

## ROTTNEST EXPRESS - TERMS AND CONDITIONS

By confirming a booking, you and all Passengers travelling under the booking are bound by this agreement, which is comprised of: (1) these standard terms and conditions, and (2) the Ticket.

### 1 BOOKING

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- (a) **Confirmed Booking.** Your booking is confirmed when:
- (i) You have made the booking and have provided us with all the necessary information to complete the booking; and
  - (ii) You have paid us the Fare.
- (b) **Fare.** The Fare is the amount stated in your Ticket.
- (c) **Inclusions.** The Fare is quoted in Australian Dollars (AUD) and includes all ferry fares, tours, hire and freight products, compulsory government fees and meals as stated in the full itinerary, which can be viewed at [www.rotnnestexpress.com.au](http://www.rotnnestexpress.com.au). All Fares are subject to surcharges, blackout periods and seasonal variations at the sole discretion of the Company.

### 2 THINGS TO CONSIDER BEFORE BOOKING

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- (a) **Fit to Travel.** You must ensure that you are medically and physically fit for travel. Before you confirm your booking, you must advise us of any medical or physical condition that will or may require medical attention, medication or special treatment. If a passenger has a condition that we decide may significantly affect the enjoyment, health or safety of themselves or any other person on board, we can refuse or cancel a booking.
- (b) **Travel Insurance.** We strongly recommend passengers take out travel insurance to cover any unforeseen circumstances. We recommend that you do this at the time of booking.
- (c) **Gift Vouchers** that are purchased from the Company are valid for 3 years from the date of purchase and are not redeemable for cash. At the time of booking, gift voucher numbers must be stated and cannot be applied after payment has been made. Complimentary gift vouchers are valid up to and including the date stated on the gift voucher.

### 3 DISCOUNTED FARE TYPES

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- (a) **Children.** Child fares are offered to passengers aged between 1 to 12 years inclusive. Children must be accompanied by a responsible adult.
- (b) **Concession Fares** are offered to holders of a current Australian Commonwealth Pensioner Concession card or Seniors card, Health Care card or Student card (secondary or tertiary). These concessions are not available to overseas cardholders. Backpacker cards include YHA/VIP/Mad/Peterpans/ISIC.
- (c) **Group Fares** are available for groups of 10 or more passengers who travel together on the same service and group bookings must be made at least 7 days in advance of travel date to qualify for the discounted fares.
- (d) **Red Rider Passes** are valid for up to a maximum of 10 return trips per annum and are available to West Australian residents to purchase; proof of WA residency may be required. Red Rider passes may take up to 7 days to process from the receipt of proof of WA residency and clear headshot photo in jpg format. Each pass is valid for a 12-month period once created and cannot be extended. Red Rider passes are strictly non-transferable and non-refundable, and Red Rider passes can be cancelled immediately (without refund) if there is any failure by holders to comply with any conditions of travel. The Rottnest Island Adult Admission fee is payable per trip and is payable at time of booking. The Admission fee is subject to increase at the discretion of the Rottnest Island Authority and is not within the control of Rottnest Express as a carrier.
- (e) **Quokka Club** membership is open to all West Australian children between the ages of 0 – 12 years of age. Once joined the Quokka Club member is entitled to free ferry travel to Rottnest Island when travelling with one adult fare and the Rottnest Island Child Admission fee is payable per trip prior to travel. There is a maximum of two Quokka Club members per one adult fare.

