

## CONDITIONS OF CARRIAGE

### 1. Terminology

Terminology	Meaning
Activities	Any recreational activity on or around the Vessel, which may include the Kids Play Area, Game Zone, Flavours of Tassie and onboard entertainment.
Animals	Any domestic animal or pet owned or accompanied by you or in your possession, custody or control, but excluding livestock.
Assistance animals	Means a dog or other animal that meets one of the criteria at points 1, 2 or 3 below: <ol style="list-style-type: none"> <li>1. accredited under a law of a State or Territory of Australia that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability; or</li> <li>2. accredited by an animal training organisation prescribed under the <i>Disability Discrimination Act 1992</i> (Cth); or</li> <li>3. trained to both:               <ol style="list-style-type: none"> <li>a. assist a person with a disability to alleviate the effect of the disability; and</li> <li>b. meet standards of hygiene and behaviour that are appropriate for an animal in a public place.</li> </ol> </li> </ol>
Authorised Agent	Means an agent authorised by us to undertake Ticket sales for Voyages on the Vessel on our behalf.
Baggage	Any personal luggage you take on board the Vessel, subject to these Conditions of Carriage.
Carriage	The Carriage by sea of Passengers and their Baggage, Vehicles, animals and other authorised property.
Commercial Vehicle	Any motor Vehicle or trailer that is: <ol style="list-style-type: none"> <li>a) not primarily designed for the Carriage of Passengers – including: prime movers; trucks; tractors; or any Vehicle charged a freight rate by us;</li> <li>b) designed for the Carriage of Passengers but being utilised to transport freight or commercial goods at the time of sailing;</li> <li>c) unregistered at the time of sailing; or</li> <li>d) not sailing on the same Voyage as you.</li> </ol>
Conditions of Carriage	These Conditions of Carriage and the Special Conditions.
Consequential Loss	Includes Loss of or damage to any of the following: revenue, income, business, profits, production, goodwill or credit, business reputation, future reputation or publicity, use, interest, credit rating, anticipated savings and/or opportunity whether direct, indirect or consequential; as well as Losses arising from claims by third parties and any other Loss, expense, damage or cost incurred by a party or any other person that is special, indirect or consequential.
Contract	The agreement between the Passenger and TT-Line for the provision of the Services constituted by these Conditions of Carriage (as amended from time to time), your Booking Itinerary, any conditions issued with the Ticket and any other terms and conditions agreed by TT-Line and the Passenger in writing in connection with the Services.
Dangerous Goods	Includes all items listed as Dangerous Goods under the International Maritime Dangerous Goods Code – Australian Government.
Dangerous Items	Dangerous Goods, Weapons, Firearms, ammunition, LPG/propane cylinders, containers of flammable material or any item that we consider, in our absolute discretion, to be of a dangerous nature. Also see: Unauthorised Dangerous Items.
Excluded Recreational Liabilities	Liabilities described in clause 139A(3) of the <i>Competition and Consumer Act 2010</i> (Cth) which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease.
Fare	The monetary fee paid to TT-Line for the Carriage performed or to be performed by TT-Line pursuant to these Conditions of Carriage.
Firearms	Pistols, rifles, shotguns, spear guns, fishing spears, bows, spears and any items of a similar nature.

Freight Terms and Conditions	Means the terms and conditions applicable to the Carriage of freight.
Legislative Requirements	Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of any relevant jurisdiction; or certificates, licences, consents, permits, approvals and requirements that we are subject to in any relevant jurisdiction.
Loss	Any Losses, including Consequential Loss, liabilities, damages, costs, charges or expenses, including fines or penalties.
Passenger	Any person (including a minor) travelling on a Ticket who is carried or is to be carried on a Vessel.
Pension Fare	Has the meaning given to it in clause 5.2.
Private Vehicle	A registered motor Vehicle or bicycle that is: <ul style="list-style-type: none"> <li>a) designed for the Carriage of Passengers – including but not limited to: a motor car, van, utility, four-wheel-drive, or station wagon; a motorhome or campervan; a motorcycle; a towed boat, caravan or trailer containing personal effects; or a minibus, coach, or bus equipped to seat more than 8 adult persons; and</li> <li>b) not a Commercial Vehicle.</li> </ul>
Public Health Requirements	Any direction, advice, order, restriction, recommendation or guideline issued by State or Federal Government in relation to public health.
Reckless Conduct	Has the meaning set out in clause 139A(5) of the <i>Competition and Consumer Act 2010</i> (Cth).
Recreational Services	Has the meaning set out in clause 139A(2) of the <i>Competition and Consumer Act 2010</i> (Cth).
Representative	Means, as to TT-Line, TT-line's managers, directors, officers, crew, staff, contractors, consultants, advisors, agents, and other representatives of TT-Line.
Security Screened	The requirement to receive clearance to enter certain areas or the Vessels by foot or in Vehicles. This will involve methods, equipment and techniques to detect dangerous or prohibited items.
Services	The Services offered from time to time by TT-Line, under the Contract including but not limited to the Carriage outlined in the booking itinerary.
Special Conditions	Any conditions that are referred to as "Special Conditions" in these Conditions of Carriage.
Specific needs	Any mobility, hearing and or sight impairments, includes travelling with a guide/hearing dog or other assistance animal. Any medical conditions which may impact on travel or your ability to access or move around the vessel. Includes the requirement to travel with a carer.
Ticket	Any document (electronic or otherwise) evidencing a Contract of Carriage with TT-Line. This includes a valid Booking Itinerary, e-Ticket, boarding voucher or pass which shows that the holder and/or any other person named therein is entitled to the Services.
TT-Line, Spirit of Tasmania, we, us, our, ourselves	TT-Line Company Pty Ltd (ABN 39 061 996 174).
Unauthorised Dangerous Item	A Dangerous Item carried on board without our permission and/or contrary to the rules and regulations set out in these Conditions of Carriage, or regulations or any other rules otherwise communicated to you by us.
Vehicle	A Commercial Vehicle and/or a Private Vehicle (as the case may be).
Vessel	Any Vessel, ship or other craft used in connection with the Contract and includes any Vessel owned, chartered, hired, used, operated or managed by us.
Voyage	The whole of the Voyage performed or undertaken or to be undertaken under these Conditions of Carriage.
Weapon	Any object, instrument or device used or designed for attack or defence, including but not limited to knives and any other Weapons defined in the <i>Maritime Transport and Offshore Facilities Security Regulations 2003</i> .

You, your or yourselves	The Passenger.
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**2. How we interpret terms used in these Conditions of Carriage**

- 2.1 In these Conditions of Carriage:
- (a) A reference to a convention, protocol, statute, statutory provision or any other legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time.
  - (b) A reference to times or timings referred to in the sailing schedules, other notices or literature produced by us are expressed in local time, unless otherwise stated.

**3. Subject to applicable laws**

- 3.1 These Conditions of Carriage do not apply to the extent that they are inconsistent with laws that apply to your Carriage. For example, the Australian Consumer Law (schedule 2 of the *Competition and Consumer Act 2010* (Cth)) provides consumers with a number of consumer guarantees that cannot be excluded or limited. They are designed to ensure our Services are provided with due care and skill and are reasonably fit for the Voyage. These Conditions of Carriage are therefore subject to, and will not apply to the extent that they limit or exclude, such consumer guarantees applicable to consumers.

**4. Service conditions**

- 4.1 We are not a common carrier and do not contract as such.
- 4.2 We may subcontract the performance of the whole or any part of the Services without seeking your consent. These Conditions of Carriage apply in connection with that subcontract.
- 4.3 All departure, arrival and journey times and the identity of Vessels shown on any Ticket, advertisement or notices are estimates only and cannot be guaranteed. We may change sailing schedules, routes and Vessels including accommodation type booked on vessel without notice, for any reason, and without incurring any liability whatsoever to any Passenger for any Loss suffered or incurred by that Passenger.
- 4.4 If for any reason (as determined by the Master, whose opinion is final) the Vessel is:
  - (a) Prevented from reaching the named port of destination; or
  - (b) Cannot safely enter or lie in any port, harbour, or roadstead or pass any usual port of call en route.
 Passengers for such ports will be landed at the next practicable port of call with their Baggage and any accompanying Vehicle. We are not liable to Passengers for any Loss they may suffer or incur in respect to the exercise by us of our rights under this clause.

**5. Ticketing**

- 5.1 **Group bookings**  
 If a single Ticket is issued to a person in relation to a number of Passengers travelling in a group, the person to whom the Ticket is issued will be held to have contracted with us as agent for and on behalf of all the Passengers in the group travelling on that Ticket, and all such Passengers will be deemed to have entered into, and be bound by the Contract and the person to whom the Ticket is issued will be deemed to have warranted to us that he or she has authority to contract on behalf of all of the Passengers travelling on the relevant Ticket.

