



July 2025

STANDARD BOOKING TERMS & CONDITIONS

1. DEFINITIONS

"You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Grander Boats Pty Ltd (ABN 27 643 582 174) trading as Shoalhaven River Cruise.

2. MAKING A BOOKING

A booking request is accepted when our Reservation Staff issue a verbal or written booking confirmation and you have paid your full fare or deposit (for a whole vessel charter). It is at this point that a contract between us and you come into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours, other than a director, has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to your cruise or charter.

The full fare must be paid to secure your booking, unless the booking is for the whole vessel.

3. PRICES & EXCLUSIONS

Prices stated are in Australian Dollars (\$AUD), include GST and are current at the time of publication. The price includes transportation and inclusions as per the published itinerary.

Domestic airfares and airport/hotel transfers are not included. Costs associated with insurance, meals (other than those stipulated), emergency medical costs, gratuities, and all items of a personal nature are not included.

4. PRICE SURCHARGES

We reserve the right to adjust the cost of your booked cruise prior to commencement for circumstances beyond our control such as fuel surcharges, or the imposition of new or amended Government charges.

We do not cover the cost of your bank charges associated with making a booking or arranging special requests.

5. WHOLE VESSEL CHARTERS

A deposit will be required within 14 days (unless otherwise stated) of our acceptance of your charter booking. The amount of the deposit may vary depending on the booking type and/or cruise options offered. We will notify you of the deposit amount on your booking confirmation. Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible should services become unavailable.

Full payment must be received no less than 7 days before commencement of your trip. Note: some trips may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

6. CANCELLATIONS BY YOU

Cancellations must be made by notifying Shoalhaven River Cruise on 0429 981 007 between the hours of 9am and 4pm, 7 days a week or send an email to info@shoalhavenrivercruise.com.au Cancellation fees and charges will be levied as follows:

- 72 hours or more prior to booked cruise start time: no cancellation fee;
- Less than 72 hours prior to scheduled start time:
 - any amounts we have paid or have contractually committed to pay to third parties to deliver your cruise option that we cannot reasonably recover (for example payments made to catering suppliers, tour operators, ticketing agents, etc);
 - a fee which is the greater of the deposit or 20% of the booking value to compensate us for work performed up until the time of cancellation;

Cancellation fees and charges will not exceed payments received by us at the time of cancellation. If, after the application of these fees and charges, there is a surplus of payments you have made to us, we will refund this to you within a reasonable time.

You agree that these cancellation fees and charges are reasonable and required to protect our legitimate business interests.

Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. We will use reasonable endeavours to recover third party payments, but we make no guarantee that we will be able to make recoveries.

Cancellation fees for Shoalhaven River Cruise 'group booking' or 'private charter' cruises are as follows:

- 7 days or more prior to booked cruise start time: No fee
- Less than 7 days prior to scheduled start time: 20% of total price of booked cruise.
- Where a deposit has been paid:
 - and the amount of the deposit is more than the cancellation fee then the cancellation fee will be deducted from the deposit and the balance of the deposit will be refunded;
 - and the amount of the deposit is less than the cancellation fee then the deposit will be taken in part payment of the cancellation fee and the balance of the cancellation fee will be become due and payable by the individual organising the booking.

7. ILLNESS PREVENTING CRUISE COMMENCEMENT OR CONTINUATION

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test):

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the trip and you are consequently prevented from commencing or continuing your trip, then:
 - if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
 - if you have not commenced your trip then we regret we will not be able to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would already have paid (or committed to pay) suppliers and we would already have performed significant work preparing for the delivery of your trip and servicing your booking.

8. CANCELLATIONS BY US

8.1. Force Majeure – Prior to travel

If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock out, epidemic, pandemic, failure or delays of scheduled transportation facilities, or other Acts of God, or any law, order, decree, rule or regulation of any government authority, or for any other reason whether of a similar or dissimilar nature beyond our reasonable control (Force Majeure), we may at our discretion:

- reschedule your cruise arrangements to a future date, in which case we will issue you with a credit note equal to amounts paid at the time of postponement; or
- cancel your cruise arrangements, in which case our contract with you will terminate.

If we cancel your cruise arrangements and our contract terminates, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.

8.2. Force Majeure – During travel

If we cancel your cruise arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third party costs only.

8.3. Insufficient passenger numbers

All scheduled river cruises are subject to a minimum number of confirmed passengers. If the minimum booking threshold of 20 passengers is not met 72 hours prior to departure, the cruise may be cancelled at our discretion.

In the event of cancellation due to low patronage, all affected guests will be notified by phone, email, or text message no later than 24 hours before departure.

Guests will receive a full refund of all cruise fees paid in advance. Refunds will be processed within 14 days of the cancellation notice.

Where possible, guests will be offered an option to reschedule their cruise to an alternative date or time, subject to availability. Rescheduling is not mandatory and guests are under no obligation to accept.

We are not liable for any additional costs incurred by guests as a result of cancellation, including but not limited to travel, accommodation, or third-party bookings.

8.4. General

Cancellation of your booking due to your being considered a danger to the vessel; yourself or other passengers at any stage (for example exhibiting drunk, disorderly, or threatening behaviour), will not be refunded. All expenses incurred by you for alternative travel arrangements will be yours.

If we provide you with any alternative services or assistance where cruise arrangements are cancelled because of Force Majeure, then you agree that the amount to be refunded to you will be reduced by the value of these services and assistance.

If we cancel your trip for reasons other than those already mentioned, you will be offered (at your election):

- a full refund of all funds paid over to us, or
- the offer of a cruise of substantially equal or better quality if appropriate.

We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of cancellation by us.

