

Discover Travel Shop & P&O Cruises Australia

Terms and Conditions

1. Discover the World Marketing Travel Pty Ltd (DWM) trading as Discover Travel Shop (DTS) is not itself a carrier or hotelier nor do we carry on business as an airline, a shipping company, a coach or bus company, a railway, a hotelier or provider of any kind of transport or accommodation. DTS is an agent only and exercises every care in the selection of reputable airlines, shipping companies, coach and bus operators, railways, hoteliers, and other suppliers of the various travel and associated services which are used on these tours. It is important to note therefore that all bookings made by DTS on behalf of passengers are subject to the terms and conditions and limitations of liability imposed by such airlines, shipping companies, coach and bus companies, railway, hoteliers and other service providers whose services are utilised, most of which limit or exclude liability in respect of death, personal injury and delay and loss of or damage to property including baggage.

DTS strongly recommends that you check the terms and conditions in your contract with the airline, shipping, coach and/or bus companies concerned before making the booking, as you will be bound by them once you have paid the earlier of your booking deposit or the tour price.

DTS also strongly recommends that you take our comprehensive travel insurance against those and other risks (see point 12 below). DTS always does its best to make sure that your holiday arrangements are satisfactory and DTS accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence or that of our employees. However, DTS does not accept any liability whatsoever of nature for the acts, omissions or defaults whether negligent or otherwise of any such airline, shipping company, coach or bus company, railway, hotelier, or other person providing services in connection with your holiday pursuant to a contract between any one of them and yourself (which may or may not be evidenced in writing by the issue of a ticket, voucher, coupon or the like). NOTE: Nothing in the provisions of this clause shall diminish, vary or reduce any right or remedy which you may have by virtue of the provisions of the Australian Trade Practices Act or any other applicable consumer protection legislation.

1. Introduction

These are the terms and conditions under which you book your cruise holiday and travel on any P&O Cruises product we sell you. You are bound by these Booking and Travel Conditions, so it is important that you read them carefully.

P&O Cruises / We / Our / Us means Carnival plc. You are entering into this contract with Carnival plc trading as P&O Cruises, ARBN 107 998 443.

Certain laws such as the Competition and Consumer Act 2010 (Cth) and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for your protection. They are designed to ensure our services are provided with due care and skill and are reasonably fit for a cruise holiday. These Booking and Travel Conditions do not alter any protection given to you by consumer laws.

All prices are correct at the time of publication and are quoted in Australian dollars, unless otherwise noted.

2. Cruise itineraries are not guaranteed

Many factors may affect our ability to provide any particular itinerary. These include weather, mechanical difficulties, civil unrest or other unforeseen circumstances. We agree to use reasonable endeavours to provide a cruise in accordance with our published schedules and itineraries. However, **we do not guarantee itineraries and they do not form part of your contract with us.** If we are unable to operate in accordance with our published itinerary, we may in some circumstances offer you assistance or compensation in accordance with clause 27.

3. Bookings

Each room booked represents an individual booking and can accommodate between one* (1) and four (4) guests, depending on the room configuration. Each booking will be allocated a unique booking reference.

*A single traveller supplement applies to guests occupying a room alone. This will be outlined to you before you book with your travel agent, online or through our Customer Service & Sales team.

If you decide to make your P&O Cruises booking through a registered travel agent, our contract will be with the travel agent, and for this reason, any amendments or enquiries on the booking will need to be made by your travel agent.

A booking, and payments on a booking, can only be made by a person aged 18 years or over.

4. Your agreement with us

When you first make a payment towards your cruise holiday, you represent that you have authority from all guests on your booking(s) to accept our Booking and Travel Conditions on their behalf. Parents/Legal guardians accept the Booking and Travel Conditions on behalf of their children, including those who travel in a separate room or inter-connecting room. Once we have received payment on a booking, an agreement on these Booking and Travel Conditions becomes effective between all guests on the booking(s) and Carnival plc.

5. Payments

Once you have decided on your holiday, we will need a deposit to secure your booking. It is essential that the deposit for each booking, as indicated on your booking confirmation, is received by us within three (3) working days from when the booking is made. If payment is not received within this time, your booking will be cancelled automatically.