5.2 **Fares**

The following fares apply to Passengers:

Fare type	Rules and applicability
Adult Fare	Applies to any person who is not eligible for a Pension Fare, Child Fare or Infant Fare (below).
Pension Fare	Applies to any person who meets the requirements set out under Special Condition A as attached. Note: You must present your valid Australian Pensioner Concession Card at check-in.
Child Fare	Applies to all children between the ages of 3 and 15 years at the time of sailing.
Infant Fare	Applies to all infants between the ages of 0 and 2 years at the time of sailing.

5.3 **Payment**

- (a) We accept payment for fares by major credit card, debit card or PayTo. Card payment fees apply.
- (b) We also accept Spirit of Tasmania Gift Vouchers. See <https://www.spiritoftasmania.com.au/terms-and-conditions/gift-vouchers> for any special terms and conditions applicable to Spirit of Tasmania Gift Vouchers.
- (c) If we do not receive payment of your Fare by the applicable date or time, we may cancel your booking without notice to you. The due date for payment of your Fare will depend on the way you made your booking as set out below:
  - (i) For online bookings, bookings made via our Customer Contact Centre or bookings made in person at the terminal, payment is due at the time of booking;
  - (ii) For group bookings (see clause 5.1), deposit and full payment are due by the dates provided at the time of booking;

- (iii) For payments by personal cheque, bookings must be made in person at the terminal. We must receive the cheque at the time of booking and no later than 21 days before the date of sailing; and
- (iv) Invoice must be paid in accordance with invoice terms.
- (d) You acknowledge that:
  - (i) The amount you will be required to pay for your booking will be the amount in your Booking Itinerary (not the applicable amount for your Fare type at the time of sailing); and
  - (ii) We may revise our Fares at any time, in our absolute discretion, and without prior notice to any Passenger. You are not entitled to any refund in whole or in part if our revised Fares are cheaper than the Fare you paid at the time you made your booking.

5.4 Booking fee

- (a) We will charge you a booking fee when a booking is made via the Customer Contact Centre or in person at the terminal.
- (b) We will communicate the booking fee to you at the time of booking.

5.5 Check-in

Passengers are advised to obtain the latest sailing information from , <https://www.spiritoftasmania.com.au/sailing-fares/sailing-schedule> or by contacting our Customer Contact Centre or visiting a terminal, prior to commencing their Voyage.

- (a) Check-in will close 45 minutes before the scheduled departure of the Vessel. If you have specific needs, you must check-in at least 2 hours prior to departure.
- (b) Passengers who arrive after the relevant check-in closing times, may not be permitted to board the Vessel, may forfeit their Ticket and may not be entitled to a refund or transfer.
- (c) On arrival at the terminal, Passengers must proceed directly to check-in with their Ticket, proof of Identification and if applicable any border entry permit/pass. We reserve the right to deny travel to any passengers who do not present this information.
- (d) Passengers may be required to answer questions at check-in to ensure the health and wellbeing of all passengers and staff (including in relation to the COVID-19 pandemic) and to ensure compliance with any applicable Public Health Requirements. We reserve the right to deny travel to any passengers who refuse to answer such questions.
- (e) Passengers may also be requested to undertake body temperature testing. We reserve the right to deny travel to any passengers who do not comply with such a request.

5.6 Cancelling your booking

- (a) Subject to clause 5.6(f), you may be entitled to a refund in whole or in part if you cancel before your departure, subject to you paying the following cancellation charges. Cancellation charges are a percentage of the amount you paid for your Fare at the time of booking.

Hours Before Departure	Flexi Fare Cancellation Charges	Spirit Fare Cancellation Charges	Red Hot Deal Fare Cancellation Charges
Less than 1 hour	0%	100%	100%
Less than 24 hours	0%	100%	100%
More than 24 hours	0%	50%	75%
More than 7 days	0%	25%	75%

- (b) Cancellation charges will be subject to change from time to time. We will notify you of the current cancellation charges relevant to your booking at the time you request the cancellation.
- (c) Applications for refunds can be requested via our Customer Contact Centre by calling 13 20 10, via our contact us page on our website <https://www.spiritoftasmania.com.au/customer-support/contact-us> or alternatively via our office in Devonport, postal address is: Spirit of Tasmania, PO Box 168E, East Devonport TAS 7310. If your booking was made via a travel agent, please direct your refund enquiry to your travel agent with whom the booking was made. All claims must be accompanied by the booking reference.
- (d) Where possible, eligible refunds will be provided via the same method as the booking was paid; otherwise a cheque refund will be provided.
- (e) If you need to cancel your booking due to a force majeure event as set out in clause 21.6, then you may contact us at any time prior to the scheduled departure time to receive either a full refund or a credit voucher for the value of your booking which may be used by you or your nominee, on any future sailing at any time within 12 months from the date of the cancellation subject to you paying any difference between the credit voucher value and the price payable for the future booking at the fare type selected at the time of re-booking. If the force majeure event continues for longer than 3 months, then we will extend the credit voucher by an additional 6 months. If the force majeure event continues for longer than 6 months, we will either extend the credit voucher for an additional 12 months or you may request a refund for the amount of the original booking. Cancellation charges and amendment fees will not apply in the event that a credit

voucher is issued instead of a refund or in the event that a refund is requested where a force majeure event continues for longer than 6 months.

- 5.7 Amending your booking
- (a) Bookings can be amended subject to availability.
  - (b) An amendment fee may apply unless otherwise stated by us. If the amendment fee is not paid prior to departure, we may refuse to transport you (including your accompanied minors), your Baggage, Vehicle, animal or any other accompanied property.
  - (c) If you amend your booking, you accept that the Fare for your original and new bookings may be different. If the new Fare is more expensive than the Fare of the original journey, you must pay the difference, plus applicable amendment fees. If the new Fare has a lower price than the original Fare, we will refund the difference, less any amendment fees.
  - (d) Amendment fees will be subject to change from time to time. Notice of any change will be communicated to you by us at the time that you request an amendment.
  - (e) You must amend your booking if the information you provided at the time of booking changes or is incorrect (see clause 5.10).
- 5.8 Ticket validity
- (a) Your Ticket is valid for 12 months from the date of the forward journey of the Vessel for which it was originally issued.
  - (b) Your Ticket is transferable only before departure and prior to check-in for the forward journey.
- 5.9 Identification
- (a) We may request, inspect and record your identification documents at any time.
  - (b) We may refuse to carry you if you do not have the necessary identification documents.
  - (c) If you have booked a Pension Fare, you must present your valid Australian Pensioner Concession Card at check-in. Otherwise, you must pay the difference between the Pension Fare and the current Adult Fare.
- 5.10 Incorrect information
- (a) You may be required to amend your booking (including potential amendment fees, as above) if we discover that you have provided any incorrect or inaccurate information at the time of your booking. This includes, but is not limited to:
    - (i) The identification of Vehicle type, height or length;
    - (ii) Passenger details;
    - (iii) Passenger numbers; or
    - (iv) Any other information required or requested by us during the booking process.
 If you refuse or are unable to amend your booking then we may refuse to transport you (including your accompanied minors), your Baggage, Vehicle, animal or other accompanied property.

## 6. Passenger requirements

- 6.1 Smoking
- You must not smoke on board the Vessel or in terminals except in designated smoking areas.
- 6.2 Follow TT-Line Instructions
- You must follow and carry out all lawful directions, rules, regulations, notices or instructions given by us or our representatives on any matter, at all times, including but not limited to:
- (i) The personal health, wellbeing and safety of yourself, the crew and other Passengers and ensuring compliance with any applicable Public Health Requirements and/or border entry conditions (which may include a requirement to present a valid border entry permit/pass prior boarding, wear a mask on the Vessel, to stay in your cabin for the duration of the Voyage, change your accommodation type, and/or cancel or amend your booking to another suitable Voyage); and
  - (ii) The safe handling of your Vehicle, Baggage (including Dangerous Items), animals or other property.
- 6.3 Safety
- (a) You must take all reasonable precautions for your own safety and the safety of any person in your care, at all times, including but not limited to:
    - (i) Using hand and guard rails as provided;
    - (ii) Appropriately controlling children and ensuring that children are accompanied by a responsible adult; and
    - (iii) By paying attention to any safety briefing given by us.
  - (b) You will inevitably encounter obstacles on the Vessel and in the terminal, including, but not limited to, heavy watertight internal doors, uneven surfaces, high thresholds, low ceilings and entrances, steep staircases or escalators, and wet surface conditions on deck. You must exercise caution when moving around the Vessel and terminal, particularly in conditions of inclement, rough or heavy weather.
  - (c) You must conduct yourself in a manner that complies with our instructions, will not cause annoyance or potential or actual injury to yourself, the crew or other Passengers. If you do not conduct yourself in this manner, we may restrain you or confine you to a cabin or other controlled area, land you at any port or place or otherwise deal with you as we reasonably see fit.
- 6.4 Attire



You must meet the following minimum dress standards in any public areas on board the Vessel and in the terminals:

- (a) Footwear must be worn at all times;
- (b) Suitable clothing that covers your lower half must be worn – for example, shorts, a skirt or pants/trousers;
- (c) Bare chests are not permitted at any time; and
- (d) Clothing that displays offensive language or symbols must not be worn.

