

## REFUND AND CANCELLATION POLICY

Changes and cancellations are only permitted if requested more than 24 hours prior to the time of scheduled departure. Bookings may be transferred up to 24 hours prior to scheduled departure, to another date within the following 12 months. Transferred bookings will incur an additional fee if the fare has increased since the original booking was made.

Changes and cancellations may only be made via the Company's booking office.

The following cancellation fees apply:

- Bookings cancelled up to 48 hours prior to travel forfeit 10% of the fare and a refund for the remainder of the fare may be requested in writing.
- Bookings cancelled the less than 48 hours but more than 24 hours prior to the schedule time of departure forfeit 50% of the fare and a refund for the remainder of the fare may be requested in writing.
- Bookings cancelled on less than 24 hours before scheduled time of departure forfeit 100% of the fare.

If there is no notice of cancellation, then no refund or rebooking is permitted, and the fare will be forfeited.

## CONDITIONS OF CARRIAGE

In these conditions:

- (i) The expression "the Company" means Riverside Marine Townsville Pty Ltd (ACN 010961690) its servants and agents and any person or corporation with whom Riverside Marine Townsville Pty Ltd may have contracted or sub-contracted and it/or its servants or agents including the owner of the vessel specified herein ("the Vessel").
  - (ii) The expression "the Ticket holder" means the person to whom this ticket is issued and/or any person who is carried by virtue of the ticket.
  - (iii) The expression "dangerous goods" includes, but is not limited to, compressed gases (flammable, non-flammable or poisonous such as camping gas, butane, oxygen, propane, aqualung cylinders), corrosives (such as acids, alkalines, wet cell batteries, mercury and apparatus containing mercury), explosives, munitions, fireworks and flares, flammable liquids and solids (such as lighter or heating fuels and articles easily ignited, radioactive materials, oxidizing materials such as bleaching powder and peroxides, poisons (such as arsenic, cyanides, insecticides and weed killers), infectious substances (such as bacteria and virus cultures), other dangerous goods such as magnetised material, offensive or irritating materials or anything likely to cause damage to the Vessel or inconvenience or injury to any person or thing on board it.
  - (iv) Words denoting a singular number include the plural number and vice versa.
  - (v) Words denoting a gender include all genders.
1. All persons travelling on the Vessel must be issued with a ticket for the voyage unless that person is a member of a group travelling in a vehicle and the driver of that vehicle has been issued with a ticket.
  2. The Company is not a common carrier and reserves the right to refuse to carry any Ticket holder, person, luggage, goods and vehicles without assigning any reason.
  3. This ticket is valid only for the Ticket holder named and (where applicable) the vehicle referred to for the voyage for which it is issued. Vehicle weight and size limits as well as maximum numbers of vehicle passengers may apply, and the Company reserves the right to amend a passenger ticket and the price payable accordingly.
  4. A Ticket holder shall declare, at the time of making a booking, if they intend being in possession of dangerous goods when they board the Vessel. No person shall take dangerous goods onto the Vessel without first consulting the Company regarding applicable limits and requirements. The Company, in its sole discretion, reserves the right to refuse the Ticket holder and/or their Vehicle access to the Vessel in the event that they have failed to declare dangerous goods in their possession and/or applicable limits are exceeded, any applicable laws or regulations have been breached or if the dangerous goods pose an unacceptable risk to the Vessel, crew, Company employees, passengers, cargo or the environment.  
The Company, in its sole discretion and at the cost of the Ticket holder, may destroy, dispose of, abandon, or rendered harmless any goods that become dangerous goods whilst on the Vessel.  
The Company does provide a separate dangerous goods service in

the event that the transportation of dangerous goods in excess of the usual limits is required.

5. The Ticket holder shall only consume alcoholic beverages: -
  - (i) which have been purchased from the licensed bar on the Vessel, and
  - (ii) are consumed in the Passenger Lounge.  
The Consumption of non-medically prescribed drugs whilst on the Vessel or within or on the Company's premises is strictly prohibited.
6. The Ticket holder indemnifies and holds the Company harmless from any claims, demands, causes of action or legal proceedings of whatsoever nature or for any loss, damage or expense arising out of a breach by him of clauses 4 or 5.
7. The Ticket holder shall whilst entering in, remaining on or leaving the Vessel:
  - (i) comply with all requirements of the Company;
  - (ii) comply with all requirements of the Master of the Vessel;
  - (iii) report any problems or incidents involving loss or damage to the Master of the Vessel immediately upon becoming aware of such problems or incidents and in any event prior to alighting from the Vessel.
8. If the Ticket holder fails to comply with clause 7(iii), it will be presumed, unless the contrary is proved, that the vehicles and luggage/goods were not damaged on the voyage.
9. To the extent permitted by law, the Company accepts no responsibility whatsoever for the injury or death of any person travelling on the Vessel whether caused by the Company's negligence or otherwise.
10. To the extent permitted by law, the Company will not be responsible for: -
  - (i) any loss or damage caused to goods wrongly described or insufficiently or improperly packed or for leakage or breakage of parcels or packages containing a variety of articles likely by breakage to damage each other or damage other goods or vehicles or for the loss or waste occasioned by leakage of casks or other containers;
  - (ii) any loss or damage to any goods or vehicles by rain, sea water, fire, Act of God, enemies of the Queen, civil commotion or sea risks of any description;
  - (iii) any loss or damage done to articles or vehicles of special value whatever nature or kind.
11. The Company shall use its best efforts to carry the Ticket holder, his/her vehicle and his/her luggage and goods with reasonable dispatch but it shall not be under any liability to the Ticket holder if through any circumstance it is unable to commence or complete the journey specified or if departure/arrival is delayed.
12. These conditions shall be governed by and construed in accordance with the laws of Queensland and the parties to any proceedings arising from the carriage of the Ticket holder and his vehicle, luggage or goods shall submit to the non-exclusive jurisdiction of the Courts of Queensland.
13. The Ticket holder shall be responsible for the carriage of any dogs and/or other animals ("animals") permitted by the Company to accompany him/her on board the Vessel. All animals so permitted shall be securely restrained in the Ticket holder's vehicle or in such a manner that they will not cause any injury or damage to any person, other animals or goods on board the Vessel. The Ticket holder accompanying the animal shall be liable for any injury or damage caused by the animal to any person, vehicle, other animal, luggage and/or goods on board the Vessel and shall be responsible for the clean-up and disposal of any mess caused by their animal whilst on board the Vessel. Animals are not permitted to enter the on-board Kiosk. The Company will not be responsible under any circumstance for the death, injury or loss of any animal brought onto the Vessel.
14. To the extent permitted by law, vehicles parked at the Company's premises are parked at the owner's risk and the Company disclaims any liability for any damage to or loss of such vehicle/s.
15. The Ticket holder agrees to comply with local, state and/or federal government laws or mandates made in response to the Covid 19 pandemic or other public health crisis. The Company reserves the right to refuse passengers access to the Company's premises and/or the Vessel in the event that they fail to comply as aforesaid.