

# Terms and Conditions as at 1 June 2020



## 1 INTRODUCTION

- 1.1 This website and its contents ('website') are owned and operated by Encounter Tasmania Pty Ltd. Our business address is: Encounter Tasmania, GPO Box 511, Hobart, Tasmania 7001
- 1.2 In these Terms and Conditions, any reference to 'Encounter Tasmania', 'Encounter Maria Island', 'We', 'Us', 'Our' or similar reference means Encounter Tasmania Pty Ltd ACN 615 703 065 and where the context permits includes its contractors and business partners.
- 1.3 In these Terms and Conditions, any reference to the 'Passenger', 'Customer', 'Client', 'You' or similar reference means the purchaser, recipient or user of Encounter Maria Island's products and services.
- 1.4 Each time you use this website, or buy an item from us and/or our business partners, or hire equipment or partake in Tours you acknowledge that you have read these Terms and Conditions and agree to be bound by them.
- 1.5 Encounter Tasmania reserves the right to change these terms and conditions at any time without prior notification. Amendments will be effective immediately upon publication on this website, and any purchase or hire made after such publication will be bound to the amendment.

## 2 TICKETS, CANCELLATION AND REFUNDS

### 2.1 Refunds

- 2.1.1 All tickets (including lost, stolen, damaged and destroyed) are non-refundable and valid only for the cruise, event, or tour for which they have been issued unless an exception applies under Australian Consumer Laws.
- 2.1.2 Refunds will not be issued except as provided under the Australian Consumer Laws.
- 2.1.3 Refunds will not be made for inadvertently booking the wrong time, or for personal reasons and will only be made in accordance with these Terms and Conditions.

### 2.2 Product Returns

- 2.2.1 If you have purchased a damaged item you may return it for a full refund or exchange. We do not refund for change of mind.

### 2.3 Cancellation and Transfer

- 2.3.1 All tickets are transferable up to 24 hours prior to the originally scheduled departure time, provided that notification is received by Encounter Maria Island via phone or in person. Booking fees for ferry travel, tours and equipment hire will not be a part in any refund, transfers of tickets may attract a further booking at the time.
- 2.3.2 Transfers can be made to any alternative service which operates within one year of the date of the original scheduled service.
- 2.3.3 Cancellations, amendments or changes made within 24 hours of the originally scheduled departure time may be subject to forfeiture of all monies.

- 2.3.4 Where Encounter Tasmania cancels a service due to adverse weather, mechanical failure or another reason outside of the passenger's control, passengers will be provided with
  - (a) transfer to another service on the same day; or
  - (b) a full refund of any unused components of travel.

Encounter Tasmania will not be liable for further refund or compensation for any on forward reservations or bookings prepaid or otherwise in circumstances beyond Encounter Tasmania's control

- 2.3.5 Cancellations due to COVID-19 must be communicated to Encounter Maria Island via phone 03 6224 8333 or email hello@encountermaria.com.au. Tickets can be transferred to a credit note to be redeemed within 1 year from the original departure date. For cancellations due to COVID-19, the 24 hour rule does not apply.

### 2.4 Resale

- 2.4.1 Tickets may not be resold, offered for resale at a premium, used for advertising, promotion or other commercial purposes (including competitions) without the prior written consent of Encounter Maria Island.

### 2.5 Lost or Stolen Tickets

- 2.5.1 If a ticket is lost, stolen etc. and has been validated by someone else and we are not notified of the ticket being lost, stolen etc prior to the validation of the ticket, a second entry will not be granted on that ticket, and no compensation will be provided.

### 2.6 Duplicating and Re-Using Tickets

- 2.6.1 Purposefully attempting to duplicate or re-use a ticket, unless permitted by that ticket type, is illegal and severe penalties may apply, including prosecution.

## 3 FARES

### 3.1 Pricing and Fees

- 3.1.1 Fares are quoted in Australian Dollars and are correct at the time of publication. Fares are subject to change without notice at the sole discretion of Encounter Maria Island.
- 3.1.2 No responsibility is taken by Encounter Tasmania for any omissions or misrepresentation of our suppliers who operate components or tours on our behalf.
- 3.1.3 Discounted or reduced fares may be provided in accordance with these terms and conditions. The appropriate identification or concession card is required to travel on a discounted fare.

### 3.2 Park Entry

- 3.2.1 Park Entry fees are payable to enter Maria Island for visitors 5 years and above.
- 3.2.2 Ferry tickets do not include Park Entry.

