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www.deepseacharters.com.au

BOOKING TERMS AND CONDITIONS

By booking with Kingfisher Deep Sea Charters, YOU (and all parties of any GROUP BOOKING) shall be deemed to have read, understood and accepted the terms, conditions and policies as set out below. We reserve the right to review and change these terms, conditions and policies at any time, without notice.

For GROUP BOOKING parties, a copy of these TERMS AND CONDITIONS may be downloaded from our website at <http://www.deepseacharters.com.au/terms.htm>. It is the responsibility of the GROUP BOOKING nominated party leader (ie the person responsible for booking & paying the initial charter fee) to distribute a copy of these TERMS AND CONDITIONS to ALL members of their party.

BOOKINGS & PAYMENTS

Bookings

In order to secure your booking, a 50% deposit, and a credit card number at time of booking. Your credit card will NOT be charged without your authorization, unless in the case of our CANCELLATIONS or TERMS & CONDITIONS policy as below. Bookings are NOT CONFIRMED until payment has been received IN FULL, by direct deposit, as stated below.

Payments

Payment for all charters (individual or group bookings) must be made in full, 7 days prior to charter date, via DIRECT DEPOSIT. Your booking is not confirmed until FULL payment is received. Payment should be made to the following Bank Account. If paying via Internet Banking, please enter your FULL NAME as the payment reference:

BANK:	WESTPAC
ACCOUNT NAME:	DEEP SEA CHARTERS
BSB:	032-082
ACCOUNT NO:	333269

BOARDING & DISEMBARKING

Boarding times & wharf locations will be advised on CONFIRMATION of booking. We pickup from most public wharfs WITHIN Sydney Harbour. GROUP BOOKINGS will be given the option of a preferred pickup time & wharf at time of confirmation. INDIVIDUAL BOOKINGS will be advised of the pickup time & wharf at time of confirmation.

Wharf Exceptions – MANLY

In some instances, you may have a member of your group who requests to be picked up from Manly Wharf. While this is possible, the additional time it takes to travel to Manly (for both pickup and drop off) will be deducted from your total charter time. In some instances, this can take up to 3 HOURS in travel time off your charter.

NO SHOW / LATE ARRIVALS POLICY

We have a strict no show / no refund policy. When booking either INDIVIDUAL or GROUP CHARTERS, you will be advised of the pickup time & pickup wharf. Many public wharfs have a maximum 15 minute loading time, therefore, if you, or a member of your GROUP, do not board the vessel at the arranged time, we cannot hold up the fishing charter, and will depart without you. If in the event an individual or a member of your group is running late, we may make, at our discretion, arrangements to pickup from an alternative wharf. However, in most cases, please be aware – **if you miss the boat, no refund!!**

REFUNDS & CANCELLATIONS BY KINGFISHER DEEP SEA CHARTERS

We endeavor to operate all charters in safe and appropriate weather conditions. Weather is monitored closely at all times and in the event the conditions are considered to be unsafe, we reserve the right to cancel charters up until the intended departure time. All effort is made to give as much prior notice of cancellation as possible, however NO liability is accepted for inconvenience or last minute change of charter plans by Kingfisher Deep Sea Charters.

In the unlikely event of a cancellation by us, due to unsafe weather conditions OR boat malfunction, we will; A) give you the option to rebook another suitable date within 12 months; or, ONLY in the case where NO suitable date can be arranged to suit either party, B) provide 100% refund.

Where cancellations are made due to unsafe weather conditions or boat malfunction, we will attempt to give you as much notice as possible of the cancellation, and will send notification to the email address provided and a text message to the mobile number entered when making the booking. It is also your responsibility to check the booking calendar on our website to ensure the trip hasn't been "CANCELLED".

Where a refund is due, you will be required to supply a bank account & BSB number in order for the refund to be transferred to your account. Refunds will be made within 7 days of cancellation by Kingfisher Deep Sea Charters.

CUSTOMER CANCELLATIONS & REFUND POLICY

INDIVIDUAL or GROUP BOOKING cancellations must be made within the following guidelines to avoid forfeiture of payments.

INDIVIDUAL BOOKINGS for 1 person, or groups of 2 or 3 people require minimum 7 days notice prior to charter date.

INDIVIDUAL BOOKINGS for groups of 4 people or greater, up to 7 persons require minimum 14 days notice prior to charter date.

