

These "CONDITIONS OF CARRIAGE" shall form part of the contract between the client and BRISBANE PARTY CRUISES. When a voyage/cruise is booked by an agent on behalf of a client, the agent is required to forward these CONDITIONS OF CARRIAGE to the client.

BRISBANE PARTY CRUISES as operator of the Island Princess and any third party agent or operator connecting to or providing agency services are independent of each other.

1. ONLINE RESERVATIONS

BRISBANE PARTY CRUISES does not tentatively hold reservations longer than 24 hours. A charter will ONLY be confirmed upon submission of the online reservation form AND successful payment of a 30% deposit (credit cards usually processed within 24 hours).

Clients who book online must read the CONDITIONS OF CARRIAGE in full, prior to submitting their reservation request. Clients must not submit their reservation request unless they have read and agree to the CONDITIONS OF CARRIAGE, AND selected the "I AGREE" option on the online reservation form.

2. OFFLINE RESERVATIONS

BRISBANE PARTY CRUISES does not tentatively hold reservations longer than 24 hours. A charter will ONLY be confirmed upon completion of the offline/manual reservation form, AND successful payment of a 30% deposit (credit cards usually processed within 24 hours).

Clients who book offline must read the CONDITIONS OF CARRIAGE in full, prior to submitting their reservation request. Clients must not submit their reservation request unless they have read and agree to the CONDITIONS OF CARRIAGE AND submitted a copy of this document (named, signed and dated at the bottom of each page) with their reservation.

3. CANCELLATION AND AMENDMENTS

BRISBANE PARTY CRUISES at its discretion may allow the cancellation or amendment of reservations in the following circumstances.

4. CANCELLATION OF RESERVATION

- Within 14 days of the scheduled departure: forfeiture of 100% of all monies paid, with the exception of pre-paid bar tabs, pre-paid alcohol packages and pre-paid catering.
- Greater than 14 days but within 28 days prior to the scheduled departure: forfeiture of 75% of all monies paid, with the exception of pre-paid bar tabs, pre-paid alcohol packages and pre-paid catering.
- Greater than 28 days but less than 60 days prior to the scheduled departure: forfeiture of 30% deposit.

5. AMENDMENT OF RESERVATION

- Within 14 days of the scheduled departure: Amendments are not available within 14 days and cancellation fees will apply
- Greater than 14 days but within 28 days prior to the scheduled departure: \$440 amendment fee. Cruise can be amended to any available day/date/time. NOTE: If cruise is amended to a higher priced day/date/time (e.g. from shoulder to peak, or from a Tuesday to a Saturday), then the difference in price is also payable by the client.
- Greater than 28 days but less than 60 days prior to the scheduled departure: \$165 amendment fee. Cruise can be amended to any available day/date/time. NOTE: If cruise is amended to a higher priced day/date/time (e.g. from shoulder to peak, or from a Tuesday to a Saturday), then the difference in price is also payable by the client.

By accepting BRISBANE PARTY CRUISES CONDITIONS OF CARRIAGE you agree to cancellation fees being deducted from deposits made or from credit card details provided.

6. PASSENGER NUMBERS

The quoted price is only applicable for the number of passengers you advise us of. Prices increase as passenger numbers rise due to the regulatory requirement for us to provide extra crew for the safety of all on board.

To assist in managing your expectations in this regard, we provide you with a supply of "Boarding Passes" to supply to your guests, based on the number of attendees you advise us will be coming. These boarding passes must be presented at the gangway upon boarding. Should you wish to revise the number of guests attending (and pay any applicable difference in price), you may do so up until 24 hours prior to departure, and additional boarding passes will be produced and available for collection at the wharf 10 minutes prior to general boarding. Guests requiring boarding passes at the wharf should make themselves known to the crew member on the wharf with a clipboard. No refunds are available in the event of reduced numbers or no-shows.

Our vessel may carry a maximum of 77 persons (inc crew) on the Brisbane River and in designated "Smooth Waters". Our vessel will carry a maximum of 60 persons (inc crew) in Moreton Bay and waters designated "Partially Smooth".

