

Partnership Agreement

Details:			
Partner name / ABN	Australia And Beyond Holidays (AABH) / XX		
Partner Contact	Name	E-mail	Mobile
	XX		
Agreement	This agreement governs terms and conditions for the sale of On Board's experiences by the Partner.		
Commencement Date	27 May 2025		
Term	Until 30 November 2026		
Commission rate	20%		

By signing this form, the Partner acknowledges that they have read and agree to be bound by the terms and conditions herein.

.....

Signature of authorised person

.....

Name of authorised person (print)

ABN: 79 009 550 814

ON BOARD - TASMANIAN EXPEDITION CRUISES

8 Clarke Ave, Battery Point, Tasmania, 7004
0477 100 119 | hello@onboardexpeditions.com.au

1. Pricing

1.1. Scheduled Overnight Expeditions Cruises

- 1.1.1. The prices quoted on our website are the most current prices and are subject to minimum numbers.
- 1.1.2. All prices are in AUD and inclusive of GST.
- 1.1.3. All prices are subject to change. The partner will receive 90 days notice of any changes.
- 1.1.4. Our accommodation is twin share and all our expedition cruises prices per person are based on twin share (two people sharing one cabin).
- 1.1.5. The prices quoted cover (and only cover) the following:
 - 1.1.5.1. Pick up from and return to the departure point designated by On Board;
 - 1.1.5.2. Twin-share accommodation aboard Odalisque II or III during the experience;
 - 1.1.5.3. All meals during the experience;
 - 1.1.5.4. A selection of wine, beers, spirits and non-alcoholic beverages;
 - 1.1.5.5. All national park entry fees;
 - 1.1.5.6. Qualified staff for the duration of the experience; and
 - 1.1.5.7. Use of a life jacket and weatherproof rain poncho.
- 1.1.6. Any other cost is to be borne by the guest.
- 1.1.7. A curated range of wine, beers and spirits is included in the price of this experience. Additional alcoholic beverages, from a top-shelf list, may be purchased at an additional cost
- 1.1.8. No price reduction is available for guests who choose not to avail themselves of the food or drink provided.
- 1.1.9. For solo travellers, On Board provides the following three options.
 - 1.1.9.1. Single occupancy fares are available for a private cabin and guaranteed departure on a particular expedition. Single occupancy fares are available less 25% of the twin-share rate
 - 1.1.9.2. Standby Singles option is available to guests who are flexible with their travel times. Guests are placed on a standby list for their desired expedition and will be contacted 30 days prior to departure should there be availability. Standby Singles will only be charged at the per person rate (no single supplement).
 - 1.1.9.3. Single Guest Match is suitable for guests flexible in their departure date and happy to share a cabin with another guest of the same gender. Like the Standby Singles, they will be placed on a standby list and will be notified as soon as a match becomes available. Once confirmed, they will only be charged at the per person rate (no supplement charged).

1.2. Charters

- 1.2.1. The prices for exclusive charters and floating functions and events are as quoted on our website or upon enquiry. Unless otherwise stipulated, the price includes:
 - 1.2.1.1. Private hire of the vessel;
 - 1.2.1.2. Qualified staff for the duration of the charter;
 - 1.2.1.3. Fuel;
 - 1.2.1.4. All national park entry fees (if required); and
 - 1.2.1.5. Life jacket and weatherproof rain poncho (if required).
 - 1.2.1.6. The inclusion of food and beverages will be specified at the time of quoting.
- 1.2.2. Any other cost is to be borne by the guest.

1.3. All experiences

- 1.3.1. On Board abides by responsible service of alcohol principles as it promotes a safe and enjoyable environment for all guests and staff, and reduces the risk of alcohol-related injury. Staff have absolute discretion around the provision of alcohol and will stop serving and/or prohibit continued consumption of alcohol if guest(s) appear (in the opinion of the staff) drunk or become violent, quarrelsome, disorderly or behave indecently.
- 1.3.2. Without limitation, the following items are excluded from the pricing:
 - 1.3.2.1. Travel insurance;
 - 1.3.2.2. Pre- and post-departure travel arrangements, including accommodation and transport to the collection point and from the return point designated by On Board; and
 - 1.3.2.3. Any expenses not defined as an inclusion in the pricing including tips, personal clothing, medical expenses, items of a personal nature and emergency evacuations (air or sea, including emergency evacuation aboard the vessel Odalisque II or Odalisque III)