### 4 ON BOARD

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- (a) **Check In.** Passengers must check in at the place of boarding referred to in the ticket no later than thirty (30) minutes before the time of boarding referred to in the ticket. Failure to do so may result in our refusal to allow the Passenger to board. To board the vessel, all passengers must hold a valid ticket.
- (b) **No Smoking Policy.** All our vessels are entirely smoke free in accordance with relevant state government regulations. Passengers are not to smoke (including e-cigarettes) on board.
- (c) **Safety.** Passengers shall at all times follow and carry out all lawful directions of our crew. Passengers must take all reasonable precautions for their own safety and the safety of any person in their care (particularly children). This includes appropriately restraining children and ensuring that children are accompanied by a responsible adult at all times and paying attention to the safety briefing given by crewmembers at the commencement of carriage. Passengers are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by the crew.
- Neither we, the vessel nor any crewmember shall be held responsible for any loss or damage (including personal injury) suffered by any person, as a result of breach of that person's safety obligations, or their failure to utilise all safety devices and precautions as provided and/or advised on board the vessel, or caused by any passenger acting in an unreasonable, unnecessary or unsafe manner.
- (d) **Prohibited Items.** Passengers must not bring on board the Vessel any goods or objects of a flammable or dangerous nature including:
- (i) Firearms, knives, weapons or sharp objects ("Dangerous Goods");
  - (ii) Alcohol or illegal drugs of any kind;
  - (iii) Items that may become or are dangerous, such as seal batteries, items containing mercury, bleaches, explosives (including fireworks and flares), poisons (such as pesticides and herbicides);
  - (iv) Items prohibited by law;
  - (v) Furniture and household goods; or
  - (vi) Animals (with the exception of guide dogs).
- (e) **Bicycle/Snorkel Hire.** The Passenger is liable for the full replacement or repair cost of any hired bicycle or snorkel equipment that is lost or damaged. Example repair/replacement costs are:
- (i) Excessive wear on bike tyres \$15
  - (ii) Loss of helmet \$30
  - (iii) Bent bike forks \$40
  - (iv) Buckled bike rim \$30
  - (v) Bike frame damage \$250
  - (vi) Lost/ Stolen bike \$250
  - (vii) Loss of Snorkel set \$55
  - (viii) Damage to snorkel set \$25
- (f) Any bicycle or snorkel equipment hired by the Passenger:
- (i) is hired for recreational purposes;
  - (ii) is hired at their own risk, and we accept no responsibility for injury or death related to the hiring of the bike and/or the snorkel;
  - (iii) must only be used by that Passenger;
  - (iv) must be returned on time and in the condition it was in at the start of the hire period; and
  - (v) does not attract a refund if returned early.

- (g) **Alcohol.** Company vessels are licensed premises. Passengers are not permitted to bring on board the Vessel any containers of alcohol for consumption on board. The Company may refuse the service of alcohol to any Passenger and may disembark any Passenger (1) to whom service has been refused or (2) who acquires alcohol for any minor. Due to liquor licensing laws the Passenger must wear footwear at all times whilst on the Vessel.
- (h) **Luggage.** Each Passenger (except infants) may bring:
- (i) Carry-on Baggage of 1 x carry-on item no larger than 600mm x 400mm x 300mm.
  - (ii) Checked Baggage of 1 x item no larger than 800mm x 500mm x 400mm and no heavier than 22kg. Outside of these sizes will not be delivered. Checked Baggage within the restrictions must have an appropriate luggage label attached to be delivered to accommodation on the island.
- (i) Labels:
- (i) For Passengers booking eight or more days in advance, we will send 2 x labels per Passenger at the reduced rate of \$2 per label by mail. Any labels in excess of two per person will be at the cost of \$3 per label.
  - (ii) Passengers booking less than eight days in advance must buy all of their required labels at the departure point for \$3 per label.
- (j) Note:
- (i) All luggage label fees are displayed when checking out online.
  - (ii) Items such as surfboards, surf-skis, fishing rods, bicycles, craypots and golf bags are not able to be delivered and must be collected by the Passenger from the main jetty upon arrival at Rottneest Island.
  - (iii) 'Piggy-backing' of Goods is not permitted. For example, Passengers may not attach a sleeping bag to a suitcase.
  - (iv) The Rottneest Island Authority is responsible for the delivery of your luggage on Rottneest Island as well as the collection for the delivery back to the mainland. The Company is responsible for the water travel component of this process. Luggage delivery and collection operates by an honour system which relies on passengers correctly identifying and collecting their luggage at points of collection. Whilst the Company provides some supervision at collection points the role of the Company is only to monitor and assist with orderly collection and accordingly luggage is carried entirely at the risk of the Passenger. If any luggage items are lost and not recovered after investigation by the Rottneest Island Authority and the Company, recourse is through your insurance company.
  - (v) Goods including luggage are transported entirely at the risk of the Passenger. The Company does not accept any liability for damage to Goods. Further, no liability, either express or implied, will be accepted for the loss of, damage to, mis-delivery or delay in delivery of luggage or cargo, including bicycles.
- (k) **Priority Boarding** is offered to all Passengers travelling in a wheelchair or who are bringing a pram on board. In most circumstances, it is possible for children travelling in a pram to remain in the pram on board the Vessel, whilst there may be days where the pram may be requested to be folded and stowed securely, with the child seated with their parent or guardian. The ability to take the pram on board the Vessel will vary depending on the particular vessel in use and the capacity of the service.

