



## **ULTIMATE TRAVEL GROUP PTY LTD – TERMS & CONDITIONS - AUSTRALIA**

### **High Importance**

Please read the following terms and conditions carefully, as they incorporate the basis upon which bookings are accepted by the Ultimate Travel Group Pty Ltd (the Company) trading as Ultimate Cruising.

### **General**

1. In this document the terms "Ultimate Cruising" includes Ultimate Travel Group Pty Ltd ABN 24 003 926 369" and any "associated entities" and the expressions "Client" includes a person (and others included with that person) seeking Ultimate Cruising's services or booking with Ultimate Cruising.
2. Clients must not make any booking unless they are 18 years of age or older and understand and agree with the following terms and conditions.
3. If the Client makes a booking for any other person(s), then Ultimate Cruising will rely on the Client's authority to bind those person(s) to these terms and conditions, and the Client will be deemed to have accepted these terms and conditions on behalf of all persons under the booking.
4. If the Client does not understand any aspect of these terms and conditions, it should seek advice from an appropriately qualified person.
5. When the Client first makes a payment towards its cruise holiday, it represents that it has the authority from all passengers on its booking(s), to accept Ultimate Cruising's terms and conditions on their behalf. Parents/Legal Guardians accept the terms and conditions on behalf of their children, including those who travel separately. Once Ultimate Cruising has received a payment on a booking, an agreement on these terms and conditions becomes effective between all passengers on the booking(s) and Ultimate Cruising.
6. Certain laws such as the Competition and Consumer Act 2010 (Cth) and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for the Client's protection. They are designed to ensure the services of Ultimate Cruising are provided with due care and skill and are reasonably fit for a cruise holiday. Many consumer laws cannot legally be excluded or limited. These terms and conditions do not alter any protection given by such consumer laws.

## **Passports & Visas**

7. All international travellers must have a valid passport and obtain any other required or appropriate documentation to visit each of the destinations on the Client's selected itinerary. Passports, visas and any other travel documentation are the Client's responsibility. Some countries require that the passport have validity of six (6) months from the date of return and/or is in a machine-readable form.

8. The Client is responsible for all passport, visa, health, immigration, quarantine and customs laws, regulations or other requirements of the countries it intends to visit or transit.

9. Without the necessary passport, visas and/or vaccinations, local authorities may deny the Client boarding, prevent it from going ashore, issue a fine or deny the ship entry into the port. It is also the Client's responsibility to ensure it has all the necessary documentation which permits it to travel. If the Client does not have all the necessary documentation, it may be denied boarding and no refunds will be given.

10. For international cruises (cruises that visit a foreign port), passports are required for all guests and must be valid for a minimum of six (6) months beyond the date of the cruise return. In addition, travel on international cruises will not revalidate an Australian or New Zealand re-entry visa.

11. For domestic cruises (cruises that do not visit a foreign port), a valid passport or government issued photo identification is required.

12. The Australian Department of Foreign Affairs and Trade issues official travel & health advice. Ultimate Cruising suggests that Clients call them on 1300 555 135 (Australia) or visit [www.dfat.gov.au](http://www.dfat.gov.au) for up to date information.

13. Ultimate Cruising also recommends Clients register travel plans through [smartraveller.gov.au](http://smartraveller.gov.au) site.

## **Products and Services**

14. Ultimate Cruising acts as an agent for the products of various principal suppliers. Ultimate Cruising is not the supplier of said product. As an agent Ultimate Cruising derives income from both commission payments and service fees. Bookings of all products and services Ultimate Cruising arranges are provided by suppliers Ultimate Cruising believes to be reputable. The products and services, including all itineraries and coupons issued to the Client, are provided subject to Ultimate Cruising's suppliers' terms, conditions and limitations (some of which may exclude or limit liability in respect of death, injury, delay, loss or damage to persons and/or effects). In addition to these Ultimate Cruising conditions, the Client should carefully read all terms, conditions and limitations of Ultimate Cruising's suppliers as relevant to their package and if it is unsure, seek appropriate advice.