- 3.2.3 Park Entry can be purchased from Encounter Maria Island. All passengers must purchase, or present a valid Park Pass prior to boarding the ferry at Triabunna. The following will be accepted as proof of a valid pass:
- The original Parks Pass;
  - A copy of the Parks Pass; or
  - A photograph (in hard or soft copy) of the vehicle pass.
- 3.2.4 Park entry is subject to the terms and conditions of entry established by the Parks & Wildlife Service Tasmania. [Terms and Conditions can be found here.](#)
- 3.2.5 The money raised from park fees goes directly towards the upkeep of Maria Island. It is used to maintain and upgrade visitor facilities, walking tracks and information booths.
- 3.3 Concessions
- 3.3.1 Concession fares apply to holders of a current Australian Pensioner Concession Card or Commonwealth Health Care Card.
- 3.3.2 As we are unable to verify overseas cards, concession fares are not available to overseas cardholders.
- 3.3.3 Encounter Tasmania reserves the right to request concession cards for those traveling on concession fares. Failure to provide suitable identification will result in the full Adult fare being payable.
- 3.4 Student
- 3.4.1 Student discounts are available to holders of an Australian Secondary Student Card.
- 3.4.2 As we are unable to verify overseas cards, student discounts are not available to overseas cardholders.
- 3.4.3 Encounter Tasmania reserves the right to request student cards for those traveling on student fares. Failure to provide suitable identification will result in the full Adult fare being payable.
- 3.5 Children
- 3.5.1 Child fares are available to passengers between the ages of 4 and 16 years.
- 3.5.2 Encounter Tasmania reserves the right to request proof of age for those traveling on child fares. Failure to provide suitable identification will result in the full Adult fare being payable.
- 3.5.3 All passengers traveling on a child fare must be accompanied by, and be under the supervision of a traveling Adult.
- 3.6 Infants
- 3.6.1 Infant fares are applicable to passengers under the age of 4 years.
- 3.6.2 All passengers traveling on an infant fare must be accompanied by, and be under the supervision of a traveling Adult.
- 3.7 Companion Card
- 3.7.1 Companion card holders are entitled to a second ticket for their companion at no charge.
- 3.7.2 Companion card discounts can be obtained via phone or through the Encounter Maria Island office and the companion card must be sighted prior to travel.
- 3.8 Public Holidays
- 3.8.1 A 10% surcharge may apply to all fees and charges on Tasmanian public holidays at the discretion of Encounter Maria Island.
- 3.8.2 Where a surcharge is to be imposed it will be clearly stated prior to purchase.

### 3.9 Gift Vouchers

- 3.9.1 Gift vouchers are valid for a period of three years only from the date purchased.
- 3.9.2 No extensions can be offered.
- 3.9.3 Gift vouchers can only be redeemed via phone, or by emailing Encounter Maria Island at [hello@encountermaria.com.au](mailto:hello@encountermaria.com.au) prior to travel.
- 3.9.4 Gift vouchers are not redeemable for cash.
- 3.9.5 Gift vouchers can only be redeemed subject to availability, and are only available to pay for future bookings.
- 3.9.6 No refund will be provided when transferring a gift voucher to a service of a lower value than the original gift voucher.
- 3.9.7 Where a gift voucher is provided in partial payment of the total fare, the outstanding amount must be paid at the time of bookings.
- 3.9.8 If a gift voucher is only partially redeemed and there is outstanding credit remaining, that credit can be used for subsequent travel, but must be redeemed before the original expiry date of the gift voucher.

### 3.10 Group Rates

- 3.10.1 Navigators will provide a saving of 10% for group bookings in accordance with these terms and conditions.
- 3.10.2 The group rate will apply to group of 10 or more paying passengers.
- 3.10.3 The group rate will only be available for passengers booking together as one booking and making one payment. All passengers within that booking must travel together at the same time on the outbound and return legs (where applicable).
- 3.10.4 The group rate saving is not available through the website but can be sought by emailing [hello@encountermaria.com.au](mailto:hello@encountermaria.com.au)
- 3.10.5 Group rates may be amended or withdrawn at any time without notice.

