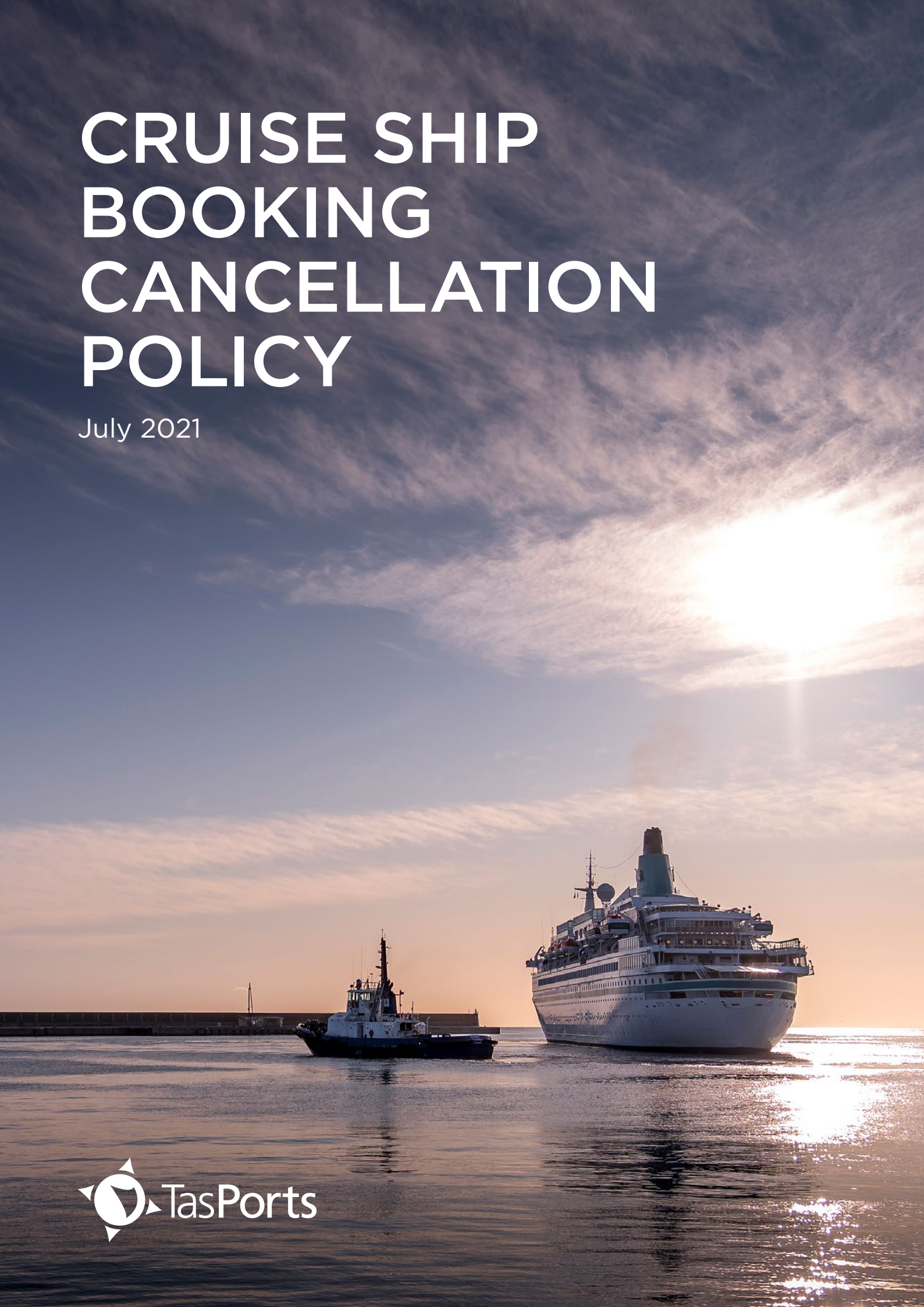


# CRUISE SHIP BOOKING CANCELLATION POLICY

July 2021





# TASPORTS' CRUISE SHIP BOOKING CANCELLATION POLICY

As referred to on page 10 of [TasPorts' Schedule of Port Charges 2021-2022](#)

**TasPorts' Cruise Ship Booking Cancellation Policy applies for calls booked at Hobart, Burnie, Devonport and Bell Bay.**

Cancellation charges will apply in a tiered approach for any cruise vessel with an accepted booking, with charges increasing the closer the cancellation is received to the booked date of call.

Charges will be calculated by reference to the applicable Port Dues for Tonnage, Berth Services and Occupancy and Wharfage Infrastructure Levy for the vessel call, as specified in TasPorts' Schedule of Port Charges (SoC) for the financial year when the cancellation is received. For calls that are cancelled or aborted within four (4) hours of the time for which a Pilot has been ordered at a port or after the Pilot has boarded or commenced transfer to the vessel, the relevant Aborted Calls, Cancellations and Late Change (Pilotage) Charges set out in the SoC will also apply. Other charges associated with Pilotage, Security, Towage and Other Equipment/Services will not apply.

