These Terms of Use (Terms) govern your access to the Vessel and use of the charter services (Charter) of Fraser Fishing Life Pty Ltd t/as Aroona Luxury Boat Charters ABN 50 651 492 796 (Aroona, Our, We, Us). Please read these Terms carefully before booking and using the Charter. If you do not agree to these Terms, you may not access the Charter and We may terminate any booking you may have with us. Aroona may amend these Terms from time to time and the amended Terms will be available on our website and will be binding from the date of publication. Your continued use of the Charter after such publication will constitute your consent to be bound by the amended Terms. These Terms also include any policy documents provided to You by Aroona or published on Our website.

"Aroona Luxury Boat Charters," "we," "us," or "our" means the business providing the Charter services.

"Vessel" or "Vessels" means, collectively, Aroona (21m), Zephyr (6.6m), Makani (6.6m), and Hornet (5.2m).

1. The Charter

(a) The Charter includes the services offered from time to time by our crew and Vessels — Aroona (21m), Zephyr (6.6m), Makani (6.6m), and Hornet (5.2m) — including, but not limited to, access to the Vessel selected in your booking.

2. Bookings and Fees

(a) The payment obligations set out in this clause 2 apply only to the person, agent, family member, or business that has been invoiced for, and is responsible for, payment of the Charter fees (the Payer). If you are not the Payer, this clause 2 does not apply to you and you should proceed to clause 3.

(b) Quotations are valid for 7 days and are estimates only. Quotations may be altered or amended in accordance with the operator or client's requirements. Relocation fees will be included in the quote if applicable.

(c) All quotes and rates are made in Australian Dollars. Payments must be made in Australian dollars. Payments are to be made by electronic transfer or credit card. No surcharge or fee is added for payment by credit card.

(d) At the time of booking, an invoice will be sent with payment details. A 25% deposit is required by the due date noted on Our invoice to confirm the Charter booking otherwise the booking reservation will be automatically cancelled.

(e) The booking is confirmed upon receipt by Aroona of the deposit and the receipt by Aroona of this Terms and Conditions form signed by each guest under that booking.

(f) The balance of fees noted in Our invoice must be paid to Aroona no later than 60 days prior to the commencement date of the Charter. At this time final numbers of guests must also be confirmed and signed Discharge of Liability forms provided for any additional guests not identified at the time of booking. If the Charter booking is made within 60 days of commencement date, the full fee will be payable to confirm the booking.

(g) If payment of the balance of fees is not received by the due date noted on our invoice, We may cancel your booking and retain your deposit.

(h) All fees payable by you exclude GST (unless stated otherwise). If a supply made by Aroona to you is a taxable supply under A New Tax System (Goods and Services Tax) Act 1999, you must pay Aroona an amount equal to the GST Aroona is required to pay on the taxable supply.

(i) All fees payable by you include reef tax (Environmental Management Charge EMC). All funds received as EMC payments are paid to management of the Great Barrier Reef Marine Park including education, research, ranger patrols and policy development.

(j) Fuel surcharge: due to the changing environment with fuel prices, Aroona has had to implement a fuel surcharge. If the price of fuel is above $2.20 per litre, the difference will be charged at the beginning of the Charter. Only the additional cost at the fuel pump will be charged, and no extra margin or fee will be added.

3. Cancellation

(a) All Charter cancellations must be received by Aroona in writing.

(b) The following will apply in the event of cancellation:

(i) Cancellations made 180 days or more prior to commencement of the Charter will forfeit 100% of the deposit and no refund of the deposit will be made, unless a replacement booking can be made in the next 12 months, in which case 30% of the deposit will be allocated to your replacement booking. No further fees are payable by you if you cancel at this stage.

(ii) Cancellations made from 179 to 90 days prior to commencement of the Charter will forfeit 100% of the deposit and no refund of the deposit will be made, unless a replacement booking can be made in the next 12 months, in which case 20% of the deposit will be allocated to your replacement booking. No further fees are payable by you if you cancel at this stage.

(iii) Cancellations made less than 90 days prior to commencement of the Charter will forfeit 100% of the total Charter fees and no refund will be made. If you have not yet paid the total Charter fees at the time of cancellation, you must pay Aroona the outstanding balance within 7 days of cancellation. No amount will be allocated to a replacement booking.

(c) Any amount allocated to a replacement booking under clauses 3(b)(i) and 3(b)(ii) is available once only, applies to a single replacement Charter, and expires 12 months from the date of your original cancellation.

(d) Cancellation due to inclement or unsafe weather will be made at the Captain's discretion and every attempt will be made to reschedule the Charter. If Aroona is unable to reschedule the Charter at a time that is convenient for the client within the next 12 months then:

(i) in the event the Charter has not commenced, 35% of the total fees will be refunded; or

(ii) in the event the Charter has commenced, 35% of the fees prorated on a daily basis will be refunded for each cancelled day of the Charter.