2. Commission

- 2.1. See Rates (supplied separately) for gross and nett rates.
- 2.2. Commissionable rate inclusions are accommodation, all meals, alcoholic beverages from a generous inclusive list and national park entry fees.
- 2.3. Commission is not payable on:
 - 2.3.1. The flight transfer component of any expedition cruise or charter.
 - 2.3.2. Flight transfers for Southwest Tasmania itineraries are \$1000 per person return from Hobart to Bathurst Harbour for applicable products (e.g. Port Davey Escape, Wild Walks, Photography Expedition), or \$500/person for a one-way flight (e.g. South Coast Cruise)
 - 2.3.3. Any additional charges, including for additional nights stayed onboard the expedition vessel due to flight delays. (See Section 8).
- 2.4. Commission is available on these products:
 - 2.4.1. Port Davey Escape
 - 2.4.2. Port Davey Escape Wild Walks Expedition
 - 2.4.3. Port Davey Escape Photography Expedition
 - 2.4.4. Port Davey Wild Wellness Expedition
 - 2.4.5. South Coast Cruise
 - 2.4.6. East Coast Expedition
 - 2.4.7. Exclusive Charters

3. Payment

- 3.1. A 20% non-refundable deposit is required to confirm a booking. No bookings will be guaranteed until a deposit has been received and availability on dates requested has been confirmed by On Board.
- 3.2. On Board must receive a deposit of 20% within 72 hours of reservation for a booking to be confirmed. If a deposit is not received within 72 hours, the cabin will be released.
- 3.3. Once the required deposit has been paid, any subsequent discounts or price reductions that are advertised by On Board or any third party will not be applied retrospectively.

- 3.4. For all experiences, final balance of payment is due 90 days prior to departure. If a booking is made 90 days or less from the date of charter, full payment is due at the time of the booking
- 3.5. Payment is available by bank transfer, debit card or credit card. We accept Visa, Mastercard & Amex. There is a payment fee of 1.75% for all credit card payments. We do not charge a fee for payments made via direct deposit.
- 3.6. All payment fees are subject to change. The payment fees specified on our website are the most current.

4. Bookings

- 4.1. On Board requires the partner to provide the information requested in the following form which are issued by On Board as part of the booking process:
 - 4.1.1. Guest Booking Form, which includes, but is not limited to
 - 4.1.1.1. Guest contact details
 - 4.1.1.2. Dietary requirements
 - 4.1.1.3. Medical conditions
 - 4.1.1.4. Weight in kg (for light plane flight)
 - 4.1.1.5. Preferences
 - 4.1.1.6. Emergency Contact
 - 4.1.2. Pre-Departure Questionnaire
 - 4.1.2.1. Pre & post-accommodation details
 - 4.1.2.2. Waiver & Indemnity Form

5. Cancellation by guest

- 5.1. If the guest wishes to cancel their booking, On Board must be notified in writing as soon as possible. Once On Board receives the notice, cancellation will take effect subject to the following:
 - 5.1.1. The date of cancellation is the date On Board receives written notice of cancellation.
 - 5.1.2. If the date of cancellation is
 - 5.1.2.1. More than 90 days prior to departure, the deposit paid is non-refundable but is transferable to another departure within 18 months of original departure dates.
 - 5.1.2.2. Between 60-90 days prior to departure, guest will be charged 50% of the full trip cost with the balance refunded.
 - 5.1.2.3. Less than 60 days prior to departure, no refund is available.
- 5.2. Cancellation by guest will also take effect if:
 - 5.2.1. The guest(s) fail to show at the arranged meeting point for departure at the time stipulated by On Board
 - 5.2.2. Payment of the balance of the booking is not received by On Board by the required time as stipulated in section 3.
- 5.3. No refund will be paid if the guest:
 - 5.3.1. Voluntarily chooses, for whatever reason, to leave the charter after it has commenced, including (without limitation) for reasons of bereavement, injury or illness.