## CANCELLATION CHARGES WILL APPLY AS FOLLOWS:

BOOKING CANCELLATION RECEIVED	FEE TO BE APPLIED
> 12 - 22 months prior to booked call	15% of the applicable Port Dues
> 3 - 12 months prior to booked call	30% of the applicable Port Dues
≤ 3 months prior to booked call	100% of the applicable Port Dues*

**If a Cruise Operator can provide evidence to TasPorts demonstrating that a late cancellation (≤ 3 months) has been made due to circumstances that are entirely beyond the reasonable control of the Cruise Operator then TasPorts will waive the Port Dues that would otherwise be payable under the Cruise Ship Booking Cancellation Policy.**

**Aborted Call, Cancellation and Late Change (Pilotage) Charges listed in the SoC will still be applicable.**



## EXAMPLE: APPLICATION OF CANCELLATION CHARGES:

The following table demonstrates the application of the Cruise Ship Booking Cancellation Policy for a cruise vessel @ 93,502 GRT:

BOOKING CANCELLATION RECEIVED	FEE TO BE APPLIED	CHARGE TO BE APPLIED
> 22 months prior to booked call	Nil	Nil
> 12 - 22 months prior to booked call	15% of the applicable Port Dues	\$10,199
> 3 - 12 months prior to booked call	30% of the applicable Port Dues	\$20,398
≤ 3 months prior to booked call	100% of the applicable Port Dues*	\$67,995

*Charges calculated by reference to TasPorts' Schedule of Port Charges 2021-2022*

## COVID-19

The ongoing impacts of COVID-19 on the cruise sector has been considered as part of this policy development. In situations where a Cruise Operator is forced to cancel a call to a Tasmanian Port (or cancel a call to another Australian Eastern seaboard port which then makes a call to a Tasmanian Port not economically viable for the Cruise Operator) as a result of COVID-19 legal restrictions at a Global, Federal or State level, then cancellation charges for the affected calls will not be applied to bookings falling within the 2021-2022 season (1 October 2021 to 30 June 2022).

This position will be reviewed again prior to the 2022-2023 season (1 September 2022 to 30 June 2023) pending an assessment of the COVID-19 situation.

\* For calls that are cancelled or aborted within four (4) hours of the time for which a Pilot has been ordered at a port or after the Pilot has boarded or commenced transfer to the vessel, the relevant Aborted Calls, Cancellations and Late Change (Pilotage) Charges set out in the SoC will also apply.

## CONDITIONS:

- Agents and Cruise Operators will have a grace period until 30 September 2021 to review and confirm forward bookings for the 2021-2022 Cruise Season in PortMate. Cancellation charges will not apply to changes made prior to the conclusion of the grace period. Following this grace period, the cancellation charges will be applicable to any booking cancellations remaining as accepted in PortMate from 1 October 2021.
- Following the submission of a new cruise ship booking into PortMate, a two-week exemption period from cancellation charges will apply to allow the Shipping Agent to confirm other ports of call on the voyage. This two-week exemption period will apply from the date of approval of a cruise vessel booking by TasPorts.
- If a booking cancellation is revoked or is replaced/exchanged by the line/Agent with another cruise vessel under the same Cruise Operator<sup>1</sup> for the same date, irrespective of discrepancies between vessel size or call duration, cancellation charges will be waived. Replacement bookings will still be subject to review and acceptance within approved port parameters by TasPorts.
- Agents will be permitted to change the estimated time of arrival (ETA) or estimated time of departure (ETD) of an accepted vessel call within the same Cruise Season provided the booking is maintained for the same vessel and Port Area. Revisions to ETA and ETD will be subject to review and confirmation of serviceability by TasPorts.
- If a Shipping Agent books and delivers an unscheduled<sup>2</sup> call by a ship under the same Cruise Operator that previously cancelled a call under this Policy, a credit would be issued provided:
  - » The date of the unscheduled ship call occurs during the same Cruise Season as the date of the original cancelled call.
  - » The booking request and date of the unscheduled call must fall within the same financial year that the original cancellation was received.
  - » The unscheduled call must be delivered prior to the credit being processed by TasPorts; and
  - » If the Cancellation Charges invoiced for the original cancelled call were greater than the Port Dues associated with the new unscheduled call, the credit will be capped at the Port Dues<sup>3</sup> amount for the new unscheduled vessel.
- In the case where evidence can be provided to demonstrate extenuating circumstances, TasPorts' Executive General Manager - Commercial and Trade will reserve the decision to review the application of cancellation charges.

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- 1 Cruise Operator refers to the overarching parent cruise company. Cruise vessels or calls falling under a Cruise Operator refers to any call by a cruise brand owned by the respective parent company.
  - 2 Unscheduled refers to bookings not previously booked at the commencement of the respective cruise ship season in any given financial year.
  - 3 Port Dues to be credited relate to applicable Tonnage, Berth Services and Occupancy and Wharfage Infrastructure Levy charges only. Pilotage, Towage, Security and Other Equipment/Services will not apply.