

Terms and Conditions

In these terms and conditions a reference to “we” “us” or “our” is a reference to Vagabond Cruises (Vic) Pty Ltd (A.C.N 006 993 308) C/O: PO Box 129 Blairgowrie VIC. 3942, together with its employees and contractors and a reference to “you” means the person whose details are set out in the attached Function Booking Application Form or a person or entity whose booking has been accepted by us.

1. Acceptance of Terms and Conditions

By placing a booking with us you acknowledge that you have read and understood these terms and conditions and that you agree to be bound by them.

2. Bookings

(a) Verbal and tentative bookings placed and accepted by us will be held for no more than a 7 day period.

3. Payment

(a) All prices quoted by us are GST inclusive and we shall provide you with a valid tax invoice upon receipt of payment.

(b) Time is of the essence where payment is concerned and you agree to make payments in the following manner:

(i) A deposit equal to 10% of the estimated cost of the function is required at the time of placing your booking.

(ii) Full payment is required 10 days prior to the date of the function or, if a booking is placed within 14 days of the date of the function, full payment is required at the time of placing your booking.

(c) Payments made by Credit Card may incur a bank charge.

(d) We reserve the right to vary our payment terms and we shall advise you of any variations when you place your booking.

4. Confirmation of Numbers

(a) Anticipated final numbers are requested at the time of placing your booking and we reserve the right to refuse to accept a booking (or cancel an accepted booking) if there are insufficient numbers (we shall advise you of any minimum requirements when you place your booking).

(b) Final numbers are required 10 days prior to the function date and the number conveyed will represent the minimum number of guests for which you will be charged (regardless of the number that actually attend the function).

5. Cancellation

(a) In the event of inclement weather we reserve the right to transfer your booking to a later date or have the function alongside. We shall determine the suitability of conditions in our absolute discretion and shall not be liable for any consequential loss in the event that the cruise is transferred to another date or held alongside.

NB Our current Marine Safety Victoria Survey requirement requires the MV Louisiana to stay alongside if wind strength exceeds 30 knots.

(b) We also reserve the right to cancel your booking without any further notice or liability to you in the event that you fail to satisfy any obligation set out in these terms and conditions.

(c) In the event that you cancel up to 30 days prior to the function, we will refund all moneys received less a handling fee equal to 10% of the estimated cost of the function. In the event that you cancel within 30 days of the function we will retain all moneys received and you will be liable to pay the full cost of the function unless we are able to re-book an alternative function. You must notify us in writing of any cancellation before it will be deemed to be effective.

6. General

(a) We reserve the right to exclude or eject any and all objectionable persons from the function without liability where those persons are deemed objectionable in our sole and unfettered discretion.

(b) During the function the vessel will remain under the complete control of the captain and crew. You acknowledge and agree that the captain may (in his absolute discretion) decide to vary the scheduled trip due to inclement weather, tidal conditions or any other reason.

(c) No food or beverages of any kind may be brought to the function for consumption unless our prior written consent has been obtained.

(d) Unless authorised by us, confetti, rice and rose petals or other items are not permitted to be thrown within or from our vessels.

6. General (cont)

(e) You acknowledge that performance of our obligations is contingent upon our ability to complete same, and is subject to inclement weather, tidal conditions, labour troubles, disputes, strikes or picketing, accidents, Government (Federal, State or Local) requisitions, restrictions upon travel, transportation, food, beverage or supplies and other causes whether enumerated herein or not, which are beyond our control.

7. Indemnity and Security Bond

(a) Our vessels are covered by Fire Marine and Collision Risk Insurance which covers accident or collision, storm and tempest damage, third party damage and public risk. You and every one of your invitees agree not to commit any act which would invalidate our insurance policy.

(b) You understand that you will be liable for loss or damage that may be incurred by us where we make a claim against our insurers but they decline it because of a negligent or improper act or omission on the part of you or of any of your invitees.

(c) You agree to indemnify us for any loss, damage, expense, penalty, fine or liability arising from a breach of these terms and conditions or arising from the actions or behaviour of your invitees. You agree that you will be liable for all consequential loss in addition to the usual remedies available at law including loss of income where one of our vessels is put out of operation and cannot be used for subsequent functions as a result of a breach of these terms and conditions by you or as a result of your invitees' actions or negligence.

(d) We reserve the right to require you to pay a security bond which, if required, must be paid 10 clear working days prior to the date of the function. We will refund the security bond within 5 working days of your function less any deductions that we make for loss or damage or for any other costs that you have incurred but not paid for. If the amounts you owe us are greater than the security bond then you agree to pay us the shortfall on demand.

8. Exclusion of Warranties and Limitation of Liability

(a) You understand that we give no warranties except as contained in these terms and conditions and those implied by the Trade Practices Act 1974 or any other relevant law and nothing herein restricts you from exercising your rights under those laws. Where such laws permit us to limit liability for breach of an implied warranty or condition we limit our liability to the cost of replacement, re-supply or repair (where appropriate).

(b) We do not accept any responsibility for damage or loss of goods placed or left on our vessels prior to, during or after the function. You should arrange your own insurance and/or security for any such goods and all goods must be removed on completion of the function.

(c) We shall not be held liable for death, personal injury, loss or damage to property howsoever arising (whether through negligence or otherwise) and by placing a booking with us you (and your invitees) release us, our employees and agents, to the full extent permitted by law, from any actual or contingent liability in respect of any personal injury, death, loss or damage (whether consequential or otherwise) that may be suffered by you or your invitees arising from any cause whatsoever.

9. Penalty Interest

You agree that if you have any monies outstanding under these terms and conditions, you are liable to pay interest at the rate from time to time prescribed in the Penalty Interest Rates Act 1983.

10. Variation

No variation modification or waiver of any provision of these Terms and Conditions nor consent to any departure by any party therefrom will in any event be of any force or effect unless the same is confirmed in writing by one of our authorised representatives.

11. Governing Law

These terms and conditions will be governed by the laws of the State of Victoria and all parties submit to the jurisdiction of the Courts of that State.