7. FOOD AND BEVERAGES

The Island Princess is a licenced venue, and does not permit BYO under any circumstances. Guests may purchase alcoholic drinks on board (subject to Responsible Service of Alcohol provisions). Any alcoholic beverages purchased on-board must not be taken ashore under any circumstances. The on-board bar

will be open during boarding, however will be closed 15 minutes prior to arrival, whilst berthing and during disembarkation. Guests with bar-tabs will be asked to settle their accounts 30 minutes prior to the end of the cruise, and they will be reminded to do so by PA.

The client acknowledges that their bond will be withheld should any invited guest be unable to settle their bar tab, through either lack of funds or the failed processing of a credit/debit card.

Several catering options are available, including finger food, full meals, and platters. A very basic level of catering is provided on each cruise, and is included in the price, however we recommend guests explore our upgradable catering menus to ensure satisfaction. Brisbane Party Cruises does not allow Self Catering or Non-Catered cruises.

8. STAFFING OF VESSEL

Brisbane Party Cruises supplies an appropriate number of crew depending on the number of passengers and the style of service required. All of our deckhands are trained as bar staff/cocktail making and they will work behind the bar during the cruise. As a minimum, the following crewing arrangements are applicable:

- < 20 passengers (1 Captain, 1 Deckhand)
- 20 - <50 passengers (1 Captain, 1 Deckhand, 1 Host/Hostess)
- 50 - 73 passengers (1 Captain, 1 Deckhand, 2 Host/Hostess)

Bar Service will be available on the main deck on all cruises. An additional bar service on the upper deck will only operate when there are a minimum of 50 passengers, or if the client elects to 'heavy crew' the vessel.

Should the client wish to 'heavy crew' the vessel with two additional hosts/hostesses, they may choose this option when completing the online/offline booking form. The client acknowledges that additional crew can not be supplied through an agency or 'self-supplied' due to the requirement that each crew member be trained in emergency procedures aboard the vessel, and have completed the AMSA required 'GPH' training course.

The client acknowledges that the vessel has a maximum legal capacity of 77 persons (including crew) in designated smooth water (Brisbane River), and will only carry a maximum of 60 persons (including crew) in designated partially smooth water (e.g Moreton Bay). This capacity includes children and infants, along with crew, musicians, entertainers, waiters, cooks and kitchen hands.

9. SAFETY COMPLIANCE & MISBEHAVIOUR

Water based activities carry some risk. BRISBANE PARTY CRUISES complies with AMSA safety requirements and regulations.

A safety briefing is given at the start of each charter/tour. When the voyage extends beyond the mouth of the Brisbane River, this briefing will include the demonstration on the use of life jackets.

Except as detailed below in condition 10, BRISBANE PARTY CRUISES will endeavour to take the following steps prior to the premature termination of a cruise:

- a) Crew will speak directly with the passenger/s who are displaying behaviour of concern. Crew will attempt to advise the Captain, and also the Client/Hirer that there has been concerning behaviour. Bar service to the offending passenger/s will be ceased, and they will be advised that should their behaviour continue – they will be offloaded and met by land based Queensland Police at the wharf, or removed from the vessel by Water Police.
- b) Crew will advise the Captain of continued behaviour of concern, and the Captain will summons the Client/Hirer to the bridge/wheelhouse. The Client will be formally advised of the Captains intention to offload the offending passenger/s, OR terminate the cruise – should the behaviour not improve. The Client will be asked to speak to the passenger/s of concern.
- c) The offending passenger/s will be offloaded at the nearest wharf and met by land based Queensland Police at the wharf, or removed from the vessel by Water Police.
- d) Should the concerning behaviour be widespread or of a serious nature, the Captain may advise the crew to close the bar, stop the music, muster all passengers on the main deck, raise the house lights, and prepare to berth at the nearest wharf. The cruise will be terminated, and no refund of any kind for unused hire-time/unused bar-tab/drinks packages will be provided. Additionally, wharf fees may apply, and will be charged to the credit card on file.

10. TERMINATION OF CRUISE

In the event of widespread poor behaviour, any instance of physical violence (however isolated), threats to staff safety, or seriously unsafe behaviour by a passenger/s, the captain may summarily terminate the cruise at the nearest wharf. No refund of any kind for unused hire-time/unused bar-tab/drinks packages will be provided. Additionally, wharf fees may apply, and will be charged to the credit card on file.