15. Ultimate Cruising accepts no responsibility for its suppliers' terms, conditions and limitations nor does it make or give any warranty or representation as to their standard, quality or fitness for any particular purpose. Any legal recourse the Client may have in respect of those products or services is against those suppliers and not against Ultimate Cruising. The suppliers are solely responsible for the information and service offered and their conditions will apply. Any arrangements made with other suppliers by or for the Client are the Client's responsibility and entirely at the Client's own risk.

16. After the Client's travel has commenced, Ultimate Cruising will not refund any unused components of the holiday package; which is not limited to but includes meals, transfers, accommodation and tours.

### **No Guarantee of Itineraries**

17. Many factors may affect Ultimate Cruising and its suppliers' ability to provide any particular itinerary. These include weather, mechanical difficulties, civil unrest or other unforeseen circumstances. Ultimate Cruising agrees to use reasonable endeavours to provide the Client's travel in accordance with Ultimate Cruising's published schedules and itineraries. However, Ultimate Cruising does not guarantee itineraries and they do not form part of the Client's contract with Ultimate Cruising.

18. Since the Client's itinerary is not guaranteed, the Client should not make any important arrangements or meetings based on their proposed itinerary.

19. Where Ultimate Cruising makes a significant change to the ports in the Client's cruise travel itinerary prior to departure and this is due to a circumstance within Ultimate Cruising's control, for example for operational or commercial requirements, the Client will have the choice of:

a) the new itinerary; or

b) an alternative cruise of comparable standard, if available.

The Client acknowledges that there is no guarantee that any other products or services booked with Ultimate Cruising's suppliers (such as airfares or pre or post-cruise accommodation), in conjunction with cruise travel, will be refundable. The Client should carefully read and understand all terms and conditions of any of Ultimate Cruising's suppliers before booking, in accordance with clause 14 above.

For the purposes of this clause, 'significant change' means a change to the departure or disembarkation destination.

### **Travel Insurance**

20. Ultimate Cruising strongly recommends that the Client take out adequate travel insurance to cover the Client during its travel, as most of Ultimate Cruising's suppliers require that the Client has travel insurance. If the Client does not purchase travel insurance, there is a risk that a supplier may refuse the Client's boarding and will not be offered a

refund by the supplier. If the Client does not purchase travel insurance, there is a high risk that it will not be able to recover cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

21. Any travel insurance should cover the Client for such things as (but not limited to) forfeiture of payment, loss of deposits, cancellation charges, medical and repatriation expenses, personal injury and death, loss of personal baggage and money, and personal liability insurance.

22. The Client agrees not to hold Ultimate Cruising responsible for any decision of insurers and/or any supplier.

23. Ultimate Cruising is an authorised representative of Aussietravelcover Pty Ltd ("Aussietravelcover") (ABN 32 002 517 740) and receive financial and non-financial benefits when the Client buys travel insurance products through Ultimate Cruising. Ultimate Cruising is authorised to provide the Client with general advice about, and arrange, travel insurance products on behalf of the insurer Aussietravelcover.

24. The Client must read the Combined Financial Services Guide/Product Disclosure Statement before it decides to buy the travel insurance product it is considering purchasing to ensure it meets the Client's needs and financial situation. The combined FSG/PDS also contains information about the conditions, limits and exclusions that apply to the insurance, the 15 working day cooling off period, and how the Client can access Aussietravelcover's Privacy Policy and complaints handling procedures.

25. If the Client purchases travel and declines travel insurance, it may be required to sign a disclaimer.

### **Health and Fitness**

26. The Client should ensure that it is aware of any health requirements for any destination country and carry all necessary vaccination documentation. Some countries may deny entry if the Client does not have adequate vaccination documentation available. Where relevant, Ultimate Cruising recommends that the Client consult a specialist vaccination clinic prior to travel.

27. Ultimate Cruising cares about the health and safety of its guests. If the Client or anyone from the Client's travelling party has a physical disability or medical condition which may require special assistance during the voyage, the Client should advise Ultimate Cruising at the time of booking; failure to do so may release Ultimate Cruising from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. To better assist the Client, if the Client has a medical condition that requires medical attention, medication, or special treatment, Ultimate Cruising may ask the Client to complete a health questionnaire.

