



PASSENGER CRUISE AGREEMENT



Please complete this form for each passenger (only one form is required if residing at the same address) and return it directly to your Travel Agent within three (3) Days. Please retain a copy for your own records.

TO BE COMPLETED BY PASSENGER/AGENT **BOOKING REFERENCE NUMBER** _____

PASSENGER 1 NAME (MR/MS/MRS) _____ **BIRTHDAY** DAY ____ MONTH ____ YEAR ____

PREFERRED NAME _____

PASSENGER 2 NAME (MR/MS/MRS) _____ **BIRTHDAY** DAY ____ MONTH ____ YEAR ____

PREFERRED NAME _____

MOBILITY / INSURANCE PS Emmylou has stairs only to the Upper Deck. Please ensure you have adequate travel insurance.

ADDRESS _____

_____ **POSTCODE** _____ **COUNTRY** _____

PHONE NUMBER HOME _____ MOBILE _____

EMAIL ADDRESS _____

PAST PASSENGER YES _____ NO _____ **SKIPPER'S CLUB MEMBER NUMBER** _____

EMERGENCY CONTACT NAME _____ TELEPHONE _____

CRUISE TYPE 1N Experience _____ 3N Discovery _____ 4N Explorer _____ 6N All the Rivers Run _____

Mitchelton Package _____ Balgownie Package _____ Talo Retreat Package _____ Private Charter _____

DEPARTURE DATE _____ / _____ / _____

CABIN TYPE Emmylou Suite _____ Upper Deck Queen _____ Upper Deck Double _____ Upper Deck Twin _____ Main Deck Queen _____

OF PASSENGERS IN CABIN _____

SPECIAL REQUESTS (Dietary/Disability/Birthday/Anniversary etc) _____

OPTIONAL EXTRAS Car Parking Yes _____ No _____ (Note: secure undercover parking is \$20 per day at owner's risk)

V-Line Train Transfer from Melbourne Yes _____ No _____ Return Yes _____ No _____ Full or Concession Fare (circle)

Melbourne Pre Stay Hotel & Return Transfer Yes _____ No _____ Melbourne Return Transfer Only Yes _____ No _____

Echuca Pre Stay Hotel Yes _____ No _____

FINAL PAYMENT Final payment of fare must be received by Murray River Paddlesteamers 100 days prior to departure date or reservation will be cancelled, and \$450 fee charged per booking. I have read, understood, and agree to comply with all the Terms & Conditions presented and agree to be bound by them.

PASSENGER NAME _____

PASSENGER SIGNATURE _____ **DATE** _____

PLEASE NOTE: ALL PRICING IS IN AUSTRALIAN DOLLARS

FRANCIS TRAVEL MARKETING 09 444 2298 | 0800 422 784 | reservations@francistravelmarketing.co.nz

TERMS & CONDITIONS

General

The transportation of guests and baggage aboard the vessel/s is governed by these Terms and Conditions. Please carefully read the terms of this cruise agreement. Your payment of deposit or full fare constitutes agreement to these terms and conditions which includes limitations and exonerations of the liabilities and obligations of Carrier. You should read and understand these terms and conditions carefully before making a deposit. The vessel is operated by Australian Paddlesteamers Pty Ltd, trading as Murray River Paddlesteamers (MRPS) and is regularly inspected by the Australian Maritime Safety Authority, AMSA.

Definitions

The terms "you" and "Guests" refer to any and all person(s) named on the front of the Confirmation and include all children or others under the care or control of the named person(s). The term "Carrier" includes Murray River Paddlesteamers, its parent and affiliated entities the vessels, the owners, charterers, operators, agents, and masters and crews thereof, any substituted or connecting ship, the owners, charterers and operators and all launches belonging to any such boat or owned or operated by the owners, charterers or operators. The term "are" includes voyage and shore excursions purchased from Carrier. Fares are in Australian Dollars, are per guest, are based on double occupancy, and do not include air or land transport. Single Occupancy Fares carry a 50% surcharge. Port charges are included in the fare. All fares, itineraries, themes, entertainment, shore excursions and other voyage attributes are subject to change without notice and we reserve the right to not honour any published prices that we determine were erroneous due to printing, electronic or clerical error.

Deposit and Final Payment

For confirmation of individual bookings, a deposit of 30% of the full fare per person is due within three (3) days. The balance of the voyage fare is due one hundred days (100) prior to departure date, and all reservations not fully paid at such time will be cancelled and subject the cancellation provisions set forth in the cancellation policy below. MRPS accepts the following forms of payment: MasterCard, Visa & Bank Transfer. A credit card surcharge between 1.20% - 1.70% maybe incurred for credit card payments depending on the credit card used. Bookings made one hundred (100) days or less prior to the departure date require payment in full at the time of booking.

Cancellation and Change Policy

Guests who must cancel or change the date of their voyage or any part of their package for any reason, including medical or family reasons, are subject to the fees as outlined below. All fares are based on double occupancy; on reservations in which one guest cancels, the remaining guest is responsible for paying any and all single supplements. MRPS reserves the right to cancel all reservations for which final payment is not received one hundred (100) days prior to the departure date. For cancellations made greater than 60 days from departure, transfer to another similar cruise is allowed within 12 months of booking date. Any price difference must be paid plus the Booking Fee of A\$450.

Days Prior to Departure

Up to 100 days A\$450 Fee Per Booking

99-61 days Loss of deposit

60-31 days 50% of gross fare

30-0 days 100% of gross fare

MRPS recommends that all guests obtain travel insurance for unforeseen circumstances.

