

## Terms and Conditions

### 1. General Information

By using the Aria Cruises (**we, us, our**) website and services, you agree to be bound by, and abide by, these Terms and Conditions. We may change these Terms and Conditions at our discretion and without notice. By continuing to use our website and services, you accept the Terms and Conditions as they apply from time to time.

### 2. Definitions

2.1. In these Terms and Conditions:

**"Adult"** means a person over the age of 18.

**"Aria Cruises"** means Aria Cruises Pty Ltd ABN 99 604 781 035.

**"Cruise Date"** means the date of your reservation.

**"Ticket"** means individual bookings on a public charter.

**"Charter"** means private boat bookings.

**"Passenger"** means you and any of your guests.

**"Public Holiday"** means a recognised public holiday or bank holiday in Queensland.

**"Vessel"** means Dream On, Aria or any other commercial vessel used by Aria Cruises.

### 3. Ticket bookings

3.1. Full payment must be received at the time you make your booking. Valid credit card details may be required to secure your booking.

3.2. Aria Cruises reserves the right to provide either Aria or Dream On as the Vessel that performs a particular service. Your flexibility is required for booking availability, and to allow time for us to maintain our Vessels.

3.3. A 24-hour cooling off period will begin once a booking request has been accepted and a payment has been made. After 24 hours the cancellation policy applies.

3.4. If you wish to cancel or reschedule your booking, you must notify Aria Cruises at least 72 hours prior to the Cruise Date otherwise the ticket price is forfeited.

3.5. Bookings can only be cancelled at least 72 hours prior to the Cruise Date, and Aria Cruises reserves the right withhold 10% of the booking paid to recoup its incurred administrative costs.

3.6. Aria Cruises reserves the right to refuse or cancel your booking if incorrect information has been provided.

3.7. Aria Cruises reserves the right to change the itinerary and time of your booking due to weather conditions or for any other reason.

3.8. Children's ticket prices apply to ages 0-12 only.

3.9. Aria Cruises gift vouchers are valid for 12 months and Aria Cruises may refuse to honour expired vouchers.

3.10. Fees and charges displayed on the website are subject to change at any time.

3.11. The availability of products and services are subject to change from time to time.

3.12. Aria Cruises reserves the right to reschedule a cruise should it receive less than 12 passengers for any particular Cruise Date.

3.13. Public Holidays may incur a twenty-five (25%) percent surcharge.

### 4. Charter bookings

4.1. Bookings are subject to availability and quotes are valid for 7 days from the date that the quote was provided.

4.2. Aria Cruises does not reserve Cruise Dates unless a payment has been made.

4.3. Bookings can only be cancelled or rescheduled at least 14 days prior to the Cruise Date, and Aria Cruises reserves the right withhold 10% of the booking paid to recoup its incurred administrative costs.

4.4. All bookings for group events and special occasions must be a Charter booking.

4.5. To reserve the entire Vessel, you will be required make a deposit of 25% of the full payment over the phone or to a bank account nominated by Aria Cruises at the time of booking.

4.6. The balance must be paid in full at least 13 days prior to the Cruise Date.

4.7. Cancellations within 13 days of the Cruise Date receive no refund of any payment made to Aria Cruises and the booking shall be forfeited.

4.8. Aria Cruises will use all reasonable endeavours to re-book the dates with a replacement booking, and only if your booking is replaced, will Aria Cruises consider offering a partial refund, less its administrative fees.

### 5. Cancellations by Aria Cruises

5.1. Aria Cruises and its representatives reserve the right to cancel a reservation at any time, and will provide as much notice to you as possible.

5.2. Aria Cruises shall not be responsible for any compensation for travel time, loss of earnings, or accommodation costs as a result of cancellation or re-booking.

5.3. Aria Cruises reserves the right to offer an alternative service to the same or greater value as a replacement, credit your payment, or refund your payment where the ticket was purchased at recommended retail price.

5.4. Discounted reservations are non-refundable but may be credited toward an alternative service.

5.5. A 6-month time limit applies to rebook a discounted reservation, and block out dates apply during the Christmas, New Year and Easter holiday period.

### 6. No-Shows and Late Terminations

6.1. If you do not show up for your reservation or if you terminate your reservation after you have checked in

you will be required to pay Aria Cruises the full amount of your reservation.

## 7. Refunds

- 7.1. Discounted vouchers, gift cards and Bartercard reservations are non-refundable.
- 7.2. Any refunds processed will be credited back to the bank account from which the money came from or onto the card that was used to make the reservation.
- 7.3. If the booking was made through a booking agent or event organiser, the credit or refund will be arranged with that third party.

## 8. Unaccompanied Minors

- 8.1. All passengers under the age of 18 must be supervised and accompanied by a responsible Adult such as a parent, step-parent, teacher, caregiver, guardian or an Adult who has parental rights and responsibilities for the minor passenger.
- 8.2. If a passenger is found to be a person under the age of 18 and is not accompanied by a responsible Adult, Aria Cruises may immediately cancel the reservation and the full ticket price is forfeited.

## 9. Your Obligations and Responsibilities

- 9.1. By making a reservation you agree that you and any of your guests will:
  - (a) listen and abide by the safety briefings provided by Aria Cruises and its representatives;
  - (b) obey any and all instructions given by Aria Cruises and its representatives;
  - (c) be respectful to other passengers and Aria Cruises and its representatives during your reservation;
  - (d) board and exit the Vessel under the sole instruction of Aria Cruises and its representatives;
  - (e) wear suitable footwear on the Vessel or remove footwear before boarding; and
  - (f) complete any forms required accurately at the request of the crew.
- 9.2. For the purposes of sub-clause 9.1(e), suitable footwear does not include any shoes that have high-heels or black soles and boots and some Vessels may have a no shoes onboard policy.
- 9.3. Decoration materials (except balloons) are permitted on Charter bookings unless they cause a safety hazard, environmental concerns, damage the Vessel or create excess mess.