(e) In the event that the Charter has commenced and is unable to be completed due to mechanical failure the Charter fee will be refunded on a pro rata basis.

4. Your obligations

(a) You must follow all lawful directions, rules, notices or instructions of Aroona's Personnel at all times including in relation to the health and safety of yourself, other passengers and the Aroona Personnel, the management of the Vessel, and the use of all Equipment.

(b) The Captain of Aroona is suitably qualified and carries the necessary licenses for Aroona's specifications. You acknowledge and agree that you must recognize the authority of the Captain in all matters, including in relation to safety (including service of alcohol), navigation and speed of Aroona and Equipment and in relation to anchorages and itinerary changes due to adverse weather or Force Majeure Events.

(c) You must take reasonable precautions for the safety of yourself, other passengers and Aroona Personnel.

(d) You must provide honest and up to date medical information to Aroona when requested, including on the Passenger Dive and Snorkeling Forms.

(e) You are responsible at all time for any children in your care under the age of 18 years. You are responsible for ensuring a responsible adult is at all times supervising children in your care. You acknowledge that Aroona Personnel are not responsible for the supervision of children. You are responsible for authorizing, or otherwise, the activities in which children in your care may participate.

(f) Passengers who are over 34 weeks pregnant at the time of the Charter may only take part in the Charter with written approval from a medical professional. Pregnant passengers acknowledge that travel by boat carries inherent safety risks and agree to take part in the Charter at their own risk.

(g) You acknowledge that while Aroona Personnel are trained in first aid, a doctor is not available during the Charter. You accept all responsibility for any pre-existing medical conditions and medications.

(h) You are responsible for your Personal Property and for its safe storage and use during the Charter.

(i) You must not bring dangerous goods onto the Vessel including weapons or ammunition unless expressly agreed by Aroona. Where Aroona has been notified and has agreed prior to the commencement of the Charter, dangerous sporting equipment including spearfishing equipment may be brought onto the Vessel. You accept all responsibility for the transport, storage and use of any dangerous goods and sporting equipment that you bring onto the Vessel.

(j) You must not bring illegal substances onto the Vessel, nor use illegal substances during the Charter.

5. Aroona rights

(a) Aroona reserves the right to cancel, vary or terminate the Charter or arrange for the removal of passengers where:

(i) passengers breach any obligations set out in clause 4;

(ii) passengers engage in abusive or threatening behavior towards other passengers or Aroona Personnel; and

(iii) you become unwell or Aroona Personnel become aware that you are suffering from any condition that may make it unsafe for you, other passengers or Aroona Personnel if you remain on the Charter.

(b) Aroona may request that you show the contents of any bags or other Personal Property if we reasonably suspect you are breaching your obligations as set out in clause 4 and you must cooperate with such request.

(c) Charter fees will not be refunded to you in the event of cancellation, variation or termination of the Charter caused by your breach of the obligations set out in clause 4.

6. Your Personal Property

(a) Subject to clause 4(i) you may bring Personal Property onto the Charter.

(b) You acknowledge that carrying Personal Property on a sea vessel is inherently risky. Some risks to Personal Property may include water or weather damage, loss overboard, breakage due to movement of the Vessel, fluctuations in generator power that may damage electronical equipment and theft by pirates. You accept full responsibility for all risks to Personal Property and indemnify us for any damage caused to your Personal Property.

(c) You accept responsibility for the transport, storage and use of your Personal Property, including damage to property or injury to passengers, caused by your, or other passengers, use of your Personal Property.

(d) In the event Personal Property is left on board the Vessel after the Charter we will make reasonable attempts to notify you. If we cannot notify you, or you fail to arrange for its collection within 7 days after the Charter, we may retain, sell or otherwise dispose of the property at our discretion.

7. Recreational activities

(a) You acknowledge that the Charter may include Recreational Services and Dangerous Recreational Activities, or may be conducted as a Research Charter, Film Charter, or Work Boat Charter, all of which carry inherent risks and that you may be exposed to the risk of serious injury or death during the Charter. You acknowledge that the risk of serious injury or death may be increased by, among other things, unpredictable weather conditions, the nature of a moving vessel on water, your own actions or failure to act, and the actions or failure to act of other passengers on the Charter and being in remote locations. Obvious risks of taking part in a Charter may include, but are not limited to, rough weather and injury caused by rough weather, drowning, sinking, exposure, seasickness, injury caused by moving boat parts and moving about the Vessel, and injury caused by taking part in recreational Charter activities, or during a Research Charter, Film Charter, or Work Boat Charter.

