

DREAM ON CRUISES TERMS & CONDITIONS

1. General Information

By using the Dream On 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:

"Cruise Date" means the date of your reservation.

"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.

"Special Event Cruises" means a Charter provided by Dream On Cruises for a specific event which does not form part of their general Charter bookings including, but not limited to, New Year's Eve or Riverfire cruises, or any other Charter advertised as a 'Special Event Cruise'.

"Vessel" means any commercial vessel used by Dream On Cruises.

3. Bookings

- 3.1. Valid credit card details may be required to secure your booking.
- 3.2. 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.
- 3.3. You may cancel a booking made for Special Event Cruises within the cooling-off period, after which the total booking fee for a Special Event Cruise will be forfeited in consideration of the additional costs and expenses incurred by Dream On Cruises in planning, coordinating, and operating Special Event Cruises. Special Event Cruises may be cancelled within the 24-hour cooling-off period but are otherwise non-refundable.
- 3.7. Dream On Cruises reserves the right to refuse or cancel your booking if incorrect information has been provided.
- 3.8. Dream On Cruises reserves the right to change the itinerary and time of your booking due to weather conditions or for any other reason.
- 3.12. Gift vouchers, discount vouchers, and credit cannot be used for booking fees or other costs associated with Special Event Cruises.
- 3.13. Fees and charges displayed on the website are subject to change at any time at our sole discretion.

3.14. The availability of products and services and their fees and charges are subject to change from time to time at our sole discretion.

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

4. Bookings and Cancellations

- 4.1. Bookings are subject to availability, and quotes are valid for 7 days from the date the quote was provided.
- 4.2. Dream On Cruises does not reserve Cruise Dates unless payment has been made.
- 4.3. Bookings can only be cancelled or rescheduled at least 14 days prior to the Cruise Date, and Dream On Cruises reserves the right to withhold 10% of the booking fee paid to recoup its incurred administrative costs.
- 4.5. To reserve the entire Vessel, you will be required to make a deposit of 25% of the full payment over the phone or to a bank account nominated by Dream On Cruises at the time of booking.
- 4.6. The balance must be paid in full at least 14 days prior to the Cruise Date.
- 4.7. Cancellations within 13 days of the Cruise Date receive no refund of any payment made to Dream On Cruises, and the booking shall be forfeited.
- 4.8. Dream On Cruises will use all reasonable endeavours to re-book the dates with a replacement booking, and only if your booking is replaced will Dream On Cruises consider offering a partial refund, less its administrative fees.
- 4.9. Activities (which are not paid for in addition to chartered services) are subject to weather conditions and other factors outside of our reasonable control. Dream On Cruises makes no guarantee that passengers can partake in such activities.

5. Cancellations by Dream On Cruises

- 5.1. Dream On 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. Dream On 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. Dream On 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 booking was purchased at the recommended retail price.



- 5.4. Discounted reservations are non-refundable but may be credited toward an alternative service.
- 5.5. Any credit that you may have with us (due to cancelled booking or otherwise) is subject to our price increases and you may be required to pay an additional amount (on top of your credited amount) to secure an alternative service.
- 5.6. 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 Dream On Cruises the full amount of your reservation.

7. Refunds

- 7.1. Discounted vouchers, gift cards, Qoin, and Bartercard reservations are non-refundable.
- 7.2. Any refunds processed will be credited back to the bank account from which the money came 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.
- 7.4. If the booking is cancelled for reasons outside the control of Dream On Cruises, the customer will be entitled to a credit which can be used at any time subject to the cruise's availability and price increases pursuant to clause 5.5.

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, Dream On Cruises may immediately cancel the reservation and the full booking 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 Dream On Cruises and its representatives;
 - (b) obey any and all instructions given by Dream On Cruises and its representatives;
 - (c) be respectful to other passengers and Dream On Cruises and its representatives during your reservation;
 - (d) board and exit the Vessel under the sole instruction of Dream On 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 there may be 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.
- 9.4. Passengers are responsible for any damage or cleaning costs that they cause, which we will determine at our reasonable discretion after making inquiries as to the cause of any damage.

10. Prohibitions

- 10.1. Adult entertainment and nudity are 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 will be 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 Dream On Cruises from any liability in relation to such activities.
- 11.3. Dream On 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. Dream On 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 Dream On 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 Dream On Cruises, you consent to Dream On Cruises reposting those posts and using the content for marketing purposes.

13. Food and Beverage Disclaimer

- 13.1. All food provided by Dream On Cruises is prepared in an area containing gluten, nuts, meats, and seafood, and may contain traces of these foods.
- 13.2. You must advise Dream On 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.

- 13.6. 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 licensed Vessels.
- 13.8. Responsible Service of Alcohol guidelines will be adhered to by Dream On Cruises and its representatives at all times.

14. Disclaimers

- 14.1. Dream On 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. Dream On 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 Dream On Cruises.
- 14.3. Dream On Cruises does not warrant or guarantee the sighting of marine life.
- 14.4. Sails on the Vessel shall be put up at Dream On 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. Dream On 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. Dream On Cruises reserves the right to charge you should any damage occur to the Vessel.
- 14.7. Dream On Cruises does not guarantee any email, text, or voice transmission sent by Dream On Cruises to you are secure and error-free. Dream On 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, Dream On 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 Dream On Cruises or its representatives.
- 15.2. Dream On Cruises shall not be liable for any items owned by you that are lost, stolen, or damaged during your reservation.
- 15.3. Dream On 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 Dream On Cruises who may deal with the item in its sole discretion.
- 15.4. Dream On Cruises does not accept any responsibility for where you park your vehicle.

16. Use of Information

- 16.1. You consent and authorise Dream On 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. You consent and authorise Dream On Cruises to use your personal information for promotional purposes.
- 16.3. Dream On 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 Dream On Cruises advises you to read their privacy policies.
- 16.4. Your bank card information will only be used for the purpose of processing your transaction, and until your service has been provided, unless the customer is required to make any further payments pursuant to the terms and conditions or by law.
- 16.5. Upon written request by you and to the extent permitted by law, Dream On 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 correction of personal information pertaining to that reservation at Dream On Cruises' discretion.
- 16.6. Any views or opinions expressed by staff or agents of Dream On Cruises do not necessarily represent those of Dream On Cruises.
- 16.7. You must notify Dream On Cruises if you have received any private information of another individual or corporation in error and you agree to delete such information immediately.
- 16.8. Dream On Cruises directs you to its website to view the Privacy Policy at www.dreamoncruises.com.au

17. Complaints

- 17.1. If you have any issues, problems, or concerns regarding your reservation, please contact Dream On Cruises as soon as possible by email at info@dreamoncruises.com.au