## 10. Prohibitions

- 10.1. Adult entertainment and nudity is not permitted.
- 10.2. Smoking and illegal substances are strictly prohibited on the Vessel.

- 10.3. Any passenger found to be in possession of illegal substances or is found to be smoking on the Vessel will be reported to the relevant authorities and the reservation cancelled immediately.

## 11. Risk

- 11.1. You agree that you use and occupy the Vessel at your own risk.
- 11.2. All recreational activities undertaken by you while on the Vessel will be at your own risk and you agree to release Aria Cruises from any liability in relation to such activities.
- 11.3. Aria Cruises reserves the right to require passengers to sign an assumption of risk form and may refuse to provide you service should you fail to sign an assumption of risk form.

## 12. Marketing and Advertising

- 12.1. Aria Cruises reserves the right to photograph and video your charter service and to use that material for marketing and advertising purposes, including social media.
- 12.2. You must inform representatives from Aria Cruises if you do not wish to be photographed or videoed during your charter service in writing prior to the Cruise Date and then again inform the crew in person during boarding prior to departure.
- 12.3. By sharing any posts on social media whereby you have tagged Aria Cruises, you consent to Aria Cruises reposting those posts and using the content for marketing purposes.

## 13. Food and Beverage Disclaimer

- 13.1. All food provided by Aria Cruises is prepared in an area containing gluten, nuts, meats and seafood, and may contain traces of these foods.
- 13.2. You must advise Aria Cruises if you have any food allergies.
- 13.3. You are welcome to bring additional food onto the Vessel however no cooking or refrigeration facilities will be available on the Vessel for your use.
- 13.4. Menu items and quantity may vary according to the season, demand and availability.
- 13.5. Your complimentary beverages shall only be provided to you during lunch or at the sole discretion of Aria Cruises and its representatives.
- 13.6. Alcohol is only to be consumed by persons who are eighteen (18) years of age and older.
- 13.7. BYO of drinks is strictly prohibited on licenced Vessels.
- 13.8. *Responsible Service of Alcohol* guidelines will be adhered to by Aria Cruises and its representatives at all times.

## 14. Disclaimers

- 14.1. Aria Cruises has used reasonable efforts in collecting, preparing and providing quality information and

material, but does not warrant or guarantee the accuracy, completeness, adequacy or currency of the information contained in or linked to on its website, sub-sites and online brochures, or content published by third parties.

- 14.2. Aria Cruises does not warrant or guarantee that your reservation will commence or complete at the specified time on your reservation due to factors beyond the control of Aria Cruises.
- 14.3. Aria Cruises does not warrant or guarantee the sighting of marine life.
- 14.4. Sails on the Vessel shall be put up at Aria Cruises and its representatives' sole discretion and does not guarantee or warrant that the sails on the Vessels will be up at any time during your reservation.
- 14.5. Aria Cruises does not warrant or guarantee the catching of fish and adheres to the *Fisheries Act 1994* (Qld) and related legislation and regulations.
- 14.6. Aria Cruises reserves the right to charge you should any damage occur to the Vessel.
- 14.7. Aria Cruises does not guarantee any email, text, or voice transmission sent by Aria Cruises to you are secure and error-free. Aria Cruises does not accept any liability for any errors that are contained within such correspondences.

## 15. Limitation on Liability

- 15.1. To the fullest extent permitted by law, Aria Cruises shall not be liable to you for any indirect, incidental, special, consequential or punitive damages, including death, damage or loss, arising out of or in relation to your use and occupancy on the Vessel, unless directly caused by the negligence of Aria Cruises or its representatives.
- 15.2. Aria Cruises shall not be liable for any items owned by you that are lost, stolen or damaged during your reservation.
- 15.3. Aria Cruises shall hold onto any lost item for 1 week after being found and if you fail to come forward to identify and collect the item, it shall be deemed abandoned and the property of Aria Cruises who may deal with the item in its sole discretion.
- 15.4. Aria Cruises does not accept any responsibility for where you park your vehicle.

## 16. Use of Information

- 16.1. You consent and authorise Aria Cruises to collect, use and disclose your personal information for the purposes of administering your reservation and providing you with the services associated with your reservation.
- 16.2. Aria Cruises will store your personally identifying information and bank card details in a secure manner, protected by password or code, and only in Australia. If the booking is processed by "Fareharbor" or "Apple" then Aria Cruises advises you to read their privacy policies.

- 16.3. Your bank card information will only be used for the purpose of processing your transaction, and until your service has been provided, before being immediately deleted or destroyed.
- 16.4. Upon written request by you and to the extent permitted by law, Aria Cruises shall provide you with access to and/or the ability to correct your personal information however only the person who made the reservation will be entitled to this access and/or correct personal information pertaining to that reservation at Aria Cruises discretion.
- 16.5. Any views or opinions expressed by staff or agents of Aria Cruises do not necessarily represent those of Aria Cruises.
- 16.6. You must notify Aria Cruises if you have received any private information of another individual or corporation in error and you agree to delete such information immediately.
- 16.7. Aria Cruises directs you to its website to view the Privacy Policy at [www.ariacruises.com](http://www.ariacruises.com).

## 17. Complaints

- 17.1. If you have any issues, problems or concerns regarding your reservation, please contact Aria Cruises as soon as possible by email at [info@ariacruises.com](mailto:info@ariacruises.com) or by speaking to Robert and Louise on 0487 441 618.