5.3.2. Are directed by On Board to leave or not commence the experience in accordance with these terms and conditions.

6. Booking amendment

- 6.1. If the guest wishes to change their booking, On Board must be notified in writing as soon as possible. Once On Board receives notice, the change will take effect subject to the following:
- 6.1.1. One amendment can be made to original booking, up to 90 days prior to the date of departure, at no cost. Any subsequent change up to 90 days prior to the date of departure will incur a non-refundable fee of \$200 per person;
 - 6.1.2. We do not accept changes to bookings within 90 days of departure.
- 6.2. Changes to experience departure date or transfer of booking to a different experience may incur additional costs payable for any difference in pricing. We will do our best to change the booking to the preferred date, but it may not always be possible.

7. Cancellation by On Board

- 7.1. Our experiences take place in wild and remote wilderness settings. We are at the mercy of nature in all her beauty and all her fury. We will under no circumstance knowingly place at risk the health and wellbeing of our guests and guides. In the case of a Force Majeure Event (as defined below), we may need to cancel a departure with very little notice. In some cases, this can occur after the experience has commenced.
- 7.2. On Board requires a minimum of 4 guests to guarantee a departure. If a cruise does not meet minimum numbers, On Board reserves the right to cancel the departure; however, every effort will be made to consolidate numbers so that the booked experience will successfully depart. Flexibility in this regard would be appreciated.
- 7.3. If we need to cancel a departure for any reason, we will provide the guest with the following options:
- 7.3.1. Hold a credit towards an alternative booking departure date to be used within 24 months, including a guarantee that there will be no additional charges for the future experience;
 - 7.3.2. Provide a replacement experience at a later date convenient to both parties; or
 - 7.3.3. With the exception of cancellations associated with a Force Majeure Event, we will refund booking payment for the cancelled experience.

8. Flight transfer & delays

- 8.1. Some experiences include a transfer to and/or from the vessel by light aircraft. Flights are subject to changeable weather conditions en route, including tidal, sea state, prevailing winds, air traffic control, unscheduled maintenance, or closure of infrastructure by private or government parties and/or other influences outside of our control.
- 8.2. Flights will not depart in extremes of weather and poor visibility. As such, changes to scheduled flight departure times can and do occur, with delays of several hours not unexpected. Flight times may also

be brought forward to account for expected inclement weather at the scheduled flight time. This is the nature of travelling to such a remote area.

- 8.3. In the event of inclement weather or if the flight provider is unable to operate the flight for any reason, On Board will work with the flight provider to ensure that guests are transferred on the next available day/time window in which the transfer can proceed safely.
- 8.4. In relation to flight changes of 12 hours or more, the following policy applies:
- 8.4.1. Where there is a delay to the scheduled start date by 12 hours or more, guests will be consulted before being provided with one of the following options:
 - 8.4.1.1. Where circumstances allow, On Board may extend the experiences' scheduled end date (eg. by an additional day) to match the scheduled duration. This requires vessel availability and for all guests to have flexibility in their itinerary to allow for such an extension. On Board strongly recommends that guests do not arrange onward travel for at least 24 hours after the scheduled end date and time.
 - 8.4.1.2. On Board may provide an experience of a shortened duration within the scheduled dates. In most cases, this will be an experience no more than one night shorter than the scheduled duration. A refund will be provided, calculated on a Per Night Rate less 25%, and offered for each night the booked duration has been shortened. A nett equivalent of this refund will be paid to the agent.
 - 8.4.1.3. Transferring payments to another available departure date
 - 8.4.2. Where there is a delay to the scheduled end time by 12 hours or more, guests will stay an extra night(s) aboard the expedition vessel and will be charged a Per Night Rate less a 25% discount. As per clause 2.3.3, this charge is non-commissionable.
 - 8.4.3. Where the scheduled end time is brought forward by 12 hours or more, a refund is calculated on a Per Night Rate less 25%, and offered for each night the booked duration has been shortened. A nett equivalent of this refund will be paid to the agent.
 - 8.4.4. The Per Night Rate is calculated by dividing the total amount paid by the client for the expedition by the total scheduled duration in nights.
- 8.5. On Board will not be held liable for any costs of guests associated with their travel, accommodation or any other matter due to any flight on any aircraft which does not proceed as scheduled.
- 8.6. In the event that last minute changes to the itinerary are necessary, On Board will reach out to both the partner and the guest(s) by phone or email to provide an update and seek direction, if necessary.
- 8.7. We highly recommend that guests do not arrange onward travel for at least 24 hours after the experience's scheduled end time.