## 5 MASTERS DIRECTION

- (a) The Passenger shall comply with the directions of the Master during the course of the voyage, trip, cruise or function and will perform and observe all lawful commands or directions of the Master or his delegate. If it appears that the Passenger is unfit to continue the voyage or may endanger the health or safety of others on board the Vessel then the Company and/or Master shall be entitled at any time to take any of the following

courses as appear appropriate to the Company and/or the Master as the case may be at the time namely:

- (i) to refuse to embark the Passenger;
- (ii) to disembark the Passenger at any port or place; or
- (iii) to confine the Passenger to a particular place on board;

and in such circumstances neither the Master nor the Company nor any other servant or agent of the Company shall be liable for any damage, loss or expense occasioned to the Passenger nor shall the Company be liable to make any refund of the cost of the Ticket or any part thereof.

## 6 ASSISTANCE

- (a) In the event that any Passenger is not self-sufficient and requires assistance in relation to mobility or personal care then such Passenger shall be entirely responsible for the provision of a carer and it is acknowledged and agreed by the Passenger that the crewmembers of the Vessel are unable to act as personal carers.
- (b) **Companion Card Holders.** If a Passenger who is eligible for a Companion Card holder is booking travel, the Companion will travel for free on ferry services. The Companion Card must be presented at the time of booking in person.
- (c) **Guide Dog Assistance.** If a passenger is sight or hearing impaired, the fare paid will include carriage of a guide dog provided that:
- (i) The passenger notifies the Company when making a booking, of the requirement for carriage of a guide dog on the vessels, and;
  - (ii) The passenger notifies the Rottneest Island Authority (Rangers) of requirement of guide dog on the island.

## 7 CANCELLATIONS

- (a) Your trip could be cancelled under one of the following three circumstances:
- (i) a cancellation arising from a passenger's actions, through no fault of ours – see '**Passenger Cancellations**' (eg for personal reasons, or due to inadvertently booking the wrong vessel or date).
  - (ii) a cancellation by us arising from external consequences that make our performance of the agreement impossible (for example a Force Majeure event, or the actions of a third party e.g. new government regulations) – see '**Force Majeure Cancellations**'; or
  - (iii) any other cancellation by us is – see '**Our Cancellations**' (eg due to mechanical failures of the vessel).
- (b) **Passenger Cancellations.** The tables below sets out the consequences that the parties agree will apply in the event of a Passenger Cancellation.

FERRY TRAVEL, TOURS AND ADD-ON SERVICES CANCELLATIONS		
If you notify us:	More than 30 minutes prior to departure	Less than 30 minutes prior to departure, or after departure
You will:	For services provided by us: Receive a credit note for the full amount paid to us (less credit card surcharges). For services provided by third parties: Any amount paid for third party products and services will be subject to the third party's cancellation policy.	Forfeit 100% of the Fare
ACCOMMODATION AND FERRY CANCELLATIONS		
If you notify us:	Eight or more days prior	Seven or less days prior
You will:	Forfeit 50% of the cost of the accommodation; and  Receive a credit note for the full amount paid to us for ferry travel (less credit card surcharges).	Forfeit 100% of the cost of the accommodation; and  Receive a credit note for the full amount paid to us for ferry travel (less credit card surcharges).

- (c) Note:
- (i) Cancellation of third party services will be subject to that third party's cancellation terms.
  - (ii) A reduction in the number of booked passengers or a name change will be treated as a Passenger Cancellation.
  - (iii) Passenger Cancellations must be made in person at Rottnest Express terminal locations or by telephone.
  - (iv) Credit notes are valid for a period of one year from date of scheduled travel. No extensions will be offered on credit notes. Any unused portions of a credit note will have the same expiry date as the original credit note. Credit notes cannot be redeemed through online bookings.
  - (v) Northport Ferry Terminal Car Park is operated by Wilsons Parking and not by the Company and any unused parking fees will not be credited by the Company.

(d) **Force Majeure Cancellations.** In the event of a Force Majeure Cancellation, we will provide you with a credit note of an amount equal to the monies paid to us for the services provided by us. The credit note can then be applied to the cost of a future trip with us. Time limits and other criteria and conditions may apply.

- (e) **Our Cancellations.** In the event of Our Cancellation, we will provide you with the option to receive one of the following:
- (i) amend booking to a future date;
  - (ii) choose an alternative service of equal or similar value;
  - (iii) a full refund of monies paid to us under the booking; or
  - (iv) a credit note of an amount equal to the monies paid to us.