## 4 CONDITIONS OF TRAVEL

### 4.1 Check In

- 4.1.1 We request that customers check-in at least 30 minutes prior to departure to ensure appropriate time for loading of freight and passenger boarding.
- 4.1.2 Encounter Tasmania reserves the right to refuse boarding to passengers that attempt to check-in once the vessel has commenced boarding.
- 4.1.3 All passengers will be required to:
- Socially distance (1.5m) at all times whilst waiting to board, during boarding/disembarking and on board;
  - Wash hands before boarding; and
  - Stay at home if they:
    - Feel unwell;
    - Have a fever, cough and/or breathing problems;
    - Have come into the state within the last two weeks; or
    - Have been in contact with anyone suspected or confirmed to have COVID-19.

### 4.2 Re-assessment of Fares

- 4.2.1 Encounter Tasmania may reassess the fare type paid at check-in or boarding for discounted, concession, student, child and infant fares. An increase in fare will be required for those who are unable to provide suitable identification.

#### 4.3 Refusal of Carriage

- 4.3.1 Encounter Tasmania reserves the right to refuse boarding on, or to eject any person from, any transport, or entry to any event or tour to any person where, in their absolute discretion, they decide:
- (a) That action is necessary for reasons of safety; or
  - (b) That the directions of the captain or crew have not been adhered to;
  - (c) That the conduct, age, mental or physical state, nature or condition (including intoxication) of a passenger may cause inconvenience, discomfort or objection to another Passenger; or involve any hazard or risk to that Passenger or to any other Person; or
  - (d) That there is reason to believe that to not do so would affect the reputation, security, smooth running of the business, or in any way breach these Terms and Conditions; or
  - (e) That there has been a failure by the Passenger to observe the instructions of Encounter Maria Island, its employees, contractors or agents.

#### 4.4 Prams and Wheelchairs

- 4.4.1 To assist with comfort and safety, where possible, Passengers traveling with wheelchairs or prams will be given priority boarding onto the vessel.
- 4.4.2 The ability to take prams on board the vessel will vary depending upon the particular vessel in use and the capacity of the service. Where a pram can be taken on board, Passengers may be requested make sure that it is folded and stowed securely, with the child seated with their parent or guardian.
- 4.4.3 Whilst all endeavours are made to ensure that our vessels and gangways are wheelchair accessible, Encounter Maria Island is not liable for the provision of access on the wharves or at Maria Island itself.

#### 4.5 Smoking

- 4.5.1 Smoking is prohibited at all times on all of our vessels, and within 10 meters of all passenger boarding and waiting areas.

#### 4.6 Drugs and Alcohol

- 4.6.1 Our vessels are fully licenced and as such, the consumption of BYO alcohol is strictly prohibited.
- 4.6.2 Encounter Maria Island reserves the right to refuse the service of alcohol to any person.
- 4.6.3 ID may be requested to confirm proof of age at any time, and service or entry may be refused as a result.
- 4.6.4 Encounter Maria Island has a zero tolerance policy with regard to illicit drugs on board any of its vessels, on its premises, at its events or on its tours.

#### 4.7 Service Delays, Changes or Cancellations

- 4.7.1 Encounter Maria Island reserves the right to cancel a cruise, event, tour or admission at any time due to minimum passenger or venue numbers not being met, weather limitations, mechanical breakdown or any other reason.
- 4.7.2 Encounter Maria Island also reserves the right to operate a substitute vessel or venue owing to reduced numbers, mechanical issues, tidal conditions or any other reason.
- 4.7.3 Encounter Maria Island reserves the right to vary the route or destination for any transport in order to ensure the safety and welfare of passengers, crew and the vessel.

4.7.4 No refunds will be given where a service is not completed or time is lost as a result of weather limitations, mechanical breakdown or any other reason which Encounter Tasmania considers, in their absolute discretion, was beyond their control.

4.7.5 Encounter Tasmania will not be liable for any refund or compensation will be given to any passenger, contractor, PWS employee or any other person due to their arrival after the ferry departure times.

4.7.6 If any passenger, contractor, PWS employee or any other person fails for any reason not to arrive on time for the scheduled sailing for any reason and require an addition service to transport them, they will be required to pay in advance a fee for service outside the advertised fare structure to Encounter Tasmania, this fare structure will be set on a case by case basis and be fair and reasonable.

### 5 BAGGAGE

#### 5.1 Carry-on

- 5.1.1 Each Passenger is entitled to 1 carry-on item no larger than 600mm x 400mm x 300mm and weighing no more than 7kgs per item.
- 5.1.2 Carry-on luggage in excess of the size or weight requirements will need to be stowed, and will incur additional charges.
- 5.1.3 There are no storage facilities in the passenger cabins, so anything taken on board must be able to be placed on your lap, and not interfere with other Passengers.