If you do not meet the minimum dress requirements then you may be refused travel, or confined to your cabin or other controlled area or otherwise dealt with as we reasonably see fit, until you are suitably dressed.

#### 6.5 Refusal of Carriage and Denied Boarding

- (a) We have a zero tolerance of abusive or threatening behaviour against our representatives, agents, and Passengers.

- (b) You must read and comply with the obligations in Special Condition E as attached

#### 6.6 Alcohol

- (a) Passengers are permitted to carry alcohol on board Spirit of Tasmania, however the consumption of any such alcohol on board the vessel is strictly prohibited.

- (b) You are only permitted to drink alcohol that is supplied by us.

- (c) You agree that we may deal with any such alcohol, whether open or closed, as we reasonably see fit.

- (d) If you are traveling in a vehicle you must leave any alcohol you are carrying in your vehicle. If you are traveling without a vehicle you are required to check in any alcohol you are carrying, which will be returned upon disembarkation.

#### 6.7 Occupation of beds, recliners and general seating areas

- (a) You must not occupy a bed or recliner on the Vessel without our prior allotment of the bed or recliner to you, as per your Ticket.

- (b) You must only sleep in your allotted bed or recliner, as per your Ticket.

- (c) You must not sleep or lie on the floor.

- (d) Lying down in public areas, including the Lounges and the floor, is not permitted.

#### 6.8 Onboard purchases

The Vessels are cashless onboard. For onboard purchases, we accept major credit and debit cards. The exception to this is the Tourism Hub, which also accepts cash in addition to card payments.

#### 6.9 Food allergies

kitchens onboard our Vessels contain multiple allergens and foods which may cause an intolerance or allergic reaction.

Our team will make every effort to accommodate dietary requirements. However, due to the shared production and serving environment, we cannot guarantee the complete omission of such allergens or foods which may cause an intolerance or allergic reaction. Please inform our team on board if you have a food allergy or intolerance.

## 7. Pregnancy

- 7.1 Women who are up to 36 weeks pregnant at the time of sailing may travel on the Vessel.

- 7.2 Women who are between 36 and 38 weeks pregnant at the time of sailing may only sail with written approval from their doctor.

- 7.3 Women who are 38 weeks pregnant or more at the time of sailing are not permitted to sail.

- 7.4 It is the responsibility of all pregnant Passengers to advise TT-Line of their condition and to adhere to these restrictions.

## 8. Passengers with specific needs

- 8.1 If you have specific needs, please notify us at the time of booking and during check-in so that we can assist you. Reminder: If you have specific needs, you must check-in at least 2 hours before the scheduled departure time (clause 5.5).

- 8.2 For passengers traveling without a vehicle and utilising a device such as a wheelchair, gopher, scooter, crutches, or a walker to aid in mobility, you are required to board and exit the vessel via our People Mover. You must notify us at the time of booking and check-in and you must check in at least 2 hours before the schedule departure time.

- 8.3 Passengers traveling with a device such as a wheelchair, gopher, scooter or walking aid should be aware of the maximum width of corridors in the cabin accommodation area is 900mm wide, vehicle deck entry ways are 890mm and lift ramps are 800mm wide (Lifts open to 980mm wide). If your device exceeds these measurements, it is likely you will not be able to utilise the device onboard.

- 8.5 Assistance animals used assist a person to overcome the effects of a diagnosed disability may travel on board – see Special Condition B attached and at [Specific needs or accessibility requirements](#) for further information on your obligations regarding Assistance animals.

- 8.6 Passengers wishing to use a C-Pap machine or Nebuliser onboard are requested to purchase a private cabin.

- 8.7 Requirement to travel with a carer

Passengers requiring help and support with any of the following activities or circumstances are required to travel with a carer:

- Purchasing food or drinks
- Eating and drinking
- Using the bathroom
- Administering medication or operating medical equipment
- Boarding and disembarkation
- Carry-on baggage and equipment

Carers are required to be self-reliant and able to assist the passenger with all activities. Carers meeting the following criteria are eligible for a pensioner fare:

- The adult person they care for must be a recipient and holder of an Australian Pensioner Concession Card
- The carer must travel on the same booking with the pensioner they care for
- A carer is entitled to the pensioner fare providing they are not a professional carer
- A carer travelling with a TPI pensioner card holder is entitled to the discount

Availability and eligibility for a pensioner fare refer to our [Terms and Conditions - Pensioner Eligibility](#)

## 9. Medical issues

- 9.1 A doctor is not available on the Vessel and all Passengers should consult their doctor before travelling. There is a medical attendant on board who is available to provide assistance in an emergency situation.
- 9.2 We may refuse to carry you if we, acting reasonably, are not completely satisfied that it is safe for you or other Passengers if you travel. Before you travel you must tell us if you suffer from any illness, disease or other condition which may make it unsafe for you or other Passengers if you travel.
- 9.3 Any Passenger who travels with a pre-diagnosed medical condition does so at his or her own risk and we accept no responsibility or liability to Passengers for Loss they suffer or incur arising out of or in connection with that Passenger's medical condition.
- 9.4 You must take any belongings (including medication) that you require during the Voyage from your Vehicle before the commencement of the Voyage.
- 9.5 You are required to make yourself known to shore staff or a member of crew of the Vessel if you are feeling unwell in the lead up to or during your Voyage. If this occurs, we may:
- (a) require additional information from you to ensure the health and safety of staff and other passengers and in accordance with Public Health Requirements or Legislative Requirements; and
  - (b) Request that you undertake body temperature testing, wear a mask at all times on the Vessel and/or stay in your cabin for the duration of the Voyage.

## 10. Children

Infants and children under 16 years of age (0–15 years old, inclusive) must be accompanied by an adult.

## 11. Baggage and other goods (excluding Dangerous Items)

- 11.1 In the interests of safety and comfort, a Baggage allowance of one piece of carry-on Baggage per Passenger measuring 66cm x 46.5cm x 27.5cm plus a handbag / laptop is permitted in the designated Passenger accommodation. All other Baggage must be checked in or stored in your Vehicle.
- 11.2 You are responsible for carrying and moving your own Baggage on and off the Vessel and for its safety on board. Any unattended Baggage on board and within the terminal may be treated as a security risk and dealt with accordingly.
- 11.3 You warrant to us absolutely that no Dangerous Items (unless expressly permitted by us) shall be shipped or carried by you on the Voyage (refer to clause 13, for Dangerous Items). You must indemnify us on demand for any Loss that we suffer as a result of your breach of this warranty.

## 12. Abandoned Baggage and other property

We may donate to charity, surrender to police, sell and retain the sale proceeds or otherwise dispose of (at our discretion) any Baggage or other property left on the Vessel, in a terminal, or otherwise left in our possession, custody or control for a period of more than 7 days after your disembarkation.

## 13. Dangerous Items

- 13.1 We are not obliged to carry or otherwise handle Dangerous Items, including, but not limited to, Dangerous Goods, Weapons, Firearms, ammunition, petrol and fuel, LPG/propane cylinders, or any other item that we reasonably believe to be dangerous in nature.
- 13.2 Passengers who intend to sail with Dangerous Items require our permission to do so and must read and comply with the obligations in Special Condition C as attached.

## 14. Vehicles

- 14.1 If you intend to travel with a Private Vehicle, you must read and comply with the obligations in Special Condition D as attached.

- 14.2 If you intend to sail with a Commercial Vehicle – that is, any Vehicle that does not meet the definition of a Private Vehicle – please contact us to make a Freight enquiry.
- 14.3 Passengers who intend to take Dangerous Items on or in their Vehicles (including petrol, fuel and LPG/propane cylinders) must read and comply with the obligations in Special Condition C as attached.

