cruises, it will be necessary for Us to expend money that may not then be available to be refunded in the event of cancellations caused by restrictions that are imposed in association with the management of the COVID-19 pandemic.

The Schedule forms part of the Terms & Conditions and is to be read with them, but to the extent of any inconsistency between the Schedule and any other clause or clauses of the Terms & Conditions, the terms of the Schedule will prevail to the extent of that inconsistency.

Requirement and/or restriction indicated in this schedule may vary dependant on current requirement and/or restriction that is applicable in any country, State or Territory that is included in your itinerary.

10. No liability for exposure

- 10.1. Notwithstanding Our best endeavours, We cannot and do not guarantee that You will not be exposed to COVID-19 whilst cruising with Us, and We do not accept responsibility for any cases of COVID-19 diagnosed during or after the cruise.
- 10.2. We do guarantee that We will take all reasonable steps and precautions to comply with health recommendations to avoid any contamination occurring on board Our vessels, and that We will take all reasonable steps and precautions to ensure that carriers of COVID-19 are not permitted on board Our vessels.

11. Delay in Departure caused by need for deep cleaning

- 11.1. If Departure is delayed because a person or persons have been on board the vessel prior to Departure who are subsequently suspected of being carriers of COVID-19 so that deep cleaning of the vessel is required;
- i. We will use Our best endeavours to ensure that the deep cleaning is undertaken as quickly as reasonably practicable;
 - ii. You agree that, subject to Our compliance with subparagraph (i) of this clause;
 - a) The delay will not constitute a Cancellation by Us;
 - b) If You cancel the Contract for this reason, this will be a Cancellation by You under clause 5.4 of the Terms & Conditions such that You will forfeit the full fare; and
 - c) You will not be entitled to any credit or refund in respect of any part of the fare.

12. Border closures and travel restrictions prior to Departure

- 12.1. It is Your responsibility to ensure that at the time of Departure, Your presence in any country, State or Territory that Your cruise will be visiting, including without limitation the Commonwealth or any State or Territory of Australia, is not prohibited by border restrictions imposed by that country, State or Territory.
- 12.2. If You have been issued with a pass or other document by a country, State or Territory that Your cruise will be visiting that permits You to be in that country, State or Territory, You agree to have that documentation with You on board the vessel and to show it to Us upon Our request and to allow Us to make and retain a copy of that documentation.
- 12.3. If, prior to Departure, Your presence or movement within any country, State or Territory that Your cruise will be visiting becomes prohibited or is otherwise rendered impossible by a border closure or closures, or is or becomes affected by any requirement to commence and/or complete a period of quarantine or isolation imposed by that State or Territory, You acknowledge and agree that:
- i. You will not be entitled to board Our vessels;
 - ii. The denial of permission to board Our vessels will not constitute a Cancellation by Us;
 - iii. We will issue You with a credit in the amount paid by You inclusive of the Deposit, less any non-refundable expenses which We have reasonably incurred, for Your use within 48 months of Your Departure.

13. Proof of vaccination prior to Departure

- 13.1. Prior to Departure You may be required to provide proof of full vaccination for COVID-19 by provision to Us of a copy of Your digital vaccination certificate verifying receipt of such doses of a vaccine approved for use in Australia and any overseas Destination as are required in order to be fully vaccinated for COVID-19.
- 13.2. You acknowledge and agree that if the requirements of clause 14.1 are not met by You:
- i. You will not be permitted to board the vessel;
 - ii. The denial of permission to board the vessel will not constitute a Cancellation by Us; and
 - iii. Your failure to provide proof of vaccination will constitute a Cancellation by You under clause 5.4 of the Terms & Conditions such that You will forfeit the full fare including the Deposit.

14. Proof of negative test prior to Departure

- 14.1. Prior to boarding Our vessels, You may be required by Us to provide proof of a negative COVID-19 test undertaken within 72 hours of Departure.
- 14.2. You acknowledge and agree that if the requirements of clause 14.1 are not met by You:
- i. You will not be permitted to board Our vessels;
 - ii. The denial of permission to board Our vessels will not constitute a Cancellation by Us; and
 - iii. We will offer You a choice of a refund or a credit of 50% of the amount paid by You, less any non-refundable expenses which We have reasonably incurred, for Your use within 48 months of Your Departure. The balance of the amount paid by You will be forfeited.

15. Pre-Departure screening

- 15.1. If you receive a positive test for COVID 19 and, you are subject to a mandatory isolation period:
- i. You may not be permitted to board the vessel or, you may be required to observe an onboard period of isolation;
 - ii. The denial of permission to board the vessel will not constitute a Cancellation by Us; and
 - iii. We will offer You a choice of a refund or a credit of 50% of the amount paid by You, less any non-refundable expenses which We have reasonably incurred, for Your use within 48 months of Your Departure. The balance of the amount paid by You will be forfeited.
- 15.2. All passengers will be subject to health screening at the time of Departure in accordance with the medical recommendations current at that time for detecting COVID-19, including without limitation:
- i. Temperature screening;
 - ii. Completion of a questionnaire about recent travel and symptoms; and
 - iii. Testing for COVID-19 including by means of Rapid Antigen Testing
- 15.3. You acknowledge and agree that, in the event that, by reason of pre-Departure screening, We reasonably believe that You may be infected with COVID-19 as at the date of Departure:
- i. You may not be permitted to board the vessel or, you may be required to observe an onboard period of isolation;
 - ii. The denial of permission to board the vessel will not constitute a Cancellation by Us; and
 - iii. We will offer You a choice of a refund or a credit of 50% of the amount paid by You, less any non-refundable expenses which We have reasonably incurred, for Your use within 48 months of Your Departure. The balance of the amount paid by You will be forfeited.