#### 5.2 Additional Luggage Items

- 5.2.1 Luggage in excess of the carry-on amount described above will incur additional charges.
- 5.2.2 Checked luggage can be no larger than 800mm x 500mm x 400mm, and weigh no more than 20kg.
- 5.2.3 Luggage that exceeds the size or weight requirements may not be transported.
- 5.2.4 Where available, all checked luggage is to be stowed in luggage crates only, and is to be fitted with an appropriate luggage label.

#### 5.3 Piggybacking

- 5.3.1 For safety reasons, no piggybacking of luggage is permitted (e.g. attaching a sleeping bag to a suitcase).

#### 5.4 Dangerous Goods

- 5.4.1 Flammable liquids will not be carried unless prior arrangements have been made.
- 5.4.2 Encounter Maria Island reserves the right to refuse to carry cargo aboard any vessel where we decide that it is necessary for reasons of safety.

### 6 EQUIPMENT HIRE

6.1 Encounter Maria Island offers a booking service for the hire by Customers from Birota Pty Ltd ('Birota') of bicycles and associated equipment owned by Birota. The Customer acknowledges and agrees that any such hire is provided by Birota in accordance with the terms of this clause 6 of these Terms and Conditions.

#### 6.2 Conditions of Use:

- (a) The Bike is to be used only on formed vehicular tracks. The Bike is not to be ridden on beaches and on mountain walking tracks.
- (b) The Hirer must wear a helmet that meets all relevant Australian Standards at all times while on the Bike.

- (c) Prior to hiring the Bike the Hirer must indicate (through a test ride) their ability to ride the Bike in a safe and controlled manner.
- (d) Prior to using the Bike the Hirer will receive a brief induction about operation of the Bike. By accepting this agreement you acknowledge you have understood the induction material.
- (e) The Hirer must
  - i. Comply with all directions given during the briefing session held in accordance with sub clause (d)
  - ii. Use the Bike in a safe and proper manner
- (f) The Hirer accepts all responsibility for ensuring the Bike is used in a safe and proper manner.
- (g) Riding with a backpack is not permitted for safety reasons.
- (h) The Hirer must give way to other visitors within the National Park and dismount when passing visitors on any track that is less than one metre wide.

### 6.3 Assumption of Risk, Indemnities and Waivers

- (a) The Hirer waives all present and future rights to claim against Birota Pty Ltd, Encounter Maria Island and the Crown for:
  - i. Personal injury to, or death of, the Hirer,
  - ii. Damage to property of the Hirer; and
  - iii. Financial loss of the Hirer of the Bike.
 Arising from or attributable to, the Hirer's use of the Bike.
- (b) The Hirer indemnifies Birota Pty Ltd, Encounter Maria Island and the Crown against any present or future legal liability, loss, claim, or proceedings for:
  - i. Personal injury to, or death of, any person;
  - ii. Damage to property of any person; and
  - iii. Financial loss of any person: arising from, or attributable to, the Hirer's use of the Bike to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Hirer.

6.4 The Hirer acknowledges that if any damage is caused to the Bike, the Hirer is responsible for all costs associated in rectifying such damage including but not limited to, the cost of replacing the Bike.

6.5 It is expressly understood and agreed that Encounter Tasmania is acting as a booking agent only on behalf of Birota and Encounter Maria Island:

- (a) Shall not be responsible for any defect in the equipment; and
- (b) Does not warrant that the equipment is suitable for the particular, or any purpose for which it is or may be required; and
- (c) Shall not be liable for any claims and costs whatsoever or howsoever arising out of the hire, use, operation or keeping of the equipment or in any matter relating thereto;
- (d) Shall not be liable for any loss incurred by the Customer arising out of any hire, use or breakdown of the equipment howsoever caused including any bodily injury, death or any property damage or loss of any nature whatsoever.

## 7 TOURS AND ATTRACTIONS

7.1 It is expressly understood and agreed that Encounter Tasmania is acting as a booking agent only on behalf of Nita Education and Aboriginal Cultural Tours and Encounter Maria Island:

- (a) Shall not be responsible for any cancellation alteration of the tour
- (b) Encounter Tasmania is not responsible for the delivery or interpretation of the tour
- (c) Shall not be liable for any claims and costs whatsoever or howsoever arising out persons partaking any tour howsoever caused including any bodily injury, death or any property damage or loss of any nature whatsoever.