Guest Type	Cruise duration (nights)		
	4 or less	5 to 11	12 or more
Adult	\$150	\$250	\$400
Child (6 months to 12 years of age)	\$75	\$125	\$200

Final Payment due 85 days prior to cruise departure.

Please ensure you check the payment conditions, including the deposit requirements, at the time of booking as some promotional fares may have specific payment conditions that may differ from those listed above. Your deposit and final payment due dates will be indicated on your booking confirmation. If we have not received your deposit or final payment by the due date, the booking will be cancelled automatically and our Cancellation and Refund policy will apply.

6. Onboard credit

Onboard credit may sometimes be offered as part of promotional campaigns or they can be pre-purchased. Onboard credit is a monetary amount in Australian dollars which is applied to your onboard account to be used for onboard purchases, excluding casino credit. Any unused portion of the promotional onboard credit will expire at the end of your cruise and is not redeemable for cash at any time, excluding any onboard credit that was pre-purchased and not obtained as part of a promotional campaign, which will be refunded at the end of the cruise if not used. Onboard credit is not transferable between any cruises, including back-to-back cruises.

7. Travel Insurance

We strongly recommend you purchase appropriate international travel insurance at the time you pay your deposit, including on Australian domestic cruises that do not visit international ports. If you do not purchase international travel insurance you may not be able to recover cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan. As Australian Medicare and New Zealand Accident Compensation Corporation (ACC) do not cover your travel onboard, it is important that international travel insurance is purchased for all voyages (including domestic Australian itineraries).

8. Cancellation and Refunds

Although we would love to see you onboard, we understand that plans can change. Should you need to cancel your booking, we ask that you notify your travel agent or our Customer Service & Sales team at your earliest convenience. The refunds or cancellation charges that will be payable depend on the amount of notice you give us, as follows:

Days prior to cruise departure	Cancellation charge
181 days or more	\$0 (Full refund provided)^
180 - 76 days	Deposit amount^
75 - 43 days	25% of total fare^*
42 - 15 days	50% of the total fare^*
14 days or less	100% of the total fare

'Total Fare' is the total amount payable to us for your booking.

^Any Restricted P&O CruiseAir booked will be charged 100% of the total airfare paid as a cancellation fee.

*Any Flexible P&O CruiseAir booked will be charged 100% of the total airfare paid as a cancellation fee if cancelled 44 days or less prior to departure. For Air cancellation fees, please refer to the specific P&O CruiseAir Terms and Conditions.

Please note, your Travel Agent and promotional fares may have different cancellation and refund conditions. Please ensure you check these at the time of booking.

9. Your Fare

Your fare is determined by the fare type, the number of guests in your room, its location on the ship, the amenities offered, port charges, taxes, fees and port expenses, and any applicable airfares including taxes and fees. Child fares, where available, only apply when children are the third (3rd) or fourth (4th) guest in a room and are aged under 13 years.

10. Fare Changes

Once booked, your fare is only subject to any increased taxes, fees and port expenses. You will be notified of this before it is added to your fare or to your onboard account.

Sometimes we will release promotional fares. These can be offered and withdrawn at any time. If after booking you decide to change to one of these promotional fares, you may need to cancel your existing booking and our Cancellation and Refunds policy will then apply.

11. Room Changes

On occasion, we may offer reduced cost upgrades from time to time meaning that you may be offered a higher grade room at a discounted rate. The opportunity of an upgrade is never guaranteed and will always be at our discretion.

It may also be necessary for us to change the room that you have booked and move you to a higher room grade at no extra charge. These are called automatic upgrades and are done without consultation. The higher grade room could be in any part of the ship (forward, mid ship or aft) and could also be on a lower deck. If you have chosen your booked room for a particular reason or you are travelling as a group and would not want to be considered for an upgrade, please let your travel agent or our Customer Sales & Service team know at the time of booking.

If you are lucky enough to receive an automatic upgrade, please note that it is not possible to return to your original booked room. Rooms can still be changed for operational reasons, including when the number of people booked in the room is less than the number of beds in the room (for example, 2 people booked in a quad room) or if you have selected a wheelchair accessible room and do not require one.

In addition, when a booking is made and a specific room number is not selected (known as a 'Guarantee'), the room will be allocated at our discretion in the grade booked, or a higher priced grade, at a later date.

