

## Port Phillip Ferries – Terms and Conditions

Defined terms used in the Terms and Conditions are set out in section 12 below.

### 1 Application of these Terms and Conditions

- 1.1 By purchasing a ticket for the Service and/or entering the Ferry Docking Area as a passenger or potential passenger of the Service you agree to be bound by these Terms and Conditions.

### 2 Our liability

- 2.1 To the maximum extent permitted by law and subject to clause 2.2, you agree to take the Service at your own risk. To the maximum extent permitted by law, we exclude all and any liability for all and any loss or damage howsoever arising (including by our negligence or the negligence of our employees or contractors), which arises from, or is in any way related to, the supply of the Service to you.
- 2.2 You may have certain rights under the Australian Consumer Law, including a consumer guarantee that the Service will be supplied with due care and skill. In circumstances where a consumer guarantee under the Australian Consumer Law applies to the supply of the Service, to the extent we are permitted to do so under the Australian Consumer Law, we limit our liability for any failure to comply with that consumer guarantee, to the resupply of the Service (or at our discretion the payment of the cost of a ticket for the Service).
- 2.3 To the maximum extent permitted by law, we exclude all and any liability for all and any loss or damage:
- (a) that is caused by you or results from your failure to take reasonable steps to avoid or minimise the loss or damage;
  - (b) that is caused by events outside our reasonable control; or
  - (c) that is Consequential Loss.

### 3 Timetables

- 3.1 From time to time we may at our discretion publish a timetable for the Service.
- 3.2 While we will make reasonable attempts to provide the Service in accordance with any current published timetable, any published timetable is indicative only.
- 3.3 We do not warrant or guarantee that the Service will run in accordance with the timetable.
- 3.4 We may amend any published timetable without notice.
- 3.5 Individual services may be cancelled or subject to delay without prior notice.
- 3.6 Without limiting the generality of clause 3.5, individual services may be delayed or cancelled due to bad weather or other circumstances beyond our reasonable control.

### 4 Tickets

- 4.1 We reserve the right in our absolute discretion to refuse to sell a ticket for the Service to any person.
- 4.2 We may, in our discretion, limit the manner in which a ticket may be paid for (for example we may not accept payments by cash).
- 4.3 You must have a valid ticket to travel on the Service. We may refuse to provide the Service to you if you are unable to present a valid ticket to us. Travelling on the Service without a valid ticket (or with a ticket that you are not entitled to use) may make you liable to prosecution.
- 4.4 Tickets are non transferrable and are non refundable.

- 4.5 We may offer to sell tickets at concession rates in our absolute discretion. Where we offer tickets at concession rates, we may refuse to sell a concession ticket to you if you do not provide proof that satisfies us that you are entitled to the concession. You may only travel on a concession ticket if you satisfy the requirements for that concession and you must at any time while you are on board the Ferry or the Ferry Docking Area, if requested by us, produce satisfactory evidence to us (for example a concession card) that you are entitled to the concession.
- 4.6 Pricing information for the Service is available on the Website.

## **5 Our right to refuse carriage**

- 5.1 We may refuse to admit on to the Ferry Docking Area (or remove from the Ferry Docking Area) any person that we believe is not compliant with these Terms and Conditions.
- 5.2 We may refuse to admit into the Ferry Docking Area (or remove from the Ferry Docking Area) any Passenger Items that we believe may pose a risk to the safety or comfort of any person or may pose a risk to any property.
- 5.3 We may refuse to admit on to the Ferry (or remove from the Ferry):
- (a) any person that we believe is not compliant with these Terms and Conditions;
  - (b) any person in circumstances where carrying that person on the Ferry may pose a risk to the safe or orderly operation of the Ferry or the safety of any person on board the Ferry (this includes where the Ferry is already at full capacity);
  - (c) any Passenger Item that poses a risk to the safe or orderly operation of the Ferry or the health, safety or comfort of any person on board the Ferry; or
  - (d) any person that we believe is intoxicated.
- 5.4 Carriage of specific Passenger Items may be subject to policies that are published on the Website from time to time.

## **6 Passenger behaviour**

- 6.1 You must not either on board the Ferry or within the Ferry Docking Area:
- (a) engage in potentially hazardous activities such as cycling, rollerskating or skateboarding;
  - (b) perform any commercial activities (including busking);
  - (c) consume any alcohol you may have brought with you;
  - (d) smoke;
  - (e) litter;
  - (f) obstruct walkways; or
  - (g) act in a manner that:
    - (i) is verbally or physically abusive or threatening towards another person;
    - (ii) causes an unreasonable level of noise or other disturbance;
    - (iii) causes any risk to the health or safety of any person;
    - (iv) causes any risk of damage to property; or
    - (v) is otherwise contrary to any applicable laws (including the *Marine Safety Act 2010* (Vic) and the Marine Safety (Domestic Commercial Vessel) National Law).
- 6.2 If you act in a manner described in clause 6.1, we may without notice and without liability, restrain you or confine you to a controlled area or otherwise deal with you as we reasonably see fit.