## 8 FOOD AND BEVERAGE

- 8.1 Whilst all care is taken to ensure that food allergens are correctly identified, Encounter Maria Island cannot guarantee the total absence of these products in our food or beverages.
- 8.2 Encounter Tasmania will not assume any liability for adverse reactions from the food or beverages consumed, or items customers come into contact with.
- 8.3 By entering into a transaction with Encounter Maria Island, Customers with food allergies accept all risk with regards to food allergens.

## 9 LIABILITY

### 9.1 Transport

- 9.1.1 Encounter Tasmania, its employees, contractors, and business partners are not liable for claims, losses, damages, injuries, costs and expenses suffered, sustained, or incurred as a result of, or in any way connected with a cruise, transfer, disembarking or embarking on any transport or vessel, and/or attending any event or tour unless caused by the wilful misconduct of Encounter Maria Island.
- 9.1.2 Encounter Tasmania cannot guarantee pickup and drop off times and will not be liable for any loss or expenses incurred by passengers due to cancellation, delay or variation of services.

### 9.2 Baggage

- 9.2.1 No responsibility is taken for luggage, freight or personal items and they are transported entirely at the risk of the Passenger.
- 9.2.2 Whilst we will take utmost care for all items, we cannot inspect the condition or method of packing and therefore cannot accept any liability for damage to any items.

### 9.3 Equipment Hire

- 9.3.1 Encounter Maria Island accepts no responsibility for damage including any bodily injury, death or any property damage or losses of any nature sustained by the Customer, passenger, contractor, volunteer or any other person whatsoever arising out of, or incidental to, the hiring of the equipment or anything ancillary thereto, and the Customer, their executors and administrators expressly renounce all claims against Encounter Maria Island in respect thereof other than through the wilful misconduct of Encounter Maria Island.
- 9.3.2 No liability is taken for damage or injury caused by, or arising out of, the use, or incorrect use, of any hire equipment.

### 9.4 Errors and Omissions

- 9.4.1 We will take all reasonable steps to ensure the completeness, accuracy and reliability of this website and any other publications; however Encounter Maria Island is not liable for any errors or omissions in any publications of schedules or in any statements or representations made by the company, its employees, agents or representative in respect of its products or services.

9.4.2 No agent or employee of Encounter Maria Island has authority to provide undertakings or make representations in relation to the provision or timing or any of Encounter Maria Island's products or services that are inconsistent with these terms and conditions. Any such undertaking will not be binding upon Encounter Maria Island except where prior confirmation has been provided in writing.

## 9.5 Parking

9.5.1 Encounter Tasmania does not provide parking facilities and as a result is not liable for any loss or damage caused to vehicles as a result of using our services and Customers agree to park at their own risk.

## 9.6 Release

9.6.1 To the fullest extent permitted by the law, you agree to release us from any actions, claims, suits or demands for any costs, losses (including consequential losses) or damages suffered by you and howsoever arising from your purchase of any item, transport on any vehicle or vessel, or attendance at any tour or event, caused other than by Encounter Tasmania's wilful misconduct or negligence, and then only on a proportional basis.

## 9.7 Indemnity

9.7.1 To the fullest extent permitted by the law you indemnify (and will keep indemnified) us against any costs, losses (including consequential losses), damages and/or other demands raised or claimed by any other person or party suffered by us arising out of you utilising any vehicle or vessel or attending any tour or event other than through Encounter Tasmania's wilful misconduct or negligence, and then only on a proportional basis.

## 10 INSURANCE

10.1 Travel insurance is not provided by Encounter Tasmania for any of its product or service offerings.

10.2 Encounter Tasmania strongly recommends that passengers arrange their own travel insurance.

## 11 INTELLECTUAL PROPERTY

11.1 All images, logos, pictorial representations, names, trademarks, copyrights and other intellectual property used in the website and other marketing of Encounter Maria Island are solely owned by Encounter Maria Island unless otherwise credited.

11.2 No use or reproduction of these items is permitted without the express written permission of Encounter Tasmania.

## 12 LINKS AND EXTERNAL CONTENT

12.1 There may be links to other websites or advertisements of good and services available from other parties on our website. We are not responsible and take no liability for those websites, their content or the goods and services available on them.

## 13 PERSONAL INFORMATION

13.1 We may collect, use, store and disclose personal information about you obtained as a result of you accessing and using the website. You consent to us doing so in accordance with the Encounter Tasmania Privacy Policy.

## 14 GOVERNING LAWS

14.1 These terms and conditions are governed by the laws of Tasmania, Australia