9. Travel Insurance

- 9.1. We strongly recommend that guests obtain comprehensive travel insurance at the time of the initial booking. When selecting a Travel Insurance product, we recommend that it provides cover against personal accidents or injury, medical expenses, emergency repatriation and personal liability, changes to domestic connecting flights, cancellation for any reason including bereavement, delayed flights, lost luggage and personal effects.

10. Evacuations

- 10.1. In rare circumstances, due to injury or unforeseen illness, we may need to evacuate guests from a remote part of the experience. Where an evacuation is deemed necessary by On Board, the full cost of evacuation will be borne by the guest, including but not limited to helicopter costs, return of the vessel Odalisque to Hobart, any associated staff wages and ground transportation costs.
- 10.2. We strongly recommend guests:
 - 10.2.1. Take out specific ambulance cover through their health insurance provider; and
 - 10.2.2. Take out travel insurance to cover (amongst other things) the costs associated with evacuation.

11. Guest and Crew Responsibilities

- 11.1. The trip leader includes both the nominated crew member and any other person nominated by or on behalf of On Board to lead or supervise any aspect of the trip.
- 11.2. On Board's crew and support staff take their roles and responsibilities seriously and if for any reason the trip leader believes, in their absolute discretion, that a guest should not participate in the trip, they may exclude a guest from the trip. In this event, without prejudice to any other condition in these terms and conditions, the guest will be offered the option of taking another experience considered suitable for the guest or a full refund.
- 11.3. All our experiences are group trips and guests need to be conscious of how their actions may impact others. The trip leader is in charge to ensure not only guest safety, but the comfort, safety and enjoyment of the entire group. If for any reason during a trip the nominated trip leader considers a guest should not participate further due to guest committing an illegal act, or in the opinion of the nominated tour leader, the guest's behaviour is causing or may cause danger, distress or annoyance to others, the nominated leader may direct the guest not to continue and the guest must follow their instructions. In this case, the guest will not be entitled to any refund. Travel insurance may compensate the guest depending on the circumstances (and the terms and conditions of the relevant policy).

12. Child Policy

- 12.1. On Board supports multi-generational travel and welcomes guests of all ages on exclusive charters aboard Odalisque III. Guests 7 years and older are welcomed on scheduled overnight expedition cruises.
- 12.2. Guests wishing to indicate their preferences concerning travelling with children are encouraged to advise On Board when making a booking.

13. Risk Warning & Waiver

- 13.1. All guests are required to sign a Risk Warning & Waiver which will be issued by On Board pre-departure.

14. Indemnity Form

- 14.1. All guests are required to sign an Indemnity Form which will be issued by On Board pre-departure.

15. Acknowledgement

- 15.1. By placing a booking, the partner acknowledges that On Board has relied on the representations made by the partner, including in respect of circumstances re travel insurance, age and medical condition and the partner hereby confirms and warrants these representations are true, correct and complete in every respect.
- 15.2. On Board relies on the authority of the person making the booking to act on behalf of the guest(s) on the booking and that person will bind all such guests to the terms and conditions in this agreement.