(b) Dangerous Recreational Activities associated with obvious risks of injury or death may include, but are not limited to, spear fishing, water sports and use of water sport vehicles, surfing, Kite surfing or foil boarding, diving, snorkeling, drop dives, exposure to dangerous marine animals and expeditions to remote locations.

(c) A Research Charter, Film Charter, or Work Boat Charter may include, but is not limited to, filming and photography, marine research and data collection, deployment and retrieval of equipment, diving or towing operations in support of research or filming, and other commercial or work-related use of the Vessel and Equipment.

(d) You voluntarily assume all such risks set out in this clause 7.

8. Force Majeure

(a) You acknowledge that adverse weather or sea conditions may lead to a delay, alteration or cancellation of the Charter.

(b) Aroona does not breach these Terms nor incur any liability for any Loss incurred or suffered by you if the Charter is delayed, affected or canceled because of a Force Majeure Event.

(c) If a Force Majeure Event occurs, Aroona may at any time delay, alter or cancel the Charter which may include removal of passengers and Personal Property from the Vessel.

PLEASE NOTE – TRAVEL INSURANCE is highly recommended as set out in clause 9 below.

9. Insurance

(a) Aroona strongly advises that you arrange travel insurance from the day you pay your deposit to insure against the loss of deposit or whole Charter fee in the event of having to cancel your Charter booking, or cancellation due to weather or force majeure. Your insurance should also cover lost baggage, Personal Property, personal injury and medical evacuation and/or medical expenses.

(b) You acknowledge that:

(i) you are solely responsible for arranging your travel and emergency evacuation insurance and ensuring that it covers your Charter activities;

(ii) you are responsible for the payment of any excess on an insurance claim; and

(iii) Aroona accepts no liability for any Loss caused by your failure to effect or maintain these insurances.

10. Liability

(a) To the full extent permitted by law, Aroona excludes the following:

(i) Any term or warranty that may be implied into these Terms;

(ii) Any liability in negligence for harm suffered by you or any other person as a result of the materialization of an obvious risk of a Dangerous Recreational Activity engaged in by the person suffering harm, whether or not that person was aware of the risk;

(iii) Any liability for:

A. death;

B. physical or mental injury (including the aggravation, acceleration or recurrence of such injury);

C. the contraction, aggravation or acceleration of any disease of an individual; or

D. the coming into existence, the aggravation or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community,

arising out of, or in connection with, the supply of Recreational Services to you, unless the significant personal injury suffered by you is caused by the Reckless Conduct of Aroona. The Recreational Services provided by Aroona involve risks and may result in serious injury or death. Under the Australian Consumer Law we are entitled to ask you to agree that the Consumer Guarantees do not apply to you. By participating in the Charter you agree that your rights, and the rights of your legal personal representative, to sue Aroona if you are harmed are excluded or restricted as set out above.

(iv) Any liability for death, physical or mental injury (including the aggravation, acceleration or recurrence of such injury), the contraction, aggravation or acceleration of any disease, or any other loss or damage, arising out of, or in connection with, a Research Charter, Film Charter, or Work Boat Charter, except to the extent that such loss or damage is caused by Aroona's gross negligence or wilful misconduct, or such liability cannot be excluded by law. By engaging Aroona for a Research Charter, Film Charter, or Work Boat Charter, you agree that Aroona's liability for Loss arising from those activities is excluded or limited as set out in this clause 10.

(b) Notwithstanding any other provision of these Terms, Aroona is not under any circumstances liable for any Consequential Loss suffered by you or any third party or for any Loss or damage to any Personal Property.

(c) Aroona accepts no responsibility nor liability for any loss or damage arising out of or in connection with:

(i) Your breach of these Terms;

(ii) A passenger’s pre-existing medical condition;

(iii) You bringing Personal Property onto the Charter;

(iv) The conduct of, or your failure to supervise, any children or disabled person in your care;

(v) Your negligent conduct, including excessive consumption of alcohol;

(vi) Cancellation, alteration or delay of the Charter, or removal of passengers or Personal Property from the Charter due to a Force Majeure Event; or

(vii) Equipment or activities associated with a Research Charter, Film Charter, or Work Boat Charter, carried out by you, or by your employees, contractors or agents, onboard the Vessel.

(d) Subject to this clause 10, and to the extent permitted by law, you agree that our liability to you is limited to the payment to you of the cost of having the Charter supplied again.