28. When making a booking with Ultimate Cruising, the Client warrants that they (and those travelling with them) are physically fit to travel at the time of embarkation. If a guest has a condition that Ultimate Cruising decides may seriously affect the enjoyment, health or

safety of themselves or any other person onboard, Ultimate Cruising can, at its sole discretion, refuse or cancel a booking, where necessary.

29. Guests that need assistance should always be accompanied by a carer to help with day to day activities as crew and medical staff are unable to act as personal carers.

30. Ultimate Cruising, and any of its suppliers, at its sole discretion, reserve the right to require that any guest, who is not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency.

31. In addition to the limitations on medical care described above, prenatal and early infant care may require specialised diagnostic facilities and/or treatment that are not obtainable during the Client's cruise onboard the ship and/or ashore in ports of call. Ultimate Cruising does not accept any guests who will enter the 24th week of estimated foetal gestational age at any time during the cruise. All other guests who are pregnant during their cruise are required to provide a letter from their doctor advising that they are fit for the type of cruise they are embarking upon.

### **Prices**

32. Prices quoted are subject to availability and change. All prices are correct at the time of publication and are quoted in Australian dollars, unless otherwise noted. In particular, the price advertised and quoted may change at any time up until departure (including after the Client has paid in full). The price may also change due to currency fluctuations and Ultimate Cruising may advise the Client of the new price in its sole discretion.

### **Taxes and Charges**

33. Government taxes and charges imposed by suppliers or third parties (including ticketing fees; airline fuel surcharges and currency fluctuations) are payable by the Client; subject to change; and may increase the price of the Client's booking.

34. Ultimate Cruising reserves the right to change the amount the Client must pay by including the additional charges (together with service fee and GST) at any time prior to and including the date of departure, even if the Client has paid in full.

35. Ultimate Cruising will notify the Client of any such price changes in respect of which Ultimate Cruising have received a payment. Upon notification, if the Client wishes to alter its travel arrangements or cancel them, the moneys already paid, less any supplier charges levied, will be refunded.

### **Deposits & Final Payments**

36. A deposit of 33% of the cruise cost is required within five (5) days of confirmation, with the final balance for the cruise and any other arrangements made on the Client's behalf due no later than 120 days prior to departure. Bookings made within 120 days of departure, full payment must be made within five (5) days of the confirmation. If for any reason the final payment is not received by the due date, then the booking will be cancelled.

37. In some cases air fares, land arrangements or the cruise must be paid in a different time frame to that outlined in Clause 36 above. These imposed requirements take precedence and must be complied with in order to make the Client's travel arrangements. Any variation or additional requirements will be advised to the Client at the time of booking.

### **Credit Cards**

38. Ultimate Cruising accepts credit card payments through its service provider "TravelPay". The merchant fees charged are set and collected by TravelPay and are not refundable.

39. The use of MasterCard, Visa, American Express or Diners for any payment attracts a fee, which may change from time to time. Ultimate Cruising will advise the Client of the current credit card service fee at the time of payment. No other credit cards are accepted.

40. Ultimate Cruising recommends paying by direct credit or by cheque to avoid paying these fees.

### **Acceptance of Late Bookings and Amendment Fees**

41. If Ultimate Cruising accepts a late booking (within 45 days of departure and only if approved by Ultimate Cruising's supplier or cruise operator), then a late fee of \$55.00 per passenger applies.

42. Where a booking is altered or amended after the deposit has been paid, or documents are changed after having been issued, a fee of \$55 per amendment per passenger will be charged; plus any additional fees levied by airlines, tour operators, accommodation providers or cruise lines.

### **Cancellation Fees**

43. The following cancellation fees will apply:

a) If the Client cancels their booking once it has been confirmed but before full payment, the Client must pay \$400 per passenger (except for Ponant bookings where 100% of the deposit is forfeited), plus any cancellation fees imposed on Ultimate Cruising by the suppliers, including but not limited to non-refundable cruise deposits and pre-paid airfares. Please note that Ultimate Cruising does not hold the funds – which are passed on to suppliers – and there may be some delay with any refunds from those suppliers .

b) If the Client cancels their booking between 120 and 90 days of the departure date, the Client will incur a cancellation fee of 33% of the total package price (except for Ponant bookings where 100% of the package price is forfeited).

c) If the Client cancels within 90 days of the departure date, the Client will incur a cancellation fee of 100% of the total package price.

