

# TERMS AND CONDITIONS

## 1. Operations

Nelson Maritime Company has operated since 1974, providing commercial cruise experiences on the Glenelg River.

Our operations focus on sharing the natural beauty and environmental significance of the Glenelg River region through safe, professional and responsible maritime services. Cruises are conducted aboard the Nelson Explorer and the Nelson Endeavour.

## 2. Environmental & Regulatory Compliance

Nelson Maritime Company operates in accordance with all applicable maritime, environmental and safety legislation.

Operations are conducted in alignment with the requirements of Parks Victoria and the Australian Maritime Safety Authority (AMSA), together with all relevant Victorian and Commonwealth laws.

All activities are undertaken with due regard to environmental protection and preservation of the Glenelg River and surrounding ecosystems.

## 3. Quotes

All quotes are valid for fourteen (14) days from the date of issue unless otherwise stated in writing.

All quoted prices are exclusive of Goods and Services Tax (GST). GST will be itemised separately on tax invoices.

Quotes are subject to availability at the time of confirmation.

## 4. Invoice & Payment Terms – Retail Bookings

A 50% non-refundable deposit is required to secure any booking. Bookings are not confirmed until the deposit has been received.

The remaining balance is payable prior to departure unless otherwise agreed in writing. Invoices are payable within the timeframe stated on the invoice. Where no timeframe is specified, payment is due within seven (7) days of the invoice date.

Failure to make payment by the due date may result in cancellation of the booking. Nelson Maritime Company reserves the right to recover reasonable costs associated with overdue accounts.

## **5. Commercial Operators & Agents**

Unless otherwise agreed in writing:

A 50% non-refundable deposit is required to secure commercial charters or cruise allocations.

Final passenger numbers must be confirmed no later than three (3) days prior to departure.

Full payment is required prior to departure.

Where tickets are sold by a commercial operator or agent, that operator is solely responsible for collection of funds, customer communication and any applicable refunds. All commercial rates are exclusive of GST and will be itemised on tax invoices.

## **6. Cancellations**

Deposits are non-refundable.

Nelson Maritime Company reserves the right to cancel or reschedule a cruise due to safety concerns, weather conditions, operational requirements or regulatory direction.

Where a cruise is cancelled by Nelson Maritime Company prior to departure and not rescheduled, payments made beyond the non-refundable deposit may be refunded at the company's discretion.

## **7. Passenger Conduct & Safety**

All passengers must comply with crew instructions at all times.

All passengers are required to listen to and comply with the mandatory safety demonstration conducted prior to departure. Failure to do so may result in refusal to depart, denial of boarding, or removal from the vessel without refund.

The Master of the vessel retains absolute authority regarding safety, navigation and passenger conduct.

Nelson Maritime Company reserves the right to refuse boarding or eject any passenger at any time at the discretion of the Captain where behaviour is considered unsafe, unlawful or disruptive. No refund will be provided in such circumstances.

## 8. Passenger Liability

Passengers participate in cruises at their own risk.

To the extent permitted by law, Nelson Maritime Company accepts no liability for personal injury, loss, damage or expense arising from participation in cruise activities. Nothing in these Terms excludes liability where such liability cannot be excluded under applicable law.

Passengers acknowledge that marine activities involve inherent risks, including but not limited to weather conditions, vessel movement and natural environmental factors.

## 9. General

Nelson Maritime Company reserves the right to amend these Terms of Business at any time.

These Terms are governed by the laws of the State of Victoria, Australia.

