

## **General Terms and Conditions for Northern Conquest Charters Pty Ltd**

### **1. Booking Terms**

- 1.1. A Booking is not secured until full payment has been received.
- 1.2. We do not accept any responsibility for the non-arrival or the late arrival of fishing gear, bags and luggage.
- 1.3. All guests must declare any pre-existing medical conditions and/or any medication prior to booking and departure
- 1.4. Due to safety concerns, children under 32Kg are unable to go on offshore trips. Children's prices are for children aged under 12 years, weighing >32 Kg, teenagers aged between 13-17 years and adults' prices are for all persons 18 years and over. Adult Life jackets are supplied. Appropriate and legal child life jackets will need to be sourced by the customer before the trip. (See Australian Standard 4758)
- 1.5. Some of the fares reflect these age groups and proof of age may be requested.
- 1.6. Northern Conquest Charters (NCC) will not be responsible for any loss, injury or damage incurred or suffered by the guest during the trip.
  - 1.6.1. If you fail to show at the booked time, or on the booked day of your fishing trip, we cannot offer a refund or credit.
- 1.7. We do not normally provide accounts unless prior arrangements have been made with management. (Exceptions can be made for government agencies)

### **2. Number of Passengers**

- 2.1. All advertised trips require minimum numbers for the trip to proceed. If minimum numbers are not met, guests will be offered their choice of alternative dates and/or trips or a full refund.
- 2.2. Maximum numbers are set dependent on the type and duration of trip to ensure guest enjoyment, comfort and safety. Waiting lists are available for some trips if a guest could not secure a booking for their desired trip.

### **3. Departure**

- 3.1. Please arrive 30 minutes prior to the departure time of your trip for the compulsory safety briefing. We cannot wait for late guests as it's not fair to the other guests whose charter time may be reduced.
- 3.2. For safety reasons, please wear enclosed footwear.

### **4. Fishing Tackle**

- 4.1. All terminal tackle is supplied for bottom fishing. This includes sinkers, hooks, line, leader and trolling lures.
- 4.2. We do not supply Rods and reels free of charge. We do however have a daily hire service, and these can be ordered at time of booking. Loss or damage to this equipment will be paid for by the hirer.
- 4.3. Bait, we supply quality squid and pilchards along with fresh cut baits at sea.

### **5. Price Changes**

- 5.1. It is rare these days, however if the price of fuel was to increase dramatically, we may have to negotiate a levy.

### **6. Changes, Cancellations & Refunds**

- 6.1. It is rare that we are forced to cancel a charter, however, due to the unpredictable nature of the sea and the weather it does happen. For this reason alone, travel insurance makes

sense and we strongly recommend you obtain insurances to protect your deposit. – For more information please contact us directly.

- 6.2. Similarly, for reasons beyond our control we are sometimes forced to alter the time or date of departure or return of a charter, the duration of a charter, or the destination of or route taken by the charter.
- 6.3. Northern Conquest Charters reserve the right to cancel a trip at any time in the event of adverse weather, conditions, safety risks, equipment failure or any other reasonable and unforeseen circumstances.
- 6.4. In the event the trip is cancelled at any time we will not be held liable for any travel costs, meals, accommodation or any other costs the customer may have incurred. Guests must acknowledge this risk and it is their responsibility to take appropriate Travel Insurance if they wish to claim these expenses.
- 6.5. If a person becomes unwell and the skipper determines he/she must be returned to shore, then no refund will be given for lost time.
- 6.6. Cancellation Fee\* (Cancellation by the client) 25% of the Price when rebooking for a new Charter 50% of the Price with no rebooking for a new Charter (or by arrangement with management) 25% of the Price if more than 8 weeks' notice prior to Intended date of departure 50% of the Price Less than 8 weeks but greater than 2 weeks prior to intended date of departure 100% of the Price ie no refund, if less than 2 weeks' notice prior to intended date of departure. (including cancellation after charter commences)

## **7. Changes to the Charter, Cancellation Fees and Travel Insurance**

- 7.1. We strongly recommend that you obtain travel insurance to protect yourself against the loss of a cancellation fee, and any related costs which you may incur as a consequence of a cancellation, or alteration to the timing, duration, destination or route of the charter. We will not be held liable for any indirect costs incurred by booking a charter with us.