#### 15. Tasmanian biosecurity conditions

- 15.1 You acknowledge and agree that:
  - (a) Your Vehicle, Baggage, animals and any other accompanied property are subject to biosecurity inspection. Biosecurity inspections will take place in Geelong prior to boarding and may take place in Devonport upon arrival;
  - (b) Commercially processed food ready for human consumption is permitted to enter Tasmania. All other plant material and some animal products are prohibited;
  - (c) Boats and fishing gear must be clean and dry;
  - (d) Vehicles must be free from visible signs of soil and mud;
  - (e) All dogs entering Tasmania are subject to biosecurity entry conditions and must be treated for Hydatid Tape Worm within 14 days prior to entering Tasmania (documentary proof of treatment such as a receipt or vet's subscription must be presented during inspections); and
  - (f) Severe Penalties may be imposed by Biosecurity Tasmania for non-compliance.
- 15.2 For a full list of Tasmanian biosecurity requirements, please visit [Biosecurity Tasmania](#) or call 1300 368 550.

#### 16. Animals

- 16.1 If you intend to sail with an animal (including an Assistance animal) then you must read and comply with the obligations in Special Condition B as attached.

#### 17. Inspections and searches

- 17.1 You must comply with all security directions given by us.
- 17.2 We may conduct a physical search or inspection of any Passenger (including minors), Vehicle, Baggage, animal or any other property.
- 17.3 If you refuse to submit yourself, your accompanied minor, your Baggage, Vehicle, animal, supporting documentation (e.g. licenses, permits, etc.) or any other accompanied property to a search or inspection when asked, then we may:
  - (a) Refuse to carry you, your accompanied minor, your Baggage, Vehicle, animal, or any other accompanied property; and/or
  - (b) Remove you, your accompanied minor, your Baggage, Vehicles, animal, or any other accompanied property from the Vessel, confine you to a cabin or other controlled area, or otherwise direct you in such a manner as we reasonably see fit.
- 17.4 We will not be liable to Passengers for any Loss suffered or incurred in connection with a Passenger refusing to be Security Screened.

#### 18. Liability and risk

- 18.1 With the exception of Consumer Guarantees, we exclude:
  - (a) Any term, condition or warranty that may otherwise be implied in this Contract;
  - (b) Any liability for Loss, death or personal injury incurred as a result of or in connection with our negligence;
  - (c) Any liability for Consequential Loss.
  - (d) All Excluded Recreational Liabilities arising out of the supply of Recreational Services (except for liability for significant personal injury caused by Reckless Conduct by us or our representatives);
  - (e) Any liability for Loss in connection with any Private Vehicle which we are permitted to exclude under Article 4, 4A and 4b of Schedule 1A of the *Carriage of Goods by Sea Act 1991* (Cth);
  - (f) Liability to Passengers for Loss suffered or incurred by them as a result of or in connection with:
    - (i) The Carriage of Dangerous Items;
    - (ii) The death or injury of an animal (including an Assistance animal);
    - (iii) A delay or deviation of the Voyage; and
    - (iv) The Loss or damage of your valuables;
    - (v) Any Loss related to damage to Vehicles not otherwise excluded in clauses 18.1 (a) to (e) and not arising from or caused by any negligent act or omission by us or our representatives.
- 18.2 Liability for Consumer Guarantees
  - (a) Subject to clause 18.1, our liability to you in respect of any breach of or failure to comply with any Consumer Guarantee is limited to the following:
    - (i) In the case of goods, to:
      - (A) The replacement of the goods or the supply of equivalent goods;
      - (B) The repair of the goods;
      - (C) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
      - (D) The payment of the cost of having the goods repaired.
    - (ii) In the case of Services, to:



- (A) The supplying of the Services again; or
  - (B) The payment of the cost of having the Services supplied again.
- 18.3 Exception to limitation  
Our liability in respect of a breach of or a failure to comply with a Consumer Guarantee will not be limited in the way set out in clause 18.2 if:
- (a) The goods or Services supplied are goods or Services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in clause 64A of the Australian Consumer Law;
  - (b) It is not 'fair or reasonable' for us to rely on such limitation in accordance with clause 64A(3) of the Australian Consumer Law; or
  - (c) The relevant Consumer Guarantee is a guarantee pursuant to clauses 51, 52 or 53 of the Australian Consumer Law.
- 18.4 We each agree that, other than a claim pursuant to a Consumer Guarantee, our liability to you for any other claims (which are not otherwise excluded under these Conditions of Carriage) shall be limited to, at our option, either resupplying the Services to you again or paying you the cost of having the Services supplied again.
- 18.5 In the event we are liable for claims in respect of Loss of life or personal injury occurring on board or in direct connection with the operation of the Vessel, our liability for such claims is limited to the amounts set out in the *Limitation of Liability for Maritime Claims Act 1989* (Cth), as amended from time to time. In some cases, depending upon the circumstances, this may mean that our financial liability in respect of Loss of life and personal injury is limited to a certain maximum amount of money for each Passenger.
- 18.6 Warning under the Australian Consumer Law and *Fair Trading Act 2012* (Vic) and the *Australian Consumer Law (Tasmania) Act 2010* (Tas.) (collectively the **Consumer Acts**): Our Voyages operate on busy waterways and are subject to the risks and perils of the sea and cruising on such waterways including Loss, damage and injury arising out of or in connection with changing tidal and weather conditions and the navigation of other Vessels. You may have the option to utilise equipment on the Vessel and to participate in Activities.
- 18.7 You acknowledge that:
- (a) There are risks and dangers involved with your participation in the Activities; and
  - (b) The Activities are potentially dangerous and can result in serious injury or death.
- Under the Consumer Acts, we may ask you to agree that Consumer Guarantees under the Consumer Acts do not apply to you. By participating in these Activities, you will be agreeing that your rights to sue TT-Line if you are killed or injured are excluded, restricted or modified in the way set out in these Conditions of Carriage.

NOTE: The change to your rights, as set out in these Conditions of Carriage, does not apply if your death or injury is due to Reckless Conduct on our part.

## 19. Indemnity

- 19.1 You must indemnify us, on demand, for any Loss suffered or incurred by us (including for the death or personal injury to any other Passenger or any of our representatives) arising out of or in connection with or caused by any of the following:
- (a) Your negligence, breach of law or wilful act or omission (or that of any minor who you accompany);
  - (b) Your breach of the Contract, including these Conditions of Carriage; or
  - (c) Any animal (including an Assistance animal) in your possession, custody or control.
- 19.2 If we deem that you require medical attention or an ambulance, you (or your personal legal representative) must indemnify us, on demand, for any expenses we suffer or incur in connection with obtaining the relevant medical attention and/or ambulance for you.

## 20. General average – merchandise

- 20.1 General average to be adjusted at any port or place at our option and to be settled according to the York Antwerp Rules 2004, this covering all cargo carried as merchandise. The New Jason Clause as approved by BIMCO is to be considered as incorporated in these Conditions of Carriage.
- 20.2 Such security, including a cash deposit that we may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon, shall, if required, be submitted to us before the delivery of any cargo.

## 21. Force majeure

- 21.1 Severe weather or sea conditions may lead to the cancellation or delay of Services. We will endeavour to advise Passengers of any cancellation, but do not accept any liability to Passengers for any Loss they suffer or incur for cancelled or delayed Services.
- 21.2 We are not in breach of the Contract and do not incur any liability for any Loss suffered or incurred by any Passenger if the breach (including a breach which relates to non-performance, part performance, deviation, or delay in the performance of the Services) is caused by a force majeure event. The following (non-exhaustive) list of events are force majeure events:
- (a) Acts of God, natural and other disasters, explosion, flood, fire, lightning, severe weather or sea conditions, storms, winds, ice, surf, perils of the seas, rivers and navigation, general average incident or accident, response to a distress signal, man overboard or any other rescue response or activity;

- (b) War, hostilities (whether declared or not), invasion, acts of foreign enemies, terrorism;
  - (c) disease, epidemic or pandemic;
  - (d) quarantine restrictions or entry or exit restrictions across borders;
  - (e) Rebellion, revolution, insurrection, terrorist activity, military or usurped power or civil war;
  - (f) Riot, civil commotion or disorder;
  - (g) Acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions, or measures of any kind on the part of any governmental authority;
  - (h) Strikes, lockouts or other industrial actions or trade disputes of whatever nature;
  - (i) Seizure, arrest or forfeiture under legal process;
  - (j) Port congestion or closure, docking delays, breakdown of machinery or any Vessel, unavailability or breakdown of loading/unloading facilities;
  - (k) Search, detention or removal of any stowaway and/or illegal immigrant and/or other unauthorised person; or
  - (l) Any other event of whatsoever nature not within our reasonable control.
- 21.3 If a force majeure event occurs, we may at any time before or after the Carriage commences: (a) Cancel, abandon or suspend the Carriage; or
- (a) Alter, vary or depart from the proposed or advertised or agreed or customary route; or
  - (b) Delay or detain any Vessel so affected; or
  - (c) Disembark, trans-Vessel, forward or land any Passenger, Luggage, Baggage, Vehicle, animal or other property, at any port or place.
- 21.4 If the Vessel is prevented from reaching its named port of destination by a cause wholly or partly out of our control (such as a force majeure event or when for any cause whatsoever (Master's opinion of which shall be final) the Vessel cannot safely enter or lie in any bar, harbour, or roadstead or passes any usual port of call enroute, Passengers for such ports with their Baggage and any accompanying Vehicle may be landed at the next practicable port of call and upon such landing our liability under the Contract comes to an end.
- 21.5 You release us from and hold us harmless against any liability for Loss that you may suffer or incur as a result of any action we take under clause 21.
- 21.6 If a force majeure event occurs (as defined above in clause 21.2) which you are unable to reasonably avoid, and the force majeure event prevents you from being able to travel on the Vessel, you may contact us at any time prior to the scheduled departure time to seek a refund or a credit voucher in accordance with clause 5.6(f).