12. Fuel Supplement

We may elect to impose a fuel supplement at any time, in which case any additional fees will apply to new bookings only. The total price quoted to you at the time of booking will be inclusive of any applicable fuel supplement.

13. Name Changes

Once you have made your booking, please check your Booking Confirmation, 'Cruise Control', or with your travel agent to ensure the details are correct. Should you need to make changes to your booking (spelling corrections or to replace a guest*), no administration fees will apply. Please note however, that if you have a P&O CruiseAir package, additional fees will be charged as per the P&O CruiseAir Terms and Conditions. New guests added to bookings, and new bookings made, within 48 hours of departure will be asked for passport information at the time of booking for security clearance. Please note, we are unable to accept new bookings or new guests on existing bookings after 5pm (Sydney time) on the day prior to departure.

*One original guest from the booking must always remain in the room. If all original guests cancel / are replaced, the booking will be subject to applicable cancellation charges. If a cancelling guest was the only person who qualified the booking for a promotional fare (eg. past guest fare), additional and remaining guests will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining guests will need to pay the difference in cost, if any.

14. Pregnancy

Guests who are pregnant during their cruise are required to supply a physicians 'fit to travel' note, including your estimated due date, prior to embarkation. We are unable to accept any guests who will have entered their 24th week or later of pregnancy, by the end of the cruise.

15. Minimum age to travel

Due to limited neo-natal facilities onboard and at the destinations we visit, the following minimum ages apply:

Itinerary	Minimum age to travel
Australian domestic (coastal cruises) and New Zealand domestic (coastal cruises)	6 months
All other itineraries	12 months

In addition, children under three (3) years of age must remain with their parent/legal guardian at all times, including when they attend Kids Clubs.

To ensure there is suitable supervision, there needs to be at least one guest 18 years or older in each room. However, to accommodate families cruising together, children may occupy a separate room to their parent/legal guardian, including an inter-connecting room, providing one child is 16 years or over.

Subject to applicable laws, for cruises departing from an Australian port between 1 November and 7 January, any guest under 19 years of age on the day they board the cruise, must travel in the same room as a responsible adult 19 years or older. In addition, from 8 January to 31 January, there is a limit on the number of guests under 19 years of age who can travel unaccompanied. Once the limit is reached, a responsible adult 19 years or older must travel in the same room. We can advise you at the time of booking whether the limit applies to your booking. P&O Cruises can waive the responsible adult requirement at our discretion. The responsible adult is accountable for guests under 19 years of age in their room for the duration of the cruise, and the 'Rights of the Captain' under clause 28 will be applied to anyone who displays disruptive behaviour.

16. Children & Teenagers

For the safety and enjoyment of all onboard, there are limits on the number of children and teenagers that can be carried within different age groups. The age of the guest on the day they board the cruise, is the age we use for the entire holiday. We can advise you at the time of booking whether we are able to accept bookings for children and teenagers on the cruise you have chosen.

Parents/Legal guardians are responsible for children and teenagers at all times, including when participating in Kids Clubs activities. If a child or teenager displays dangerous or disruptive behaviour, the 'Rights of the Captain' under clause 28 will be applied to both parent/legal guardian and child/teenager.

Children's access to pools and spas may be restricted and children will not be permitted to use any pools and spas marked for adult only use. Children must be toilet trained and under their parent's/guardian's supervision in order to use onboard pools and spas. Children wearing nappies will not be permitted to enter onboard pools and spas.

17. Kids Clubs

Kids Clubs are included in the cruise fare and are divided into four age-specific groups:

- Turtle Cove – 3 to 6 year olds
- Shark Shack – 7 to 10 year olds
- HQ – 11 to 14 year olds
- HQ+ - 15 to 17 year olds

Children under three (3) years of age are welcome to use the Kids Club facilities under the direct supervision of their parent/legal guardian. To attend the Kids Clubs without a parent/legal guardian, children need to be three (3) years of age or over and toilet trained.

Use of Kids Clubs requires daily registration and entry is on a first-come-first-served basis as places are limited. As activities and entertainment for each Kids Club is tailored to the age group, children will only be able to attend the relevant Kids Club for their age. Group child minding for children 3-12 years is available between 10.30pm and 1am only, for a fee.