## **8. Travel Insurance**

- 8.1. Most events which cause distress to travellers can be insured against and we strongly advise the purchase of a suitable travel insurance policy. A small additional investment when you book, should ensure you are protected if your holiday is interrupted by illness, a family emergency, or severe tropical weather.
- 8.2. NCC strongly advises purchasing travel insurance to protect against loss caused by medical & hospital expenses, stolen & lost luggage, trip and activity cancellations, flight delays, cyclones, evacuation and more.
- 8.3. NCC will take reasonable steps to assist you to recover any Loss (including the Cancellation Fee) from your travel insurer (if you have affected a travel insurance policy) as a consequence of or in connection with the exercise by either party of a right granted under these Terms & Conditions.

## **9. Compliance with Law and Directions**

- 9.1. You must, during the charter comply with all reasonable instructions by the crew and all applicable laws.
- 9.2. You may be refused entry to or be requested to leave the vessel, or be physically restrained, or removed if you are:
  - 9.2.1. Objectionable to other passengers;
  - 9.2.2. Threatening the safety or security of other passengers or any property of other passengers or us;
  - 9.2.3. Under the influence of alcohol or drugs;
  - 9.2.4. Not physically or mentally fit to travel on the Charter; or
  - 9.2.5. In need of medical or other special assistance.

## **10. Responsibilities**

- 10.1. You indemnify NCC against any loss, incurred by us or any other passenger or the crew, due to your negligence or wilful misconduct or your breach of these Terms and Conditions.
- 10.2. We are not liable for, and you release us from any claim for loss which you incur or suffer as a consequence of, or in connection with:
  - 10.2.1. Your attendance on the charter (including your travel on the vessel or the use by you or any other passenger of any equipment);
  - 10.2.2. The exercise by us of any of our rights under these Terms and Conditions;
  - 10.2.3. Your negligence or a breach by you of these Terms and Conditions;
  - 10.2.4. Our compliance with a requirement of any law, regulation order or notification.
- 10.3. Without limiting the above, if for any reason whatsoever you damage the vessel or damage or lose any equipment, i.e. a rod and reel, then you will be liable for these costs and damages.

## **11. Acknowledgement of Risk**

- 11.1. The guest acknowledges and agrees that, upon booking a charter with Northern Conquest Charters, all guests have read and agree to this Acknowledgement of Risk, wherein the guest/s releases Northern Conquest Charters from any liability with respect to any injuries, loss or damages which may be sustained by the guest/s in the course of undertaking a fishing charter, whether dangerous, hazardous or otherwise.
- 11.2. The guest warrants that he/she does not suffer from any Medical Condition and/or incapacity which may impair the guests ability to participate in Northern Conquest Charters trips and further, that the guest does not suffer from any Heart Condition, Epilepsy or other medical condition which may result in the guest potentially placing himself/ herself in a position of risk, by undertaking charters booked with Northern Conquest Charters.
- 11.3. The guest pledges that no legal action will be initiated by them against Northern Conquest Charters, its guests, its agents, employees, instructors, and/or personnel, due to any accident or injury sustained during the course of undertaking a charter booked through Northern Conquest Charters.
- 11.4. The guests unconditionally agree to fully indemnify Northern Conquest Charters and all its servants, agents, guests and employees against any injury, damage or accident that may be sustained by the guest/s, whilst participating in charters booked through Northern Conquest Charters or the entities and groups who offer various services to Northern Conquest Charters. These conditions also apply to trips won as prizes.
- 11.5. By paying your deposit, we understand you have read and agree with the terms and conditions outlined above.

## **12. Transport**

- 12.1. We urge customers to obtain insurance on transported goods, as we will not take responsibility for any product i.e. fish transported home.