11. PROTECTION OF REPUTATION

BRISBANE PARTY CRUISES does not consider our vessel a suitable venue for ANY group or organisation that is considered discriminatory, racist, sexist, misogynistic, inflammatory, or who's activities or beliefs may bring our business into disrepute – and/or - unnecessarily into the public eye.

This includes groups with a political or religious affiliation that may be considered to be intolerant and/or opposed to the basic human rights of equality and fairness. Clients

found to be violating this condition will forfeit ALL funds paid, and the cruise will be cancelled.

12. BOND / CREDIT CARD AUTHORISATION

The Client agrees to provide a valid credit card which will be pre-authorised to the value of \$500 (or a \$500 cash bond, to be held in the onboard safe) on the day of the charter.

The bond will be returned (or pre-authorisation cancelled) upon conclusion of the cruise if the vessel is un-damaged, left in a satisfactory condition, and not subjected to unplanned wharf fees due to guest misbehaviour and/or at the Client request.

13. DAMAGE TO THE VESSEL

The Client agrees to indemnify BRISBANE PARTY CRUISES in respect to any loss or damage to the vessel or its equipment or fittings, howsoever caused by members of the Client's group – fair wear and tear excepted. Clients are reminded that the misuse of on board marine toilets by guests (such as the flushing of sanitary/hygiene products) may result in repair costs exceeding \$2000.00. There are ample signs (pictorial and written) advising against this in the lavatories, and an announcement will be made reminding guests not to flush inorganic matter at the beginning of the cruise during the safety announcement.

14. DECORATIONS, LUGGAGE & POSSESSIONS

BRISBANE PARTY CRUISES does not accept liability for loss of decorations, luggage or other possessions. It is recommended that travellers/guests have their own insurance (including loss of deposits, accidental injury, sickness and delays).

All possessions, decorations, and personal belongings must be removed from the vessel within 15 minutes of the conclusion of the cruise.

Failure to do so will result in the disposal of any items remaining, or (subject to availability) the provision of extra time at a rate of \$165 per 15 minutes or part thereof. Failure to remove all decorations may result in forfeiture of the cleaning bond paid at the commencement of the cruise.

15. SMOKING ON BOARD

Guests will be advised of the appropriate smoking areas at the beginning of the cruise, during the safety announcement. Should guests be found to be smoking in other/non-smoking areas of the vessel, the Client agrees that they may be subject to the forfeiture of their bond, at the discretion of the Captain.

16. DANGEROUS GOODS

The carriage of dangerous goods is strictly prohibited. This includes, but is not limited to the use of any pyrotechnics, candles, sparklers, party poppers, explosives, flammable substances, weapons, or illicit substances.

17. RESPONSIBLE SERVICE OF ALCOHOL

As the licensee, BRISBANE PARTY CRUISES is bound by the QLD Liquor Act and must abide by the guidelines for the responsible service of alcohol. Please note that it is an offence for individuals to carry liquor from the vessel.

In most instances, it is an offence for an adult to supply alcohol to anyone under 18. If you break this law, you could be fined up to \$9424. It is only legal to supply alcohol to a person under 18 if you are a 'responsible adult' for that person, are supervising them responsibly, and are in a private place.

Our vessel is a licenced venue - it is not considered to be a "private place" (even when privately hired) therefore alcohol must not be supplied/given to those under the age of 18. Should a guest exhibit any signs of concerning behaviour, our bar staff may refuse further service of alcohol. Clients are reminded that most non-alcoholic beverages are free whilst on board.

18. PROMOTIONAL PURPOSES

Photographs of passengers and any feedback comments made by passengers may be used by BRISBANE PARTY CRUISES for promotional purposes only.

19. PAYMENTS AND SURCHARGES

The Client agrees to pay (in full) all amounts due no later than 28 days prior to the cruise. Failure to make full payment by this deadline will result in the cancellation of your reservation and forfeiture of the deposit paid.