Any credit note or refund payable by us under this agreement will be calculated to take into account the monies actually paid under the booking and the amount of the trip that has been used.

Any refund will be payable to the person who paid for the booking, or to the first person named on the booking. If a booking was made through a Travel Agent, any refund will be returned to that Travel Agent for their payment to the passenger.

## 8 AMENDMENTS

Subject to availability, you may amend your ferry booking up until 30 minutes prior to the departure time. A \$5.00 administration fee may apply to each amendment. An amendment made within 30 minutes of departure time will be treated as a Passenger Cancellation.

## 9 LIABILITY

- (a) **Connections.** We cannot guarantee our schedule. To the extent permitted by law, we are not liable for any costs deriving from the failure of a passenger to connect with other services. As a result, Passengers should allow ample time for connections.
- (b) **Warranties, Exclusions and Limitation of Liability.** To the extent permissible by law (and without limiting the operation of any statutory guarantee under the ACL), we will not be liable for any death or personal injury, loss of or damage to luggage or goods, consequential losses, loss of profit or any similar claims arising from any use of the services or arising out of our negligence, including delay, or any inaccuracy with respect to information relating to transport, services or pricing.
- We are not liable for harm suffered by anyone as a result of the obvious risks of dangerous recreational activities. We give you and any passengers travelling under this booking a risk warning about the risks of the recreational activities, including:
- (i) Bike riding (Death or personal injury);
  - (ii) Snorkeling (Death or personal injury);
  - (iii) Adventure Tours (Death or personal injury).

To the extent that part of the services are supplied to the guest by a third party, any warranty offered by us in relation to those services will be limited to our right of redress against the third party arising out of any alleged fault or defect in the services.

Nothing in this agreement restricts, limits or modifies your rights or remedies as a consumer against us for failure of a statutory guarantee under the ACL.

We are not a common carrier and will not accept liability as such.

## 10 OUR OPERATIONS

- (a) **Surcharges and Credit Cards.** Only Visa and Mastercard are accepted for credit card payments. A surcharge of up to 1.5% applies.
- (b) **Public Holiday Surcharge.** A 10% holiday surcharge applies to all fares, tours, products, freight and services that take place on gazetted Western Australian public holidays.
- (c) **Waiver and Amendment.** A provision of this agreement may not be amended or waived except in writing signed by our authorised representative.
- (d) **Privacy.** Rottnest Express and Journey Beyond respects your privacy and will only use your personal information in accordance with our Privacy Policy. To review full details of how we collect, hold, use, manage and disclose your personal information, you may view our [Privacy Policy](#) here.

## 11 DEFINITIONS

- (a) **Agreement** shall mean the agreement comprised in the Ticket and these terms and conditions.
- (b) **Force Majeure** event means an event or circumstance which is beyond our control and without our fault or negligence and which was not reasonably preventable, including:
- (i) riot, war, invasion or acts of terrorism;
  - (ii) requisition or compulsory acquisition by any governmental or competent authority, a material change in legislation or directions by a government authority;
  - (iii) medical outbreak, or contamination of any kind;
  - (iv) earthquakes, flood, fire or other physical natural disasters; and
  - (v) strikes or industrial disputes which affect an essential part of the service
- (c) **Master** shall mean the master of the Vessel;
- (d) **Passenger** means anyone travelling with us under your booking.
- (e) **Recreational Services** means services that consist of participation in the activities referred to in Section 139A of the Competition and Consumer Act 2010 (Cth), including participation in:
- (i) a sporting activity or similar leisure time pursuit; or
  - (ii) any other activity that:
  - (iii) involves a significant degree of physical exertion or physical risk; and
  - (iv) is undertaken for the purposes of recreation, enjoyment or leisure.
- (f) **Ticket** shall mean the Passenger Ticket issued by Rottnest Express Customer Service at terminal locations or the document which has been issued electronically to the Passenger entitling the Passenger to travel on the Vessel;
- (g) **Vessel** shall mean the Vessel operating the service.
- (h) **We/us or The Company** means Wadjemup Trading Pty Ltd as trustee for the Wadjemup Unit Trust (ACN 123 484 515) trading as Rottnest Express.
- (i) **Website** means [www.rottnestexpress.com.au](http://www.rottnestexpress.com.au).
- (j) **You** means the person or entity that made the booking and is named in the Ticket.