18. Requirements to Travel

You are responsible to ensure you have all necessary visas, vaccinations and travel documents, including a valid passport or government issued photo identification for domestic cruises.

Without the necessary passport, visas and/or vaccinations, local authorities may deny you boarding, prevent you from going ashore, issue a fine or deny the ship entry into the port. It is also your responsibility to ensure you have all the necessary documentation which permits you to travel.

For international cruises (cruises that visit a foreign port), passports are required for all guests and must be valid for a minimum of six (6) months beyond the date of the cruise return. In addition, travel on a Round Trip Cruise (RTC) from Australia will not be recognised by Australian Immigration to have left Australia and therefore the cruise cannot be used to revalidate an Australian visa.

For domestic cruises (cruises that do not visit a foreign port), a valid passport or government issued photo identification is required (Queensland 'Adult Proof of Age Card' will be accepted, however the older version of Queensland 'Card 18+' will not be accepted). For Australian domestic cruises, a current Medicare card can be used for guests under 18 years of age. For New Zealand domestic cruises, an original or certified copy of the child's birth certificate or a school pass with photo will be accepted for guests under 18 years of age.

19. Illicit items

To ensure a safe and enjoyable holiday for all our guests, it will be necessary for our staff and other parties, such as port and government agencies, to search you and your luggage. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons or illicit substances. You must contact us within three (3) days of disembarking to claim confiscated items which may be returned to you if appropriate. If you do not contact us within this time your item may be destroyed.

20. Alcohol & Gambling

P&O Cruises are committed to the responsible service of alcohol. There may be times when we consider it appropriate to refuse the service of alcohol to a guest for any reason. Guests must be 18 years or over to purchase or consume alcohol, or gamble onboard. Government issued photo identification may be requested (Queensland 'Adult Proof of Age Card' will be accepted, however the older version of Queensland 'Card 18+' will not be accepted).

As part of our commitment to the responsible service of alcohol and to ensure the safety and security of guests and crew, guests are prohibited from bringing alcoholic beverages onboard. Any alcohol purchased on shore will be collected at the gangway for safe keeping and will be returned at the end of the cruise. In addition, for cruises departing on or after 1 November 2014, the following restrictions apply to non-alcoholic beverages being brought onboard:

- Plastic or glass bottled soft drinks (including water) and slab packs of canned soft drinks are not permitted to be brought onboard.
- Each guest can bring onboard a maximum of 12 cans of soft drink loosely packed.

Please note all luggage, including hand and check-in, will be x-rayed at embarkation.

21. Smoking

Smoking is not permitted indoors on any of our ships. This includes your room and private balcony. For those who smoke, there are selected outdoor areas where smoking is permitted and this information will be communicated to you onboard.

22. Lost or damaged luggage and personal belongings

Please make sure that all valuable and important items, such as jewellery, medicines, fragile items, and camera/computer/electrical equipment are carried in your hand luggage and not packed in your main luggage/suitcase or left unsecured in your room or elsewhere onboard ship. Once onboard, all valuables and important items should be stored in your in-room safe.

Where consumer laws and other laws permit us to exclude our liability, we will not be liable for loss of, or damage to, any luggage or other belongings, unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

23. Your Health

We care about the health and safety of our guests. To assist, please advise us at the time of booking if you have any condition that requires medical attention, medication or special treatment. If you have a medical condition, we may ask you to complete a health questionnaire.

If a guest has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person onboard, we can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise you as soon as possible. As long as you have provided us with a completed health questionnaire with all relevant information about the condition, you will be entitled to a full refund if we cancel your booking on the basis of this condition.

Guests who need assistance should always be accompanied by a carer to help with day-to-day activities as our crew and medical staff are unable to act as personal carers.

Please note that some ports can only be accessed using the ship's tenders. Tender ports may not be accessible to guests confined to a wheelchair or with significant mobility impairments.

24. Onboard Medical Centre

Each ship has a medical centre that is staffed by qualified, licensed doctors and nurses, who, in addition to routine office hours, are available 24 hours a day. All P&O Cruises' medical centres are well equipped to handle most medical conditions and have been continuously accredited since 2006 to international healthcare quality standards and certified to ISO 9001:2008. Our medical centres also meet or exceed the current cruise ship medicine guidelines established by the American College of Emergency Physicians.