44. If an airline or land or cruise operator has a more-strict cancellation policy than that outlined above, then additional cancellation fees will apply.

45. In some circumstances, a single name change may be allowed – subject to approval by the cruise company and airlines. One original guest from the booking must always remain. If all original guests cancel / are replaced, the booking will be subject to applicable cancellation fees set out in accordance with these terms. If a cancelling guest was the only person that qualified the booking for a promotional fare (e.g. past guest fare), additional and remaining guests will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining guests will need to pay the difference in cost, if any.

### **GST**

46. GST may be payable on Ultimate Cruising's fees, Australian domestic air fares and/or land arrangements. International holidays do not attract GST.

### **Special Requirements**

47. The Client or their agent should advise Ultimate Cruising of any special requirements and/or travel arrangements at the time of booking.

48. The Client should supply its frequent flyer details for inclusion at the time of booking.

### **Travel Documents**

49. Tickets, vouchers or any other document (including electronic forms) are subject to certain conditions which may include, without limitation:

- a) being non-refundable;
- b) being non-transferrable;
- c) being unable to change the date;
- d) being subject to cancellation.

### **Schedule Changes**

50. Ultimate Cruising recommends confirming all departure times twenty-four (24) hours prior to scheduled departure. Cruise companies and airlines may change their schedules at anytime.

### **Claims**

51. To be valid, any claim by the Client upon Ultimate Cruising must be lodged in writing with Ultimate Cruising within seven (7) days after the date of the Client's return to mainland Australia.

## **Limitations to Ultimate Cruising's Liability**

52. Unless Ultimate Cruising is negligent, it is not liable for any diversion, cancellations, variations, postponements or any other act, omission or default (negligent or otherwise) of any supplier or third party.

53. Ultimate Cruising is not liable for any loss or damage to baggage or property, injury, illness or death or any other loss whatsoever from the act, error omission negligence or default of any person not Ultimate Cruising's direct employee or under its exclusive control.

54. To the extent permitted by law, neither Ultimate Cruising nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom Ultimate Cruising has no direct control, force majeure or any other event which is beyond its control or which is not preventable by reasonable diligence on its part. Ultimate Cruising's liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where Ultimate Cruising's liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of Ultimate Cruising under applicable law (including the Australian Consumer Law). This liability clause is subject to the Client's rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights the Client may have under the Competition and Consumer Act 2010 (Cth).

55. Save for liability for significant personal injury caused by Reckless Conduct (as that term is defined in the Competition and Consumer Act 2010 (Cth)) by Ultimate Cruising or its servants or agents, Ultimate Cruising excludes liability for all Excluded Recreational Liabilities (as that term is defined in the Competition and Consumer Act 2010 (Cth)) arising out of the supply of Recreational Services (as that term is defined in the Competition and Consumer Act 2010 (Cth)).

## **Maximum Liability**

56. To the extent permitted by law Ultimate Cruising's aggregate liability to the Client is limited to the following, the choice of which is at Ultimate Cruising's sole discretion:

- a) the supply of the services again; or
- b) the payment of the cost of having the services supplied again.



## **Disclaimer**

57. Whilst every effort has been made to ensure the accuracy of information displayed on Ultimate Cruising's website, in promotional material or advertisements, Ultimate Cruising does not accept responsibility for errors, changes, omissions or for property descriptions which have been supplied by suppliers and/or third parties.

## **Privacy Policy**

58. Ultimate Cruising is committed to protecting the Clients personal information and agree to handle their personal information in accordance with our Privacy Policy, which is available online at [www.ultimatecruising.com.au](http://www.ultimatecruising.com.au)

## **Governing Law**

59. These terms and conditions constitute the whole agreement between Ultimate Cruising and the Client in respect of the services to be provided and is governed by the laws of New South Wales, Australia.

60. The Client irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia and waives any right that it may have to object to an action being brought in those courts.

## **Ultimate Travel Group Pty Ltd**

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\*Effective 12 August 2022 until further notice.