GROUP BOOKING cancellations require a minimum of 21 days notice of cancellation to guarantee refund of deposit in full, ONLY if Kingfisher Deep Sea Charters can rebook the boat.

Kingfisher Deep Sea Charters will, in all cases, make every attempt to re-schedule a booking in the event a charter needs to be cancelled due to unforeseen circumstances. In the case where cancellations DO NOT meet the above guidelines, we reserve the right to refuse refund.

SMOKING POLICY

We have no issue with smoking on board except when interfering with the safety, or the comfort of other passengers. Respect and care to the environment, and other passengers, is essential. Appropriate waste buckets for butts are provided on board.

ALCOHOL POLICY

We permit passengers to bring their own alcohol on board (cans preferred) and this will need to be discussed prior to departure with our office. You will need to bring your own ice.

We reserve the right to refuse alcohol to any passenger at any time during the charter. If a passenger arrives under the influence of alcohol, we reserve the right to refuse boarding to such a passenger, with no refund. Any abusive or inappropriate behaviour on board, while under the influence of alcohol, or indeed at anytime, will give Kingfisher Deep Sea Charters the right to organize the removal from charter of such a passenger, or indeed terminate the charter completely. Refunds are not applicable in any way in this instance.

Where excess consumption of alcohol does jeopardize safety, we reserve the right to terminate the trip with no refund due – and to safely remove any affected passengers, at whatever wharf we see suitable.

Alcohol consumption does affect your ability to adapt to conditions present at sea, and we stress the importance of minimal alcohol consumption levels.

Kingfisher Deep Sea Charters are alleviated from any liability caused from ANY passengers not adhering to or conforming to recommendations and rules outlined by crew on board the vessel.

SEA SICKNESS

We recommend passengers use seasickness tablets according to personal needs. If you think you might get seasick, take pills as instructed on packet but take PRIOR to boarding the vessel. Once we are at sea it is too late. In the event a passenger gets seasick, we cannot bring any passenger back to a wharf until the charter is completed. In extreme cases of passenger (or crew) illness or injury and where the decision is made by crew and management to cease operating the outing to ensure the person's wellbeing, Kingfisher Deep Sea Charters are not responsible or obliged to give refunds or offer an alternate outing. We do not supply sea sickness tablets onboard.

GENERAL PASSENGER INFORMATION

We recommend comfortable clothing of a lightweight material for most days and occasions. It is recommended to bring along a jumper and/or windproof jacket as the conditions at sea are often harsher than what you will experience within Sydney Harbour. We recommend appropriate covered shoes to be worn at all times during the charter.

Other items we suggest you bring include: Sunscreen and Hat, Sandwiches or Rolls, Sunglasses, Fruit (NO BANANAS! – see Note Addendum below), your own small portable esky / cooler bag or plastic bag (to carry fish home in!)

TERMS & CONDITIONS

You must follow the Skippers instructions at all times while onboard. Our primary concern is for your safety, and you must comply with any instructions from the Skipper immediately and without argument. This includes donning lifejackets when asked to due to unsafe weather conditions.

Fishing Equipment & Bait

We provide all fishing gear and tackle and bait. If any gear belonging to Kingfisher Deep Sea Charters is misplaced or lost at sea, the cost replacement value may be passed on to the INDIVIDUAL passenger or GROUP passenger involved. Cost of replacement will be charged to the credit card number provided at time of booking (whether INDIVIDUAL or GROUP booking). Passengers are welcome to bring their own fishing gear. You are not liable for any normal wear and tear or gear failures, such as reels jamming or rods breaking when the rod to line angle is greater than 90 degrees. Rods do occasionally break when used improperly, and we can advise you on this if you are unsure, so please just ask.

LIMITATION OF LIABILITY

Notwithstanding anything else expressed or implied in these terms and except where a statute requires otherwise, Kingfisher Deep Sea Charters shall not be liable, whether in contract, tort or otherwise for:

- (a) any injury to persons or damage to property; or
- (b) any direct, indirect, consequential, financial or economic loss or damage to property arising out of any act or omission of Kingfisher Deep Sea Fishing Charters.



Note Addendum: In the old days ships transported banana's from the West Indies to Britain. If no wind, the banana's rotted, Vitamin B ate out the caulking and the ship sank. Many seamen lost their lives through this.
Banana's are TABOO on boats!!