While all P&O cruises' medical centres are equipped to handle most medical conditions, there may be occasions where it becomes necessary to disembark or evacuate a guest to receive further essential medical treatment. To ensure guest safety, this decision will be made by the onboard doctor and the Captain.

All P&O Cruises' medical centres are only for medical needs arising onboard and cannot cater for treatments that you know you will require while on holiday.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any guest arising from any advice, treatment, care, services or any omission by medical staff. These medical providers exercise their own medical judgement and expertise.

25. Onboard Medical Charges

All cruises on our ships are outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation (ACC) and private health insurance. Consultations, treatments and medication are charged at private rates and must be paid by you and claimed through your international travel insurance.

26. Other Service Providers

While we specialise in cruising holidays, you may choose to book other services with us such as flights and shore tours. We can assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Although our responsibility is onboard the ship, where we arrange these services for you, we will assist in addressing any concerns you may have.

Any arrangements made with other service providers by or for you are your responsibility and entirely at your own risk.

27. Ship & Itinerary Changes

We will do everything we reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect your holiday experience. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances.

In addition, we may charter all or part of the ship, or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the cruise due to operational or commercial requirements. We will notify you of these changes as soon as we can. If we are forced to cancel your cruise for any reason prior to departure we will provide a full refund. Since your itinerary is not guaranteed, please do not make any important arrangements or meetings based on the proposed itinerary.

Changes within our control

Where we make a significant change to the ports in your itinerary prior to departure and this is due to a circumstance within our control, for example for operational or commercial requirements you will have the choice of:

1. the new itinerary;
2. an alternative cruise of comparable standard, if available; or
3. cancelling the cruise for a full refund of your fare paid.

For the purposes of this clause, 'significant change' means a change to the city of departure or disembarkation, or to the majority (by number) of the other ports in your itinerary.

Changes outside our control

If it is necessary to change the itinerary due to safety, maritime law, severe weather, to protect human life or health or other factors outside our control, we will attempt to offer a revised itinerary as close as possible to the original itinerary. We will not provide any compensation in connection with the revised itinerary unless consumer laws require otherwise.

28. Travel restrictions and rights of the Captain

You are responsible for ensuring that no travel restrictions apply to you. If police or any other authority in any jurisdiction notify us of, or we otherwise become aware of, any matter that reasonably causes us to believe your presence onboard presents a risk to your own health or safety or the health or safety of other guests

and crew, we, or the Captain, may deny you boarding. A full refund will be provided to any guest denied boarding on this basis.

Once the cruise has commenced, if a guest seriously affects the safety, well-being or enjoyment of themselves or any other person onboard, the Captain has the right to confine, sedate or disembark the guest. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone onboard, comes first.

29. Leaving the cruise early

If you are required, or choose, to leave the cruise for any reason (unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), we are not responsible for any expenses, including your return home. This also applies if you do not return to the ship in time for sailing after a port visit. If we assist with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

30. P&O Pacific Partnership

P&O Cruises is committed to supporting communities in the destinations we visit. As part of our P&O Pacific Partnership Program a \$1 donation to Save the Children will be automatically added to the onboard folio of each guest aged 18 years or over. This is an optional donation and you may remove it from your account at the Reception Desk before you disembark.

31. Limitation of Liability

Limitation of liability for Recreational Services

Save for liability for significant personal injury caused by Reckless Conduct by us or our servants or agents, we exclude liability for all Excluded Recreational Liabilities arising out of the supply of Recreational Services.

Contributory Negligence

Our liability will be reduced in proportion to any negligence or fault on your part.

Notification of Claims

In the unlikely event you have reason to take legal action against us, you agree to use all reasonable efforts to bring the issue to our attention as soon as possible.

32. Choice of law and jurisdiction

This contract is governed by the laws in force in New South Wales. You agree that any action you bring against us will be brought in Australia. If you have a claim against us, you agree only to bring action against us and not any of our related bodies corporate as defined in the Corporations Act 2001 (Cth).

33. Privacy

Privacy laws safeguard your personal details.