## 22. Severability

If, at any time, any clause or part of a clause is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other clause or the remaining part of that clause.

## 23. Waiver

- 23.1 Any failure or delay by TT-Line in exercising any right, power or remedy under these Conditions of Carriage shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by TT-Line of any right, power or remedy shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 23.2 Any waiver by TT-Line of a breach of, or default under, these Conditions of Carriage shall not be deemed a waiver of any subsequent breach or default.

## 24. Law and jurisdiction

The Contract between TT-Line and the Passenger and any Claim or dispute arising between the parties shall be governed by Australian law and shall be determined by the courts in the following jurisdictions:

- (a) The State of Tasmania; or
- (b) Any other jurisdiction nominated by TT-Line in its absolute discretion.

## 25. Privacy

- 25.1 Passengers are required to seek consent of the TT-Line Representative before filming or photographing the Representative (as defined by clause 1 of these Conditions of Carriage).
- 25.2 TT-Line is committed to complying with the Personal Information Protection Act 2004 (Tas) (PIP Act) and the Australian Privacy Principles (APPs) set out in the Privacy Act 1988 (Cth) (the Privacy Act).
- 25.3 The TT-Line Privacy Policy is available at: [spiritoftasmania.com.au/terms-and-conditions/privacy-policy](http://spiritoftasmania.com.au/terms-and-conditions/privacy-policy).
- 25.4 If you have any queries or concerns about the way Spirit of Tasmania handles your personal information after reading the TT-Line Privacy Policy, or if you become aware of a potential breach of privacy, please email: [privacy@spiritoftasmania.com.au](mailto:privacy@spiritoftasmania.com.au).

## Conditions of Carriage – Special Conditions

### 1. SPECIAL CONDITION A: Pension Fares

- 1.1 If you hold a current and valid Australian Pensioner Concession Card, as issued by Centrelink or the Department of Veterans' Affairs, you are eligible to sail on a Pension Fare, as long as you present your Australian Pensioner Concession Card at check-in.
- 1.2 If you do not present a valid Australian Pensioner Concession Card at check-in then you must pay the difference between the Pension Fare and a current Adult Fare.
- 1.3 Pension Fares are subject to availability and can only be booked if available. However, Pension Fares are made available for the following categories of Passengers (regardless of whether Pension Fares appear to be unavailable when booking online):
  - (i) Recipients of a Totally and Permanently Incapacitated pension; and
  - (ii) Recipients of an Extreme Disablement Adjustment pension.
 Please call our Customer Contact Centre to make a booking for the above.

### 2. SPECIAL CONDITION B: Animals

- 2.1 General
  - (a) This Special Condition B applies to you if you intend to sail with an animal (including an Assistance animal).
  - (b) Animals may sail on Spirit of Tasmania subject to biosecurity requirements in the Conditions of Carriage (Clause 15).
  - (c) Animals other than authorised Assistance animals are not permitted in the Passenger areas of the Vessel.
  - (d) Authorised Assistance animals travel free of charge
  - (e) If you book transport for an animal then you must sail on the same Voyage as the animal. Unaccompanied animals are not permitted on the Vessel.
  - (f) Animals must be kept on a lead at all times. The lead may be removed when the animal is in the Vessel kennel or in an appropriately designed animal Carriage Vehicle or trailer.
- 2.2 Documentation, licences and permits
  - (a) You are responsible for ensuring that you have all documentation needed to comply with the requirements of health and other relevant regulations relating to the Carriage of animals.
  - (b) Where an animal requires a statutory licence or permit, you must present a valid licence/permit to us at the time of booking and prior to departure.
- 2.3 All animals must be fit to travel.
- 2.4 Animals, other than Assistance animals, must be appropriately housed in the Vessel kennels or in appropriately designed animal Carriage Vehicles or trailers (e.g. horse floats, trailers, trucks and stock trailers).
  - (a) Kennels – If your animal is housed in the Vessel kennels, you must understand and agree to comply with the following:
    - (i) Our kennels vary in size. As a guide, the approximate measurements are: 700mm wide x 800mm high x 900mm deep. If your animal needs a larger housing unit, we are unable to assist and you must arrange an alternative suitable housing unit in accordance with clause 2.4(b) of this Special Condition.
    - (ii) It is not possible to reserve particular kennels for your animal;
    - (iii) One animal per kennel unless the animal is a mother accompanied by her dependent offspring;
    - (iv) You acknowledge and agree that we may move any animals to another or different-size kennel if deemed necessary by us or our representatives.
    - (v) Subject to availability, there is no limit to the number of kennels that you can book;
    - (vi) Smaller animals (such as rabbits, guinea pigs, ferrets, birds or chickens) must be carried in their own cage. Passengers are required to check in their bird/s, to be transported via the Spirit of Tasmania baggage trolley/van. You are responsible for providing your animal with blankets;
    - (vii) Animals are to be collected from the Vessel kennels upon disembarkation or when otherwise instructed by us; and
  - (b) When housed in areas other than the Vessel kennels, the following conditions apply:
    - (i) During the Voyage, we recommend that you do not allow animals to travel inside Vehicles or trailers. If you do so, it is at your own risk and you must ensure that you have properly considered the welfare and wellbeing of the animal and that the animal is not subjected to unreasonable or unjustifiable pain or suffering. If you decide to have your animals travel inside a Vehicle or trailer then you must ensure that you do not have more than two animals per Vehicle, excluding dogs, cats and most birds. If there are three or more animals (e.g. horses) then freight rates may apply.
    - (ii) For Passengers carrying animals in cages secured on trailers or on Vehicles with trays, you must complete an Animal Cage Declaration Form per independent booking. This includes a declaration by a registered veterinarian in relation to the suitability of the alternative housing unit. The Animal Cage Declaration Form must be dated and lodged to us at least 24 hours prior to sailing. The Animal Cage Declaration Form is available from our Customer Contact Centre on 1800 634 906 or from a terminal.

- (iii) Animal transport Vehicles, trailers and cages must be constructed in a way that is 'fit for purpose', complies with all regulatory requirements and must not allow animal waste to contaminate the Vessel or other cargo. The Animal Cage Declaration Form is available from our Customer Contact Centre on 1800 634 906 or from a terminal.
  - (iv) We are not responsible for animals housed in areas other than the Vessel kennels and Luggage vans other than to provide them with air ventilation integrity. You must ensure that you have properly considered the welfare and wellbeing of the animal and that the animal is not subjected to unreasonable or unjustifiable pain or suffering.
  - (v) Provisions of bedding and other personal requirements for animals are the responsibility of the owner.
- (c) We do not condone or sanction the transport of animals inside Vehicles, road trailers or other housing units that have not been certified as suitable by a registered veterinarian. It may be unsafe to transport your animal in this manner. If you insist, contrary to these Conditions of Carriage, on transporting your animal in this manner then:
- (i) You irrevocably release and indemnify us from any liability arising out of or in any way connected with the transport of the animal. Indemnity and Release Form available via the Customer Contact Centre on 1800 634 906 or from a terminal; or
  - (ii) We may refuse to transport the animal (including the accompanying Passenger, as applicable).
- 2.5 Passengers are not permitted to access the Vehicle decks to visit animals while the Vessel is at sea. The only exception being:
- (a) At least 72 hours prior to departure, the Passenger has provided a valid veterinary certificate indicating that the animal requires assistance during the Voyage due to a pre-determined condition; and
  - (b) The Master of the Vessel has expressly authorised the checking of the animal; and (c) The Passenger is supervised by an authorised TT-Line representative.
- 2.6 Assistance animals
- (a) Assistance animals are permitted to travel on board, in Passenger areas of the Vessel if they are either accompanied by:
    - (i) The person they assist; or
    - (ii) If the Assistance animal is undergoing Assistance animal training, by its trainer.
  - (b) If you need to bring an assistance animal onboard, you must provide acceptable evidence that your assistance animal is appropriately accredited or trained in accordance with one of the following criteria:
    - i. accredited under a law of a State or Territory of Australia that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability; or
    - ii. accredited by an animal training organisation prescribed under the *Disability Discrimination Act 1992* (Cth); or
    - iii. trained to both assist a person with a disability to alleviate the effect of the disability; and meet standards of hygiene and behaviour that are appropriate for an animal in a public place.
  - (c) You must provide this evidence at the time of booking.
  - (d) Animals used to assist law enforcement agencies are permitted on board in the course of their usual duties.
  - (e) A maximum of one Assistance animal per passenger is permitted.
- 2.7 Right to refuse transportation of an animal
- We may refuse to transport any animal if, in our reasonable opinion:
- (a) The Carriage of that animal presents a safety risk to our representatives or Passengers;
  - (b) The Carriage of that animal may be a welfare risk to the animal;
  - (c) You do not have a suitable Ticket that permits you to sail on the same Voyage as the animal;
  - (d) Valid permits or certifications are not provided (including in the case of Assistance animals, evidence that the animal is an Assistance animal has not been provided – see the Spirit of Tasmania Specific Needs or Accessibility Requirements Policy for further information), when required;
  - (e) The Assistance animal has an infectious disease and the refusal is necessary to protect public health or the health of other animals;
  - (f) Where the animal is an Assistance animal, you have not provided evidence that the animal is trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place;
  - (g) The housing unit is deemed inadequate for the purpose of transporting the animal on board the Vessel.