Included in your Fare

- Bottled water
- All meals
- Coffee & Tea
- All standard shore excursion
- Gratuities to vessel crew
- Wi-Fi Internet access aboard the vessel

Not included in your fare

- Airfare to and from your home city
- Transfers to and from Melbourne
- Travel Insurance
- Alcoholic beverages

Payment for additional goods and services must be made prior to the guest's disembarkation.

Documentation

Final travel reminder, including itinerary and passenger cruise information guide will be sent two (2) weeks prior to departure. Itineraries are subject to change without notice.

Health & Disability Requirements

Guests must notify MRPS in writing at the time of booking of any physical or mental illness, disability or other conditions for which special accommodations or the use of a wheelchair is necessary or contemplated. Also, we must be notified of any medical treatment that may render the guest unfit for travel or constitute a risk or danger to the guest or anyone else aboard. The vessel does not carry a medical doctor aboard. Acute medical conditions will require you to disembark to be attended to by shore-side emergency and/or medical response. Guests needing any form of assistance and those who are physically disabled must be accompanied by someone who will take full responsibility for any needed assistance during the cruise and in the event of an emergency. We reserve the right to refuse passage to anyone who, in our sole opinion, may affect the health, safety or enjoyment of other guests. Guests requiring a wheelchair must provide their own collapsible wheelchair. Please be aware that some ports of call, shore excursions, docks, gangways and other requirements may preclude a wheelchair guest from leaving the vessel; this decision will be made by the ship's captain and is binding. Also, there may be certain physical conditions, including stairways and narrow passageways within the vessel that may limit or preclude the accessibility of wheelchair guests to some areas. We strongly recommend you purchase travel insurance. With travel insurance, you can plan and enjoy your trip with complete peace of mind.

Smoking

Smoking is not permitted anywhere aboard the vessel including inside cabins and suites.

Dining Arrangements

MRPS offer open-seating for breakfast, lunch and dinner. To make a seating request with other guests aboard please contact us.

Gambling

Gambling is not permitted on the Vessel.

Animals

Only designated service animals are permitted aboard. You are required to notify MRPS in advance of departure if you plan to bring along a service animal because of a disability. Supporting documents may be requested.

Carrier's Discretion

As the Carrier, we reserve the right at any time, without notice, to cancel any cruise or Cruise Tour, to change or postpone the date or time of sailing or arrival, to change the port of embarkation or final destination, to shorten the cruise or to change or substitute any component of the Cruise Tour. If we are required to do any of these things, we will be responsible to you as follows: If we cancel the cruise or Cruise Tour before it has started, we will refund the Cruise Fare that we have actually received. If the scheduled sailing date or time is delayed and as a result of that delay, you are not otherwise accommodated on board the Ship, we may arrange hotel accommodations and food at no additional expense to you for the duration of the delay. If the cruise is shortened, we will make a proportionate refund of the Cruise Fare. MRP responsibility does not extend beyond the vessel, and whenever passengers leave it, any arrangements made by them or for them are at their own risk.

Limitation on Carrier's Liability

(a) No liability for certain events. The Carrier and the vessel shall not be liable for loss, death, or delay of, or injury to, any passenger or loss or damage or delay to his/her baggage, personal effects or other property, arising from: acts of God, public enemy, government restraint, riots, strikes, lockouts, labour troubles, whoever may be the instigators thereof, epidemic, civil disturbances of whatever nature, perils of the rivers, or other navigable waters, fuel shortages, collision, stranding, fire, theft, barratry, or any other crime by any person, faults or errors of navigation or management of this or any other vessel, explosions, breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings or supplies of the vessel or launches or vehicles or any defect of the Carrier's premises, at whatever time existing, fault or neglect of pilots, tugs, regular members of the crew, agents, servants, independent contractors.

(b) Limitation on Carrier's liability with respect to baggage and personal property. This liability shall not exceed one hundred Australian Dollars in the event of loss, damage or delay to any of the passenger's baggage or other property taken with him/her on the voyage.

Guest Warranties

You warrant that you and all other Guests traveling with you are physically, emotionally and otherwise fit to undertake the cruise or Cruise Tour; that you and they have received all medical inoculations necessary; that you and they will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's Captain and officers, and that your conduct will not impair the safety of the Ship or jeopardize or inconvenience other Guests. We may disembark at any time any Guest who may be suffering from contagious or infectious diseases or whose presence, in the opinion of the Captain, may be detrimental to the comfort or safety of other Guests or the crew. In such cases, the Guest shall not be entitled to any refund of the cruise fare or Cruise Tour fare or any compensation whatsoever.

Alcohol Policy

The sale and consumption of alcoholic beverages will be limited to Guests who are 18 years or older. MRPS promotes the responsible service of alcohol and will refuse service to guests if deemed to be intoxicated. Guests are kindly reminded to consume alcohol in moderation. MRPS reserves the right to prohibit and retain all liquor brought onto vessels which is strictly prohibited.

Use of Likeness

Carrier has the exclusive right to use video and other visual/audio portrayals of you or your likeness taken during your cruise in any medium of any nature whatsoever for any purpose, including advertising or promoting the services of Carrier without any compensation being paid to You. Any such portrayal or likeness shall be the exclusive property of the Carrier.

Children

MRPS requires that children under the age of 18 be accompanied by a parent or other responsible adult 25 years or older. Children under 15 are not encouraged and must occupy their own cabin, no sharing with Parents is permitted. Children are required to pay full fare. Number of children will be limited.

Non-Transferrable Tickets

(a) Your authority to agree. In buying the passenger ticket you state that you are authorised by or on behalf of any passenger listed on the ticket (including any minor) to agree to all the terms and conditions of this agreement.

(b) No transfer. This agreement is between the Carrier and the passenger. It cannot be sold, assigned or transferred to any other person without prior express written consent of the Carrier.

Terms and conditions are subject to change without notice and we are not responsible for errors or omissions therein.

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