11. Indemnity

(a) You must indemnify Aroona for any Loss or damage that we suffer as a result of:

(i) Your breach of these Terms;

(ii) You bringing dangerous goods onto the Charter (unless expressly permitted by us);

(iii) You bringing illegal substances onto the Charter;

(iv) Damage caused by you to the Equipment;

(v) Your failure to:

A. follow the lawful and reasonable instructions of Aroona;

B. recognize the authority of the Captain of Aroona;

C. disclose a pre-existing medical condition including COVID-19; or

D. arrange travel or emergency evacuation insurance;

(vi) Your engagement in abusive, threatening, or criminal behavior;

(vii) The use by you or other passengers or third parties of your Personal Property;

(viii) Your negligence, breach of law or willful act or omission; and

(ix) The conduct of any Research Charter, Film Charter, or Work Boat Charter activities carried out by you, your employees, contractors or agents, or the use of any equipment brought onboard by you in connection with those activities.

(b) If you require medical care or emergency medical evacuation, you, or your personal legal representative, indemnify us for any Loss, expenses, costs, or charges we incur in relation to obtaining medical care or emergency evacuation.

12. General

(a) Part or all of any of the provisions of these Terms that are illegal or unenforceable will be deemed severed from these Terms and the remaining provisions of these Terms will continue in force.

(b) These Terms are governed by and construed in accordance with the law for the time being in force in the State of Queensland and the parties submit to the exclusive jurisdiction of the courts of that State.

(c) Aroona does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a breach does not operate as a waiver of any other breach. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

(d) The Discharge of Liability form, Passenger Diving Form and Passenger Snorkeling Form form part of these Terms.

13. Glossary

Consequential Loss means loss which is not direct loss (being loss arising naturally from the breach according to the usual course of things, regardless of whether the parties considered the effect of the breach at the time they made the contract), and includes any special, exemplary or punitive damages, incidental, indirect or

consequential damages, losses or expenses, and any loss of use, revenue, profits, reputation, goodwill, business opportunity or anticipated saving.

Dangerous Recreational Activity means an activity engaged in for enjoyment, relaxation or leisure that involves a significant degree of risk of physical harm to a person.

Equipment means any tender vessel, Research or filming equipment, and sports equipment.

Film Charter means a Charter under which the Vessel and Aroona's crew are engaged to support film, television, video, or photographic production activities, including the transport of film crew, cast, and production equipment, and the use of the Vessel as a filming location or platform.

Force Majeure Event includes but is not limited to any act of god, natural or other disasters, severe adverse weather or sea conditions, explosion, flood, fire, person overboard, response to a distress signal, rescue response or activity, medical emergency, war, pirate activity, invasion, terrorism, disease, epidemic or pandemic, quarantine restrictions, rebellion, riot, civil disorder, government acts, restrictions, regulations, orders, or refusal to grant licenses or authorizations of any kind, industrial action, seizure or arrest under legal process, port congestion, docking delays, supply delays, machinery breakdown, or any other event beyond Aroona's reasonable control.

Loss means any loss, cost, expense, damage, charge or liability of any kind including (unless otherwise specified) any Consequential Loss.

Payer means the person, agent, family member, or business that has been invoiced for, and is responsible for, payment of the Charter fees.

Personal Property means your property that you bring onto the Charter, and may include but is not limited to Equipment, sporting vehicles, cameras and filming equipment, jewelry, computers, research and scientific equipment, equipment and phones.

Personnel means staff, employees, officers, contractors and agents.

Reckless Conduct has the meaning set out in section 139A(5) of the Competition and Consumer Act 2010 (Cth).

Recreational Services means Charter services that consist of participation in a sporting activity or a similar leisure time pursuit; or any other activity that:

(a) involves a significant degree of physical exertion or physical risk; and

(b) is undertaken for the purposes of recreation, enjoyment or leisure.

Research Charter means a Charter under which the Vessel and Aroona's crew are engaged to support scientific, environmental, or marine research activities, including data collection, sampling, deployment and retrieval of research equipment, and transport of researchers, scientists, or other research personnel and their equipment.

You means the passenger taking part in the Charter and includes that passenger's children taking part in the Charter.

Vessel means the vessel operated by Aroona under your Charter booking, being Aroona (21m), Zephyr (6.6m), Makani (6.6m) or Hornet (5.2m), as specified in your booking confirmation.

Work Boat Charter means a Charter under which the Vessel is used as a platform to support commercial, industrial, or other work-related activities that are not for the purposes of recreation, enjoyment or leisure, including but not limited to survey, inspection, salvage, diving support, or equipment transport.

STATEMENT OF UNDERSTANDING:

By signing below, you acknowledge that you have read, understood, and accepted all the terms and conditions listed above. You also agree that any claims or disputes regarding this document or your participation in this expedition will be governed by Australian law in the state of Queensland.

**Anyone under the age of 18 this must be signed by a parent or legal guardian*

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