The liability of Shoalhaven River Cruise arising from any cancellations of cruise bookings by Shoalhaven River Cruise or a third party tour operator is limited to the amount paid for the cancelled booking

9. AMENDMENTS BY YOU

We will endeavor to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil.

Transferring a group cruise booking to a different cruise date may not be possible and will be deemed a cancellation of the original booking. An amendment fee of \$50 may be levied to cover communication and administration costs for any changes to bookings. You may also be required to pay any additional costs charged by suppliers.

10. AMENDMENTS BY US

Occasionally, we may need to make amendments or modifications to the cruise itinerary and its inclusions, and you acknowledge our right to make these modifications. If we become aware of a significant change to your cruise itinerary or its inclusions prior to the commencement of your cruise (where the cruise can still proceed), then we will notify you within a reasonable time.

You acknowledge our right to substitute vessels of a lesser standard in the unlikely event of a mechanical breakdown or for other unforeseen reasons.

We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of any amendment or change to the cruise itinerary or its inclusions. In addition, you acknowledge that if an event of Force Majeure disrupts your cruise (for example if a flood means that we are unable to visit a particular area), then you will be responsible for the costs incurred for additional accommodation and any other expenses incurred as a result of the disruption.

11. CLIENT NAMES – EXACTLY AS PER PASSPORT / DRIVER'S LICENCE

For safety and security reasons, we require names to be given exactly as stated in your passport or driver's license.

12. UNUSED SERVICES

No refunds will be made for any cruise arrangements not utilised, whether by choice or because of late arrival or early departure, including failure of transport to operate according to schedule, for which we expressly disclaim liability.

13. TRAVEL INSURANCE

It is strongly encouraged that you are adequately insured for the duration of your cruise, including your cruise. We recommend comprehensive travel insurance to cover cancellation, health requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest that insurance be purchased at the time your deposit is paid, as cancellation terms will be strictly enforced from that time.

14. HEALTH REQUIREMENTS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the cruise of your choice. If you suffer from a medical condition which may impact your ability to participate during a cruise, you must advise us at the time you make your booking request and upon boarding the cruise vessel.

Unfortunately, our vessel cannot accommodate wheelchairs. We welcome travelers with other special needs. However, if you require special assistance (such as assistance with walking or climbing stairs), you must travel with a companion capable of providing the required assistance or care. Please note that we do not provide any special assistance other than medical emergencies.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance from our personnel, which we cannot reasonably provide. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

You are obliged to inform us of any special dietary requirements at the time of booking. We will provide, as far as practical, food and drinks requested by you. You accept that other passengers may be consuming food and drinks that may not align with your special dietary requirements.

We will not be liable for any damage, injury, death or loss of any kind arising from your failure to fully disclose relevant medical information.

15. INDEPENDENT SERVICES

We are not responsible for any additional activities or excursions that you arrange which are not included in the cruise itinerary or principally sold by us. Any advice or recommendation made by a guide or local representative does not make us responsible or liable in any way.

16. ACCEPTANCE OF RISK

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of activities such as swimming or visiting national or private parks. By placing a booking, you accept these risks.

17. GENERAL CRUISE PROVISIONS

17.1. Single Traveler

If you are a single traveler, please be aware that other small or large passenger groups will be on board. As a result, you may be required to share tables with other travellers. Please use this opportunity to make potential new friends!

17.2. Authority on the Cruise

When joining a group cruise, you undertake to conduct yourself in a manner conducive to good group dynamics. If you act in a manner that threatens or disrupts the safety or enjoyment of others on the cruise, the vessel Master may, acting reasonably, require that you leave the

cruise. You will not be entitled to any refund and you will be responsible for any additional costs you incur in this event.

17.3. Hygiene

While we may provide hand-sanitizer when you embark on your cruise, you acknowledge that you are responsible for supplying your own hand-sanitizer, and any face-masks mandated to be worn by authorities. Handwash soap will be available in the toilet facilities.

17.4. Dietary Requirements

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

17.5. Luggage

Passengers are advised that luggage will be restricted to one bag each of typical "carry on" size, as used by most Australian airlines. Smaller bags are advised.

18. RESPONSIBILITY

18.1. Services supplied by independent suppliers

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your cruise, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by Shoalhaven River Cruise) and common carriers.

We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

18.2. Services we directly supply

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they carry out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

18.3. General liability limitation

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We disclaim any liability for any additional expenses you incur or any missed connections/services attributable to delays. Australian Consumer Law and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties. To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in short (including negligence) and at law, is

limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

18.4. **Personal effects**

While we strive to ensure a safe and enjoyable experience for all passengers, Shoalhaven River Cruise is not responsible for any personal belongings that may be lost, damaged, or fall overboard during the course of the cruise. This includes, but is not limited to, mobile phones, hats, cameras, sunglasses, and other personal effects.

Passengers are advised to take appropriate care of their belongings at all times and to avoid placing unsecured items near open railings or edges. In the event that such an item is lost overboard, recovery may not be possible due to safety and operational constraints.

By boarding this vessel, you acknowledge and accept that you are solely responsible for your personal possessions throughout the duration of the cruise.

19. COMPLAINTS

In the event of a problem with any aspect of your cruise you must tell us or make our representatives aware of such problems immediately. We will only consider and be responsible for claims made against us where we have had the opportunity to put things right on the ground. If you notify us of a problem during your cruise and we haven't resolved it to your satisfaction, then you must make any claim in writing, within 30 days of the end of your cruise.

20. DEEMED ACCEPTANCE

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorized to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

21. GENERAL

The contract between Grander Boats Pty Ltd (ABN 27 643 582 174) trading as **Shoalhaven River Cruise** and yourself, is governed by the laws of the State of New South Wales. Any disputes shall be dealt with by a court with the appropriate jurisdiction in New South Wales.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible, it will be severed without affecting the remaining provisions.

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