Our preferred method of payment is CREDIT CARD. We operate a secure facility provided by Live Eftpos, and accept payment by Visa, Mastercard, American Express and Diners Club, along with most debit (EFTPOS) cards. Live Eftpos charges BRISBANE PARTY CRUISES the following processing fees, which we (in accordance with the law) automatically apply/add to all transactions we process:

- Visa / Mastercard	2.20%
- Debit (Eftpos)	2.20%
- American Express	2.20%
- Diners Club	2.20%

20. NAVIGATION AND COURSE

The Client agrees that the course to be undertaken is at the sole discretion of the Captain, and acknowledges that BRISBANE PARTY CRUISES and/or the Captain will make every attempt to accommodate Client requests in relation to this matter.

21. INCLEMENT WEATHER / PORT CLOSURE

BRISBANE PARTY CRUISES vessels are designed to safely operate in waters designated as "Smooth" or "Partially Smooth". This area includes Moreton Bay and the Brisbane River.

BRISBANE PARTY CRUISES reserves the right to postpone or reschedule a cruise departure time due to

extreme/severe weather. These circumstances are very rare.

BRISBANE PARTY CRUISES does not consider heavy rain, localised roadway flooding or most thunderstorms as severe weather. In extreme events, Maritime Safety Queensland may elect to close the Port of Brisbane. BRISBANE PARTY CRUISES will not operate during any period of port closure.

22. ENTERTAINERS

Where external entertainers are to be in attendance on board, they must present themselves to the Captain upon boarding and undergo the 'ancillary staff and entertainers induction'. This procedure takes approximately 5 minutes and must occur prior to general boarding.

Entertainers are to be advised that the use of candles, wax or glitter during their performance is strictly prohibited, and the Client agrees to be liable for any damage/mess made by entertainers they engage externally.

Should entertainers require time to set up prior to the scheduled departure time, this must be arranged with the Captain by calling the vessel phone 24 hours prior to departure (1800 466 622, and select option 3).

23. ACTIVITY WAIVERS AND RELEASES

The Client acknowledges that should their itinerary include activities outside of the vessel (e.g snorkelling), that all participating guests will be required to read and sign an activity waiver/release indemnifying BRISBANE PARTY CRUISES, and acknowledging their fitness is of a suitable standard to participate.

24. LIABILITY OF BRISBANE PARTY CRUISES

The warranty to the Client shall only be the warranty of BRISBANE PARTY CRUISES to provide charter/tour services under these CONDITIONS OF CARRIAGE. Where BRISBANE PARTY CRUISES accepts liability for not providing the services contracted under its warranty and elects to replace charter/tour services it shall replace the services but where this can not be done, will refund the purchase price in full to the agent or Client.

BRISBANE PARTY CRUISES shall not be liable for any breach or failure to perform any of its obligations under these CONDITIONS OF CARRIAGE where such breach or failure is caused by war, civil commotion, hostilities, strike or lock out, act of God, fire, governmental regulations or directions, mechanical breakdowns or any other cause force majeure beyond the reasonable control of BRISBANE PARTY CRUISES. The occurrence of such an event shall not give the Client a right of cancellation of the contract.

BRISBANE PARTY CRUISES reserves the right to substitute any other vessel other than the one designated for the cruise (including a vessel not owned by the company) provided that the vessel is of a similar type and

includes similar facilities to the vessel named in the cruise.

To the extent permitted by law, BRISBANE PARTY CRUISES, its related entities, employees and agents shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with the cruise. The Client releases BRISBANE PARTY CRUISES for any claim whatsoever and howsoever incurred including but not limited to a claim for death, bodily injury, damage or loss of property during embarkation and/or disembarkation to or from the vessel and/or at all times whilst on board the vessel itself, unless caused by the wilful misconduct or reckless disregard of the company.

In the event of breach of any of these terms by BRISBANE PARTY CRUISES, or a failure in whole or in part to provide any service that the company contracted to provide (either expressly or by implication), the remedy for any such breach of any term shall be limited only to the contractual value of the performance of service or obligation that was not performed by the Company, or alternatively part value of the service where there was partial performance of the service or obligation by the Company. Any liability shall be assessed by the Company's own value of the service and/or obligation or part thereof that is the subject of any claim.