

## **Port Open Day Boat Tours**

### **Terms and Conditions**

By booking a public port tour with Port of Melbourne Operations Pty Ltd (as trustee for the Port of Melbourne Unit Trust) ("**Port of Melbourne**") I acknowledge that I have read and understood, and agree to the following terms and conditions. As the person making the booking, I acknowledge that I am responsible for the compliance with these terms and conditions of all passengers on behalf of whom I make this booking.

#### **Refunds:**

Port of Melbourne will offer a refund of the tour fee only if my scheduled tour is cancelled or rescheduled by Port of Melbourne (and I do not wish to attend the rescheduled tour), or to the extent otherwise required by law (including the Australian Consumer Law). I must apply for a refund within a reasonable time of being notified of the change or cancellation of my tour and provide proof of purchase. I understand that I will not (and nor will any passenger on behalf of whom I make this booking) be entitled to any refund of the tour fee as a result of a change in my (or their) personal circumstances or if I (or they) fail to arrive for the tour on time or if I am (or they are) refused entry / boarding by Port of Melbourne in accordance with these terms and conditions.

#### **Delays and Cancellation:**

Port of Melbourne will use all reasonable efforts to ensure tours depart on time, but does not guarantee tour departure, duration or arrival times, nor that the tour will include all of the port facilities identified at the time of booking. Port of Melbourne has the right to cancel any tour at any time for any reason including, but not limited to, weather conditions, safety reasons or mechanical issues. I understand that Port of Melbourne will accept no responsibility for any costs or losses relating to, arising from or otherwise in connection with the tour (including any costs of transport to or from the tour), including where the tour may be cancelled or rescheduled. Further, I understand that where a tour is cancelled or rescheduled by Port of Melbourne, all liability of Port of Melbourne will be limited to the amount of the tour fee I paid.

#### **Loss or damage:**

Port of Melbourne and Magic Charters cannot be held liable for any instance of loss or damage which occurs during the tour or in association with the tour including any loss or damage to personal property, personal injury or any loss or damage arising from use of the booking system. I acknowledge that I (and all passengers on behalf of whom I make this booking) travel at my (and their) own risk and personal possessions and physical safety are the responsibility of passengers at all times. Notwithstanding the foregoing, if Port of Melbourne is found by a court of competent jurisdiction to be liable to me for any loss or damage, the total liability of Port of Melbourne will be limited to the amount of the tour fee I paid.

#### **Right to refuse entry:**

Port of Melbourne reserves the right to refuse entry / boarding to any passenger at any time for safety reasons (determined at Port of Melbourne's sole discretion) including, but not limited to, passengers who may appear to be affected by alcohol.

**Seating:**

There is no guarantee that passengers will have a seat during the tour.

**Special Assistance:**

Port of Melbourne must be notified at the time of booking if I or any person for whom I am booking have special needs including mobility impairment. Passengers with special needs may be boarded onto the vessel earlier than other passengers.

**Children:**

Children shall remain the sole responsibility of their parent(s) and/or guardian(s) at all times during the tour, including during boarding and disembarking the vessel. I will ensure continuous supervision of any children under my care throughout the tour, such that they remain within arm's reach at all times, do not run on the boat and that they comply with the directions of the tour operator. I understand that the staff of Port of Melbourne and Magic Charters cannot provide supervision of any children on board the vessel or at the berths.

**Compliance with direction:**

Port of Melbourne accepts no responsibility for any acts and omissions occurring whilst passengers are under the care of the tour operator which result in any loss, injury or death. I agree to comply with any direction given by Port of Melbourne or Magic Charters at all times during the tour.

**Compliance with Laws:**

I agree to comply with all relevant laws and regulations and the requirements of all authorities during the tour.