16. Limitation of liability

- 16.1. On Board does not exclude or limit the application of any provision of any statute (including the Competition and Consumer Act 2010 (Cth)) where to do so would:
- 16.1.1. Contravene that statute; or
 - 16.1.2. Cause any part of these terms and conditions to be void.
- 16.2. Except to the extent condition 18(a) applies, and to the extent permitted by law, On Board excludes all:
- 16.2.1. Statutory liability;
 - 16.2.2. Tortious liability (including negligence);
 - 16.2.3. Conditions and warranties implied by custom, the general law or statute; and
 - 16.2.4. Liability for all special, indirect, incidental, consequential or punitive damage and economic loss, loss of profits, loss of revenue, loss of bargain, loss of goodwill, loss of anticipated savings, or loss of use of products or equipment, arising out of or relating to these terms and conditions, the experience, or any failure to supply or delay in supplying the experience, whether or not On Board was aware or should have been aware of the possibility of such loss or damage.
- 16.3. On Board's liability to guests for any breach of any express or implied provision of these terms and conditions is limited, at On Board's option, to:
- 16.3.1. Refunding the price of the goods or services in respect of which the breach occurred; or
 - 16.3.2. Providing, replacing or repairing those goods or providing those services again.
 - 16.3.3. Guests agree to indemnify and hold harmless On Board and each of its officers, directors, employees, servants, agents or consultants against any losses, costs, claims, damages, expenses, liabilities, proceedings or demands which any of them may directly or indirectly incur or suffer as a consequence of any breach by them of their obligations under these terms and conditions.

17. Jurisdiction

- 17.1. The laws of Tasmania shall apply to these terms and conditions.

18. Photographic Release

- 18.1. On Board reserve the right to take photographic or film records of any of its experiences. Guests should be aware that On Board may use any such photographic or film records for promotional and/or commercial purposes, or joint marketing efforts with third parties, without remuneration to guests. Guests should advise On Board prior to departure if they would prefer otherwise.

19. Confidential Information

- 19.1. On Board and the partner agree, in respect of any Confidential Information:
- 19.1.1. not to disclose such information to any person, without the prior written consent of the disclosing party, unless and until:
- 19.1.1.1. such information becomes generally available to the public in printed publications in general circulation in Australia, through no action, default or other breach by the recipient party; or
- 19.1.1.2. the recipient party is required by law to make disclosure, and then only to such extent; and
- 19.1.2. to keep such documents and any other material containing or incorporating any Confidential Information, in safe custody.

20. Definitions

- 20.1. "On Board" means On Board | Tasmanian Expedition Cruises ABN 79 009 550 814.
- 20.2. "Confidential Information" means this document, any information (regardless of form) disclosed or otherwise made available by a disclosing party to the party receiving the information, for, or in connection with this document, which in the circumstances surrounding disclosure, or because of the nature of the information, ought in good faith be treated as confidential, even if the information was disclosed or created before, or after the date of this document.
- 20.3. "Contract" refers to the agreement between us and the partner you comprised in the booking including these terms and conditions.
- 20.4. "Force Majeure Event" refers to an event(s) or circumstance(s) which includes, but is not limited to, acts of God, natural threats (such as bush fires, impassable snow and unsafe sea conditions), fire, earthquake, flood, windstorm or other extreme weather events civil commotion, riot, blockade or embargo, breakdown, union dispute, epidemic, pandemic, lack or failure of courses of supply, passage of any law, order, regulation, ordinance, proclamation, demand, requisition or requirement or any other act of any government authority, outside of the reasonable control of either parties whether or not foreseeable, which renders performance impossible
- 20.5. "Standard Booking Terms and Conditions" are those terms and conditions found on On Board's website

ON BOARD

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- 20.6. "Guest" means the person(s) so described in the booking.
- 20.7. "Indemnity" means the form of indemnity attached to these terms and conditions and marked "Indemnity".
- 20.8. "Partner" means the ITO, DMC, Wholesaler or Travel Agent signing this document.
- 20.9. "Recreational Services" means services that consist of participation in:
 - 20.9.1. a sporting activity or a similar leisure-time pursuit; or
 - 20.9.2. any other activity that:
 - 20.9.2.1. involves a significant degree of physical exertion or physical risk; and
 - 20.9.2.2. is undertaken for the purposes of recreation, enjoyment or leisure.
- 20.10. "TPA" means Trade Practices Act 1974 (Cth).
- 20.11. "Experience" means any guided recreational services/charter/cruise/tour operated by On Board.
- 20.12. "We/us" is, where the context permits, a reference to On Board.
- 20.13. "You/your" is, where the context permits, a reference to the guest.

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