### 3. SPECIAL CONDITION C: Dangerous Items

#### 3.1 General

- (a) We are not obliged to carry or otherwise handle Dangerous Items that we determine in our absolute discretion to be of a dangerous nature. Dangerous Items include: Dangerous Goods, Weapons, Firearms, ammunition, LPG/propane cylinders, containers of flammable material, or any item that we consider, in our absolute discretion, to be of a dangerous nature.

- (b) The carriage of Dangerous Items will only be permitted where Passengers abide by the rules and regulations set out in these Conditions of Carriage, applicable laws, or any other rules otherwise communicated to Passengers by us. Otherwise, the Dangerous Items will be deemed Unauthorised Dangerous Items.
  - (c) You must declare all Dangerous Items to us during check-in, as required during the booking process or as stated below.
  - (d) We may confiscate, dispose of, surrender to police or otherwise treat your Dangerous Item as we see fit, without compensation to you, and you shall be liable for all Loss incurred by us, directly or indirectly arising out of or relating to that action, if:
    - (i) The Dangerous Item is an Unauthorised Dangerous Item;
    - (ii) The Dangerous Item becomes a danger during the Voyage;
    - (iii) The Dangerous Item does not meet legal requirements;
    - (iv) The Dangerous Item does not meet the requirements set out within these Conditions of Carriage;
 or
    - (v) You do not collect your Dangerous Item directly after arrival at the port of destination.
- 3.2 Dangerous Goods (excluding petrol, fuel and LPG/propane cylinders)
- (a) Dangerous Goods are a type of Dangerous Item.
  - (b) Dangerous Goods include all items listed as Dangerous Goods under the International Maritime Dangerous Goods Code – Australian Government.
  - (c) We reserve the right to apply the International Maritime Dangerous Goods Code requirements and may only carry the limited quantities as prescribed by the limited quantity table in the International Maritime Dangerous Goods Code in the event of disputed items.
  - (d) You are not permitted to carry any Dangerous Goods in any Vehicle, in your Baggage or on your person.
  - (e) A list of common Dangerous Items that are prohibited for Carriage can be found at [spiritoftasmania.com.au/terms-and-conditions/carriage-of-dangerous-goods](http://spiritoftasmania.com.au/terms-and-conditions/carriage-of-dangerous-goods). If you are unsure whether an item that you wish to transport is a Dangerous Good or not, please call the Customer Contact Centre.
- 3.3 Petrol, fuel LPG, Propane cylinders
- (a) Category 1  
 LPG and Propane may be carried in cylinders that comply with Australian Standard AS2468, AS2469, AS2470 (stamped on cylinder), to a maximum size of 9kg with date of inspection within 10 years. All cylinders, (subject to quantities deemed as personal use and not for commercial use), can remain in the passenger accompanied standard vehicle providing:-
    - (i) Open tray utility vehicles & open trailers – one bottle (maximum size 9 kg (25L) capacity);
    - (ii) Caravan's / Motor home / Campers / Etc. – ONE additional bottle (maximum size 25 kg (50 L));
    - (iii) Gas bottle is secure within/on the vehicle;
    - (iii) Gas bottle is secured in the upright position;
    - (iv) Gas bottle is turned off; and
    - (v) Gas bottle must be within validation.

All gas bottles that are inside a passenger accompanied standard vehicle interior and boot, whether secure or not, must come out of the vehicle and be placed in the Gas Truck.

LPG cylinders (bottles) fitted to Caravans, Campervans, Mobile Homes and Camper Trailers which have an LPG system must be checked and verified for compliance.

In all cases these LPG cylinders must be isolated and will be tagged by TT-Line representative with a "HAZARD" tag to ensure gas cylinder is not turned on prior to boarding and are to remain off for the duration of the voyage and until passenger accompanied vehicle has cleared the port precinct.

Under no circumstances may gas systems be active whilst the passenger accompanied vehicle is on the vessel.

Propane cylinders may not be carried if connected to an appliance.

Single use Propane cylinders that are pierce for use may only be carried if completely intact and not fitted to an appliance. Gas Cylinders that do not meet the aforementioned conditions will either be confiscated or disposed of if validation has expired. Gas Cylinders that are not correctly secured will be collected by TT-Line representative for the duration of the journey. The passenger will be allowed to collect the gas cylinder from a nominated location at the port of disembarkation.
  - (b) Category 2  
 Butane & propane cans/cartridges/canisters, (subject to quantities deemed as personal use and not for commercial use), can be transported in the passenger accompanied vehicle providing:-
    - (i) Maximum quantity 18 x 250 gram cans/cartridges/canisters;
    - (ii) Cans/cartridges/canisters must be in original packaging;
    - (iii) Cans/cartridges/canisters/canisters must have original manufacturers cap in situ;
    - (iv) Cans/cartridges/canisters must remain in passenger accompanied vehicle;
    - (v) Subject to inspection to confirm cans/cartridges/canisters are not surrounded by an ignition source or readily flammable material (e.g. surrounded by loose clothing); and



- (c) Category 3  
Shelite, Turpentine, Methylated Spirits bottles (subject to quantities deemed as personal use and not for commercial use), can be transported in the passenger accompanied vehicle providing:-
- (i) Shelite, Turpentine, Methylated Spirits is contained in standard bottles purchased from standard retailers;
  - (ii) Shelite, Turpentine, Methylated Spirits is contained in original bottles of purchase;
  - (iii) Maximum quantity is less than 2 litres per passenger accompanied vehicle;
  - (iv) Shelite, Turpentine, Methylated Spirits must remain in passenger accompanied vehicle;
  - (v) Subject to inspection to confirm 2 litre bottles are not surrounded by an ignition source or readily flammable material (e.g. surrounded by loose clothing); and
  - (vi) Any loose bottles must be stored in a suitable secured container.
- (d) Category 4
- Ethanol;
  - Bio-Fuel;
  - Aviation Fuel;
  - Kerosene;
  - Lamp Oil; and
  - Paint Thinners
- Are all prohibited from carriage.
- (e) Category 5  
Pyrotechnics (Boat) if in sealed packages  
Pyrotechnics can be transported, (subject to quantities deemed as personal use and not for commercial use), providing:-
- (i) Pyrotechnics are contained in a suitable metal or purpose use plastic container that can be secured
  - (ii) (example screw lid);
  - (iii) No other item is permitted to be inside the container that is containing pyrotechnics;
  - (iv) Pyrotechnics are subject to inspection;
  - (v) Pyrotechnics must remain either in the passenger accompanied vehicle or boat;
  - (vi) Pyrotechnics must be in original sealed packaging;
  - (vii) The date of expiry of Pyrotechnics will be inspected; and
  - (viii) Pyrotechnics are not within validation date and have expired will be confiscated and deemed unsafe for transportation.
- All other pyrotechnics are prohibited from carriage.
- (f) Category 6  
Jerry Cans and Boat Fuel Containers (subject to quantities deemed as personal use and not for commercial use), can only be transported on the basis if:-
- (i) Jerry Cans and Boat Fuel Containers filled with diesel ONLY can be transported;
  - (ii) All other Jerry Cans and Boat Fuel Containers must be empty and dry of residual liquid;
  - (iii) Jerry Cans and Boat Fuel Containers filled with other dangerous fuel such as petrol, aviation fuel and non-standard fuels are prohibited from carriage;
  - (iv) Jerry Cans and Boat Fuel Containers filled with diesel must be fully welded at seams (Plastic or Metal);
  - (v) Jerry Cans and Boat Fuel Containers filled with diesel must not be greater than 50 litres in capacity; and
  - (vi) The sealing cap must have locking side arms or screwed cap with an effective rubber seal.
- In the event petrol residual is identified inside an empty Jerry Can or Boat Fuel Can the passengers must fill the container with water before being allowed to travel.
- (g) Category 7  
Scuba tanks or oxygen cylinders (subject to quantities deemed as personal use and not for commercial use), can only be transported on the basis if:-
- Full cylinders are to be removed from vehicles collected by TT-Line representative for the duration of the journey. The passenger will be allowed to collect the cylinders from a nominated location at the port of disembarkation.
- For scuba tanks or oxygen cylinders to remain in the confines of a passenger accompanied vehicle or other positions of the vehicle deck the cylinder maximum pressure reading of equal to or below 40 psi or empty.
- (h) Category 8  
Oxyacetylene gas cylinders are prohibited from carriage.
- (i) Category 9  
Personal passenger medical oxygen cylinders can be carried under the following conditions;  
Small or medium size bottles only are approved;
- (i) One bottle and one spare per passenger are approved;