- 6.3 You are responsible for all of your Passenger Items and you acknowledge and agree that your Passenger Items are carried at your own risk. We do not accept any responsibility for any Passenger Items. We may in our discretion dispose of any Passenger Items that have been left on the Ferry or in the Ferry Docking Area.
- 6.4 You must not bring into the Ferry Docking Area or on to the Ferry any dangerous goods (for example flammable or corrosive liquids).
- 6.5 For the purpose of ascertaining if you are carrying any dangerous goods, we reserve the right, and you agree to allow us on request, to search any bags or containers that you bring in to the Ferry Docking Area or on board the Ferry.
- 6.6 You must not, or attempt to, board or alight from the Ferry while it is in motion or without the permission of the crew.
- 6.7 You must comply with any directions given to you by the crew or any written notices on the Ferry relating to passenger seating or the storage of Passenger Items.
- 6.8 All children 12 years of age or under must be accompanied by a parent or guardian while on board the Ferry or within the Ferry Docking Area.
- 6.9 You must at all times obey any lawful directions given to you by any member of the crew.

## **7 Alcohol**

- 7.1 We practice the responsible serving of alcohol. We reserve the right to cease or suspend service and supply of alcoholic beverages at any time to comply with our legal obligations, or should we otherwise feel the need to.
- 7.2 Passengers under the age of 18 are not permitted to purchase or consume alcohol on board the Ferry or within the Ferry Docking Area. You must provide proof of age identification to us upon request.
- 7.3 Passengers are only permitted to consume alcohol purchased on the Ferry, and must do so within the indicated red line areas. This excludes the boarding area outside the midship doors, wheelhouse and engine rooms as indicated on the Ferry's red line plan.
- 7.4 Passengers are not permitted to take alcoholic beverages purchased on board with them when disembarking the Ferry.
- 7.5 Passengers are not permitted to remain on the Ferry after it has docked so as to finish their alcoholic beverages. Any unfinished drinks must be placed in the bins provided by the Ferry.

## **8 Passengers with mobility impairments**

- 8.1 Subject to clause 8.2, we will, where reasonably practicable, attempt to give priority to the boarding of passengers with mobility impairment.
- 8.2 Passengers must be able to board the Ferry independently (or with the aid of a carer or friend who is travelling with them). Port Phillip Ferries staff cannot operate mobility aids or lift or carry any passengers or mobility aids.

## **9 Variation of these Terms and Conditions**

- 9.1 We may vary these Terms and Conditions from time to time by publishing updated terms and conditions on the Website. These Terms and Conditions may not be varied in any other way.
- 9.2 Without limiting the generality of clause 9.1, none of our employees or contractors working on the Ferry or at the Ferry Terminal are authorised to vary these Terms and Conditions.

## **10 Privacy**

- 10.1 We may collect, use and disclosure your personal information in accordance with our privacy policy published on the Website.

## 11 General

- 11.1 A failure to exercise, or any delay in exercising, any right, power or remedy arising under these Terms and Conditions or under law does not operate as a waiver.
- 11.2 If a provision of these Terms and Conditions is illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions of these Terms and Conditions.
- 11.3 In these Terms and Conditions:
- (a) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
  - (b) the singular includes the plural and the plural includes the singular; and
  - (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation.
- 11.4 A provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms and Conditions.
- 11.5 These Terms and Conditions are governed by and are to be construed in accordance with the laws applicable in Victoria, Australia.

## 12 Definitions

- 12.1 In these Terms and Conditions:
- (a) **Australian Consumer Law** has the same meaning as in the *Competition and Consumer Act 2010* (Cth).
  - (b) **Consequential Loss** means:
    - (i) loss or damage that does not arise directly or naturally from the relevant event giving rise to liability; or
    - (ii) loss that consists of: loss of profit, loss of earnings, loss of anticipated profit, loss of opportunity, loss of revenue, loss of anticipated savings, loss of data, loss of business opportunities or loss of or damage to reputation or goodwill, or any other loss that is pure economic loss; even if such loss arises directly or naturally from the event that gives rise to liability.
  - (c) **Ferry** means any ferry used for the Service.
  - (d) **Ferry Docking Area** includes any buildings, walkways, gangplanks, or other structures or facilities that:
    - (i) we may provide for use by passengers of the Service; and
    - (ii) that are not located on a Ferry.
  - (e) **Passenger Item** means any animal, luggage, goods or other thing that a passenger brings on board the Ferry or seeks to bring on board the Ferry.
  - (f) **Port Phillip Bay** means Port Phillip Bay in Victoria, Australia.
  - (g) **Port Phillip Ferries** means LG Ferries Pty Ltd ACN 610 519 769 trading as Port Phillip Ferries.
  - (h) **Service** means any passenger ferry service supplied by Port Phillip Ferries within Port Phillip Bay.
  - (i) **Terms and Conditions** means these Port Phillip Ferries Service terms and conditions.

- (j) **you** means a person who has purchased a ticket for the Service and/or entered the Ferry Docking Area as a passenger of the Service.
- (k) **we** means Port Phillip Ferries.
- (l) **Website** means <http://www.portphillipferries.com.au/> or such other website as may be used by us to publish the terms and conditions for the Service.



**Port Phillip Ferries**