Personal Information

During the booking process and your cruise holiday, we ask for personal information about you. By providing this information, you authorise us to handle your personal information in the ways indicated below:

- to collect personal information within the meaning of the Privacy Act 1988 (Cth) about you:
 - from any third party making a booking on your behalf for cruise administration purposes;
 - if you are travelling as part of a group – from any person in the group for cruise administration purposes;
 - from any third party where it is necessary to provide a health service to you (including a medical disembarkation) and you are unable to provide the information directly;
 - for security purposes;
 - for accident/incident reporting, investigation and management purposes;

Where lawful and reasonably necessary to perform our functions or activities, we may be required to collect sensitive information including, information about health, race and criminal record.

- to disclose your personal information:

- to our service providers, including mailing houses, ticketing companies, marketing agencies, emergency response providers, , claims processors and lawyers for the purpose of enabling them to provide relevant services.
- to our booking centre which is located in the Philippines
- to our customer database service providers which are located in the United States and India
- to related entities within the Carnival group of companies (headquartered in the United States and the United Kingdom with registered branch offices in Australia, New Zealand and Japan) for cruise administration and business operation purposes;
- to your travel agent for cruise administration purposes, including any information relating to travel bans;
- where you book as part of a group – to every guest in your group (excluding credit card details);
- to an emergency contact person you have nominated for emergency management purposes;
- to government departments/agencies/bodies responsible for customs, immigration, ports, quarantine and law enforcement, including police In Australia, New Zealand and each of the ports in your itinerary, for reporting purposes;

Where lawful we may also be required to disclose sensitive information about you to the entities listed above.

- to use and disclose your personal information, and, where lawful, your sensitive information:
 - for product research and development purposes, including conducting past guest surveys;
 - for sending you information about our products and services, including by email and messaging services such as SMS, and to us contacting you by telephone and fax (you may request to be removed from our contact lists at any time);
 - for reporting, assessing, investigating, processing and otherwise managing accidents/incidents, including disclosures to lawyers and insurers;
 - for public health and quarantine purposes;
 - for medical treatment (including medical disembarkation) purposes, including disclosures to health service providers, medical evacuation assistance companies, hotels, airlines, travel agents and, where you are unable to consent, next of kin.
- where your onboard expenses are charged to someone else's credit card – to deliver onboard account statements regarding those expenses to the credit card holder;
- where we need to disclose your personal information to someone who is not in Australia – to transfer your personal information outside Australia;
- where we need to disclose your health information to someone who is not in New South Wales or to a Commonwealth agency – to transfer your health information outside New South Wales or to the Commonwealth agency;
- in the event that you lodge a complaint or claim about any matter with or in relation to us – to use and disclose your personal information for the purpose of reporting, assessing, investigating, processing, responding to and resolving your complaint or claim, including disclosures to relevant government departments/agencies/bodies, courts/tribunals, your travel agent, any authorised representative acting on your behalf and lawyers. You also authorise us to collect from any third party sensitive information about you within the meaning of the Privacy Act 1988 (Cth), and for any third party to disclose personal information about you to us, for the above-mentioned purpose.

Security Cameras

For the safety and security of our guests and crew, we use Closed Circuit Television (CCTV) to monitor and record public areas onboard all our ships. If necessary, this footage may be viewed by our own personnel, advisors and external parties with a relevant interest. We are not responsible for any consequences arising from the viewing or other use of this footage.

If you would like to access or correct your personal information or obtain a copy of our Privacy Policy, please contact us on:

Email: privacy@pocruises.com.au
 Post: PO Box 2006

North Sydney NSW 2059

Alternatively, our Privacy statement can be found online at pocruises.com.au/privacy.

34. Dictionary

In these Booking and Travel Conditions:

- "Australian Consumer Law" means schedule 2 of the CCA and any equivalent state or territory legislation;
- "CCA" means the Competition and Consumer Act 2010 (Cth);
- "Consumer Guarantee" means right or guarantees a guest may have under the Australian Consumer Law or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited;
- "Consequential Loss" means any loss or damage suffered by a guest or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of opportunity;
- "Excluded Recreational Liabilities" means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease;
- "Reckless Conduct" has the meaning set out in section 139A(5) of the CCA; and
- "Recreational Services" has the meaning set out in section 139A(2) of the CCA.