- (ii) For further bottles to be considered per passenger, application must be made directly to TT-Line; and
    - (iii) No medical oxygen bottles are to remain in the vehicle deck – all must be taken into the accommodation
  - (j) Category 10  
All other flammable items are prohibited from carriage.
- 3.5 Weapons
- (a) You must declare your intention to carry Weapons (including replicas) and ammunition at least 24 hours in advance of departure and must inform us during check-in.
  - (b) The Carriage of Weapons is strictly prohibited, unless the Passenger:
    - (i) Complies with all statutory and legal obligations of the relevant state of departure, arrival and any other state at which the Vessel is due to call;
    - (ii) Obtains TT-Line's prior written permission; and
    - (iii) Complies with TT-Line's procedures, rules and protocols.
- 3.6 Firearms and ammunition
- (a) In accordance with the *Marine Transport and Offshore Facilities Security Act 2003* (Cth), it is a serious offence for any unauthorised person to have in his or her possession any type of Firearm or prohibited Weapon when proceeding through a screening point within a Port Facility or whilst in a Maritime Security Zone. Penalties of up to seven years' imprisonment can apply on conviction.
  - (b) In accordance with the Australian Maritime Safety Authority (AMSA) the International Maritime Dangerous Goods Code applies to TT Line for the Carriage of ammunition. The following requirements are sanctioned by the AMSA in regard to the Carriage of Class 1.4S standard ammunition:
    - (i) TT-Line may reject the Carriage of ammunition should the maximum ship limit be exceeded. You release us from any liability whatsoever in connection with the exercise of this right.
    - (ii) Passengers in possession of ammunition must also be in possession of a current and valid Firearms licence which must be sighted prior to boarding.
    - (iii) Passengers are permitted to take on board the Vessel up to 250 rounds or 10kg per licensed shooter (whichever limit is reached first).
    - (iv) Passengers must ensure that ammunition is packed in suitable containers and that the container does not have other items stored in it.
    - (v) Passengers must surrender all ammunition prior to boarding and can only access or retrieve the ammunition once the mobile storage unit has been positioned on the wharf at the port of discharge.
    - (vi) TT-Line cannot accept any cartridge or shell that has been modified or tampered with. This includes the addition of a projectile to a primed case.
  - (c) Declaration and supporting documentation
    - (i) Passengers wishing to transport Firearms and/or ammunition must complete and submit the Carriage of Firearms and Ammunition Declaration Form at least 24 hours prior to departure. Download the [Firearm and ammunition declaration form here](#). For passengers attending a registered event, please download and complete the [Firearm and ammunition \(exemptions\) declaration form here](#). Forms may be submitted to [declarations@spiritoftasmania.com.au](mailto:declarations@spiritoftasmania.com.au) or posted to Spirit of Tasmania, Terminal Services, PO Box 168E, East Devonport, Tas 7310.
    - (ii) A Passenger must declare (at a minimum) that:
      - (A) They are in possession of a valid Firearms licence which will be available for inspection when travelling;
      - (B) The ammunition being transported is for personal use;
      - (C) The maximum amount of ammunition being transported is no more than 250 rounds or 10kg in total (whichever limit is reached first);
      - (D) The ammunition has been purchased from a recognised dealer;
      - (E) The ammunition being carried is Class 1.4S and falls under the UN category of UN 0012 and 0014; and
      - (F) The ammunition has not been tampered with or altered since purchase.
    - (iii) All supporting permits, licenses and other documentation must be available to us for inspection at check-in.
  - (d) Passengers with Firearms and ammunition must check-in at least two hours prior to departure time to allow sufficient time for processing. We may refuse to transport you, your Firearms and ammunition and any other accompanied items if you are late.
  - (e) Surrendering your Firearms and ammunition
    - (i) Passengers must ensure that Firearms and ammunition are packed separately to allow for storage in separate locations for the duration of the Voyage.
    - (ii) Passengers must ensure that Firearms and ammunition are secured and stored in a manner so as to ensure that they are safe to travel. Specifically, Firearms are not to be loaded and magazines and/or bolts must not be fitted.

- (iii) All Firearms and ammunition must be surrendered to us at a security screening point prior to boarding. The surrendered Firearms and/or ammunition will be placed by you at your own risk into our approved storage unit for the duration of the Voyage.
- (f) All Firearms and/or ammunition must be collected from us immediately after arrival and disembarkation at the port of destination. You must provide photo identification and a baggage claim ticket stub to claim your Firearms and/or ammunition.

#### 4. SPECIAL CONDITION D: Vehicles

- 4.1 This Special Condition D applies to any Passengers taking Private Vehicles on the Vessel.
- 4.2 Accompanied vehicle fare
  - (a) If you wish to sail with your Private Vehicle, you must book an accompanied Vehicle fare.
  - (b) You understand and acknowledge that the accompanied Vehicle fare is only available to Private Vehicles.
  - (c) If your Vehicle does not match the definition of a Private Vehicle, please contact us to make a freight enquiry.
- 4.3 Vehicle type, length and height
  - (a) You must correctly declare the type of Private Vehicle at the time of booking.
  - (b) It is important that you measure your Private Vehicle accurately because there are limited spaces available – particularly, spaces for high Vehicles. In measuring your Vehicle, you acknowledge and agree that:
    - (i) The length of your Private Vehicle includes any attached objects, such as a bike rack, towbar, nudge bar, rear tyre, drawbar, trailer, caravan, etc.; and
    - (ii) The height of your Private Vehicle means the tallest point of your Private Vehicle and includes roof racks, Baggage, bikes, trailers, towed boats, caravans, etc.

NOTE: You must take into account the length and height that the Private Vehicle will be at the time of sailing – that is, when it is fully packed and loaded.

  - (c) You warrant that you have accurately declared the type, length and height of your Private Vehicle.
  - (d) We may check or measure your Private Vehicle to ensure that it meets the specifications that you have provided to us. If you have incorrectly stated the type, height or length of your Private Vehicle you agree that we may:
    - (i) Require you to amend your booking subject to availability of a suitable space on the Vessel and clause 5.7 of the Conditions of Carriage;
    - (ii) Refuse to transport the Private Vehicle; or
    - (iii) If possible and if time permits, ask you to move any item that is causing the excess height or length (for example, Baggage in roof trays, bikes on bike racks, etc.).
- 4.4 Loading and unloading
  - (a) You or your driver (who must also be a Passenger) are responsible for the safe driving, parking and handling of your Private Vehicle while on board the Vessel or in the terminal.
  - (b) You must ensure the Private Vehicle is in a fit condition for transport by the Vessel and all loose parts are adequately secured.
  - (c) Passengers must follow our instructions when loading and unloading Private Vehicles. Once you are directed to park your Private Vehicle then Passengers must:
    - (i) Engage the Vehicle's parking brake and either (for manual transmission) leave the Vehicle in gear or (for automatic transmission) leave the transmission in the "P" position before leaving the Vehicle;
    - (ii) Secure all personal belongings and Baggage in/on the Private Vehicle;
    - (iii) Ensure that any alarms or movement sensors are disabled; and
    - (iv) Proceed directly to the public areas of the Vessel and not return to the Vehicle deck until directed by us.
  - (d) We may require Private Vehicles to be left on the Vehicle deck unlocked with ignition keys in place. You must abide by this requirement if we ask you to do so.
- 4.5 Vehicle deck
  - (a) Passengers must take any belongings and Baggage that they require from their Private Vehicle before the commencement of the Voyage – this includes any medication and carry-on Baggage.
  - (b) Passengers are not permitted to access or remain in the Vehicle decks for any reason while the Vessel is at sea. This includes visiting your Private Vehicle, Baggage or animals (except as provided in clause 2.5 of this Special Condition).
  - (c) If you attempt to gain access to the Vehicle decks after the Voyage commences, we may restrain you or confine you to a cabin or other controlled area, land you at any port or place or otherwise deal with you as we reasonably see fit.