16. Level 4 warnings for Bookings for travel outside Australia

- 16.1. Our international cruises will be cancelled when Level 4 Government travel warnings are in place (**Level 4 warning**).
- 16.2. If the Level 4 warning is in place when You make Your Booking then You must still pay the Deposit at the Booking date, but You are not obliged to make full payment until such time as the Level 4 warning is lifted.
- 16.3. If the Level 4 warning is lifted more than 28 days prior to Departure then You are obliged to make full payment of the outstanding ticket price within 48 hours of the Level 4 warning being lifted.
- 16.4. Cancellation charges imposed by clause 5.4 will apply if You cancel Your Booking and the Level 4 warning is lifted more than 28 days prior to Departure.
- 16.5. If the Level 4 warning is not lifted more than 28 days prior to the Departure date or is reimposed prior to the Departure date:
 - i. The cruise will be cancelled;
 - ii. The cancellation will not constitute a Cancellation by Us; and
 - iii. We will issue You with a credit in the amount paid by You inclusive of the Deposit, less any non-refundable expenses which We have reasonably incurred, for Your use within 48 months of the Departure.

17. Changes to itinerary due to COVID-19

- 17.1. We reserve the right to make significant changes to the Destination of the cruise during the COVID-19 Pandemic in the event that the anticipated Destination becomes an unsafe or inaccessible destination.
- 17.2. In the event of a significant change of Destination due to the COVID-19 Pandemic, You may elect to go to a different destination or You may elect to cancel. If you elect to cancel, you acknowledge and agree that:
 - i. The cancellation will not constitute a Cancellation by Us; and
 - ii. We will issue You with a credit in the amount paid by You inclusive of the Deposit, less any non-refundable expenses which We have reasonably incurred, for Your use within 48 months of Your Departure.
- 17.3. If a significant change cannot be reasonably arranged prior to Departure you acknowledge and agree that:
 - i. The resulting cancellation will not constitute a Cancellation by Us; and
 - ii. We will issue You with a credit in the amount paid by You inclusive of the Deposit, less any non-refundable expenses which We have reasonably incurred, for Your use within 48 months of Your Departure.

18. Border closures and travel restrictions arising subsequent to Departure

- 18.1. If, following Departure, Your presence or movement within any country, State or Territory that Your cruise will be visiting is or becomes affected by any requirement to commence and/or complete a period of quarantine or isolation imposed by that State or Territory during the period of Your cruise you acknowledge and agree that:
 - i. You will be removed from the vessel;
 - ii. The need for your removal from the vessel will not constitute a Cancellation by Us;
 - iii. All costs of removing You from the vessel and transporting You to the Closest Port, including by helicopter, are to be borne by You; and
 - iv. No amount will be payable by Us in respect of that part of the cruise which You were unable to complete.

19. Onset of symptoms of COVID-19 during Your voyage

- 19.1. You acknowledge and agree that if it appears to Us at any time during Your voyage that You have symptoms which cause Us to reasonably believe that You may have COVID-19, You may be required to observe an onboard period of isolation and/or You may be removed from the vessel until You have undergone testing for COVID-19 and have returned a negative test. Such testing may be rapid antigen testing. You acknowledge and agree that if it becomes necessary for You to be removed from the vessel because We suspect that You may have symptoms of COVID-19, all costs of removing You from the vessel and, if necessary, returning You to the most convenient Closest Port for testing, medical examination and treatment and/or isolation, including by helicopter, and all accommodation and other costs associated with any time spent by You in the Closest Port and all costs associated with returning You to the vessel, including by helicopter, are to be borne by You.
- 19.2. You agree to undertake a rapid antigen test for COVID-19 upon Our request at any time during Your cruise.
- 19.3. You acknowledge that if at any time during Your cruise You return a positive rapid antigen test for COVID-19, You will be removed from Our vessel.
- 19.4. You acknowledge and agree that if it becomes necessary for You to be removed from the vessel because You have returned a positive test for COVID-19:
 - i. The need for your removal from Our vessel will not constitute a Cancellation by Us;
 - ii. All costs of removing You from Our vessel and returning You to the Closest Port, including by helicopter, are to be borne by You; and
 - iii. No amount will be payable by Us in respect of that part of the cruise which You were unable to complete.
- 19.5. We are not liable to pay or reimburse You or any other person any costs of or incidental to any requirement for You to be isolated or quarantined as a result of Your exposure to or infection with COVID-19 that occurs during Your voyage or is in any way associated with Your voyage.

