



Vessel Transfer - Terms and Conditions

Green Operator 1 Pty Ltd (ACN 661 919 839) trading as Dunk Island Group (**Green Operator**) agrees to provide the vessel transfer services described in the booking confirmation (the **Transfer Services**) on the vessel known as Game Changer UVI 452457 or any other vessel used by Green Operator (the **Transfer Vessel**), subject to the terms and conditions set out below:

1. Acknowledgement of Terms

By making a booking, paying a deposit, or undertaking travel on the Transfer Vessel, each passenger (the **Customer**, and any person under their care or supervision) acknowledges and accepts these Terms and Conditions, which contain the entire agreement between the parties in relation to the Transfer Services. The laws of Queensland govern these terms. Where the context requires, Customer refers to and includes the guests or invitees of the Customer.

2. Payment of costs

The Customer agrees to pay the costs set out in the booking confirmation, by the times required. All costs are in Australian dollars and include GST unless otherwise indicated. Transaction and payment fees may apply in addition, depending on the method of payment.

3. Cancellation / Amendment of Services by Green Operator

The Customer acknowledges and agrees that Green Operator may cancel, reschedule, or amend the Transfer Services (or any part of them) in the following circumstances:

- (a) inclement weather, including high seas, storms, cyclones or other dangerous weather events which pose a risk to the safety or well being of customers or staff;
- (b) the unavailability of the Transfer Vessel or any other item essential for the safe conduct of the Transfer Services (caused by any circumstance such as mechanical breakdown, damage by third party, strikes, vandalism, a force

majeure event, government restrictions, closure of any public jetty or essential access route, extreme weather, or the requirements of a third party, such as Cassowary Coast Regional Council, Queensland Police, or AMSA) or any other circumstance beyond the reasonable control of Green Operator; or
(c) payment of costs by the Customer has not been received by the time required.

Green Operator may use its reasonable endeavours to reschedule the Transfer Services, or substitute alternative vessels or logistics providers, but the Customer acknowledges the Transfer Services are provided in an island location with inherent marine risks, and releases Green Operator from any claims for loss, damage or breach of warranty in the event that the Transfer Services are cancelled, amended or rescheduled.

4. Cancellation by Customer

If the Customer cancels the Transfer Services, the following costs are forfeited or payable to Green Operator:

Cancellation more than 36 hours prior	Credit or refund at Green Operator's discretion
Cancellation less than 36 hours prior	100% of costs of Transfer Services

5. Customer's Obligations and acknowledgements

Each Customer agrees to:

- (a) wear lifejackets or other safety equipment when instructed;
- (b) not carry any dangerous goods, explosives, flammable substances, or offensive items on the Transfer Vessel;
- (c) take reasonable care of the Transfer Vessel, and not cause any damage;
- (d) ensure all guests do not smoke cigarettes, vape, consume alcohol or consume illegal drugs on the Transfer Vessel;
- (e) cooperate and follow the reasonable directions of Green Operator and its management staff in the event of an emergency or evacuation; and
- (f) ensure the adequate and responsible supervision and care of any guests under 18 years.

Each Customer acknowledges:

- (g) Green Operator may refuse carriage to any person who appears intoxicated, disorderly, or otherwise poses a risk to themselves, other passengers, or the crew;
- (h) that departure and arrival times are not guaranteed;
- (i) Green Operator accepts no responsibility for consequential loss (such as missed connections, accommodation or other travel plans); and
- (j) travel insurance is the responsibility of each Customer.

6. Personal property

The Customer acknowledges and agrees that any personal property, baggage, luggage or valuables are carried at the risk of each Customer or their guests. Green Operator accepts no responsibility for lost, damaged or stolen items.

7. Release and waiver

The Customer acknowledges marine transfers inherently involve risks, and to the extent permitted by applicable law, each Customer releases and indemnifies Green Operator, its employees, agents, officers and contractors from all liability, loss, costs and expense arising from all personal injury, property loss, damage or death caused by any circumstance in connection with the Transfer Services, except to the extent caused by the negligence or wrongful act of Green Operator.

8. Personal information

The Customer acknowledges and agrees that any personal information provided to Green Operator will:

- (a) be used for the purpose of providing the Transfer Services, or any services reasonably in connection therewith; and
- (b) be handled in accordance with the Privacy Policy published at www.dunkislandcamp.com.au as amended from time to time.

9. CCTV and Security

The Customer acknowledges that Green Operator operates closed circuit television and other surveillance devices for the purpose of maintaining security. Such footage may be provided to Queensland Police for law enforcement purposes.

10. Dunk Island General Terms

The Customer acknowledges and agrees that entry onto those parts of Dunk Island under the control and operation of Green Operator is subject to the Dunk Island General Terms published at www.dunkislandcamp.com.au as amended from time to time.