#### 5. SPECIAL CONDITION E:

- 5.1 Refusal of Carriage
  - (a) Even if you have a Ticket and a confirmed reservation, we may refuse to carry you, your Baggage and any Vehicle if any of the following circumstances have occurred or we reasonably believe will occur:

- (i) If carrying your Baggage and any Vehicle may put the safety of the Vessel or the safety or health of any person on the Vessel in danger or at risk
- (ii) If you have used threatening, abusive or insulting words towards a Passenger, our shore staff or a member of the crew of the Vessel or otherwise behaved in an unacceptable manner
- (iii) If you have damaged any property of any Passenger or of TT-Line either on board the Vessel or prior to or after the Voyage
- (iv) If carrying you, your Baggage or any Vehicle may materially and reasonably affect the comfort of any person on the Vessel
- (v) If carrying you will contravene or be inconsistent with any Public Health Requirements or Legislative Requirements
- (vi) If you have refused to allow a security check to be carried out on you, your Baggage or any Vehicle
- (vii) You do not appear to have all necessary documents relevant to the Voyage
- (viii) If you fail to comply with any applicable Public Health Requirements, Legislative Requirements or these Conditions of Carriage
- (ix) If you fail to complete the check-in process by the Check-In Deadline
- (x) If you have not obeyed any instructions of our shore staff or a member of the crew of the Vessel relating to safety, health or security
- (xi) If you refuse to answer any questions at Check-In to ensure the health and wellbeing of all passengers and staff (including in relation to the COVID-19 pandemic)
- (xii) If you refuse to undertake a body temperature test upon reasonable request at Check-In
- (xiii) If you are, or we reasonably suspect that you are, drunk or under the influence of alcohol or drugs
- (xiv) If you are, or we reasonably believe you are, in unlawful possession of drugs
- (xv) If your mental or physical state is a danger or risk to you, the Vessel or any person on-board
- (xvi) If you have committed a criminal offence during the check-in or boarding processes or on board the Vessel
- (xvii) If you have deliberately interfered with a member of our shore staff or the crew of the Vessel carrying out their duties
- (xviii) If you have put the safety of either the Vessel or any person on it in danger
- (xix) If you have committed any misconduct or any breach of these Conditions of Carriage on a previous Voyage and we have reason to believe that such conduct may be repeated
- (xx) If you cannot prove you are the person specified on the Ticket on which you wish to travel
- (xxi) If you have refused to allow us to copy your identity documents
- (xxii) If you have refused to give your identity documents to a member of our shore staff or the crew of the Vessel when we have asked you to do so
- (xxiii) If you have refused to comply with any reasonable request or direction by our shore staff or crew of the Vessel
- (xxiv) Because your Ticket:
  - is not paid for
  - has been reported lost or stolen
  - has been transferred
  - has been acquired unlawfully
  - has been acquired from someone other than us or an Authorised Agent
  - contains an alteration which has not been made by us or an Authorised Agent
  - is spoiled, torn or damaged or has otherwise been tampered with, or is counterfeit or otherwise invalid.
- (xxv) Complied with your disclosure obligations in Special Conditions F: Electric Vehicles

In any of the situations in this 5.1, we may remove you from a sailing, even after you have boarded, without any liability on our part, and cancel any subsequent sailings on the Ticket. For the avoidance of doubt, if any of these situations occur, you will not be entitled to a refund of your Ticket or to transfer your Ticket to another sailing.

## 5.2 Notice of Refusal to Carry You

We will be entitled to refuse to carry you, your Baggage and any Vehicle if we have notified you in writing that we will not carry you on our Vessel. The notice will give details of the period for which it will apply and will ask you not to buy a Ticket or ask or allow anyone to do so for you. If you try to travel while the notice is in force, we will refuse to carry you and you will be entitled to a fare refund minus our reasonable administration fee and may be subject to a further period of non-carriage.

## 5.3 Conduct During Sailing

### (a) Obey Directions

To maximise passenger comfort, safety and security, you must comply with the following requirements and all other reasonable directions of any crew member on your sailing with us, when on board:

Smoking is only allowed in designated areas

If you drink alcohol, drink only in moderation and only alcohol served on your voyage with us as part of our bar service

Do not behave in a manner to which other Passengers may reasonably object.

We may also ask you not to operate any electronic devices, laser products or transmitting devices, remote or radio controlled toys that could interfere with the comfort of other passengers or the safety and security of the Vessel. If you fail to comply with our requests, we may retain the device until the end of the sailing.

(b) Control of Passengers

We will take all reasonable steps to maintain the comfort, safety and security of all Passengers. If we reasonably consider it necessary, we may restrain you, for example if you:

- (i) conduct yourself so as to endanger the safety of the Vessel or any person on board;
- (ii) obstruct, or fail to comply with any direction of any crew member (iv) commit any criminal act,
- (iii) behave in a manner to which other Passengers may reasonably object
- (iv) interfere with a crew member who is performing his or her duties on board the Vessel
- (v) tamper or interfere with the Vessel or any equipment on the Vessel.

In addition, you may be refused further carriage with us. You may also be prosecuted for offences committed on board the Vessel.

5.4 Diversion Costs Caused by Unacceptable Behaviour

If we delay or divert the Vessel to an unscheduled destination as a result of your failure to comply with any of the requirements set out in these Conditions of Carriage, you must pay us all reasonable costs in connection with the diversion.

## 6. SPECIAL CONDITION F: Electric Vehicles

6.1 For the purposes of this clause 6:

- (a) Electric Vehicle or EV collectively refers to:
  - (i) battery electric vehicles (**BEVs**),
  - (ii) hybrid electric vehicles (**HEVs**) and
  - (iii) plug-in hybrid electric vehicles (**PHEVs**);
- (b) PMD collectively refers to:
  - (i) Personal Mobility Devices (**PMD**) and includes e-scooters, e-bikes, hover boards etc; and
  - (ii) Personal Mobility Aids (**PMA**) and includes motorised wheelchairs or mobility scooters;

6.2 EVs

- (a) If you are embarking the Vessel in an EV you must declare at the time of booking that your vehicle is an EV.
- (b) If you have booked in an EV, you must:
  - (i) ensure that your EV has enough charge to embark and disembark the Vessel; and
  - (ii) advise a Representative of any warning lights or messages displayed or whether the EV has been involved in a collision; and
  - (iii) allow a Representative to conduct an inspection of the vehicle and clearly mark the vehicle as an EV; and
  - (iv) otherwise ensure that your EV is not subject to a vehicle re-call and is safe and suitable for travelling on the Vessel.
  - (v) Ensure the vehicle is switched off/unplugged and not charging.
- (c) The Company reserves the right to refuse to load EVs with an indicated battery fault or an EV that has been involved in a collision. This clause 6.2(c) applies to EVs driven on to or otherwise transported on to the Vessel.
- (d) For safety reasons:
  - (i) EVs are strictly prohibited from being charged while onboard the Vessel; and
  - (ii) EVs will be loaded on a deck and in a space specifically reserved for the use of an EV.
  - (iii) The Company reserves the right to refuse to carry passengers and vehicles who:
  - (iv) have not informed the Company of their intention to travel with an EV at the time of booking their passage; and
  - (v) have not otherwise complied with any of the requirements in this clause 6.

6.3 PMDs

- (a) If you are transporting a PMD in or on another vehicle or otherwise bringing a PMD on-board the Vessel, you must declare at the time of booking you are transporting a PMD.
- (b) If a PMD is being transported mounted on a vehicle or a vehicle and a trailer, the vehicles will be loaded on a deck and in a space specifically reserved for the transport of PMDs.
- (c) If a PMD is otherwise brought on board the Vessel or is not mounted on a vehicle and/or a trailer, the PMD will be stored in a trailer on-board the Vessel specifically reserved for the transport of PMDs.
- (d) The Company reserves the right to refuse to carry passengers and vehicles who:
  - (i) have not informed the Company of their intention to travel with a PMD at the time of booking their passage; and
  - (ii) have not otherwise complied with any of the requirements in this clause 6.