

Unless otherwise agreed in writing and or including email all charters are sold based on the following terms and conditions of the purchaser and no agent or representative has authority to omit part of, or all of these conditions.

Injury and Liability

Blue Juice Charters provide adventure tours in remote and wilderness areas and the customer acknowledges that personal injury is a constant possibility whilst on tour. Injuries may include but are not limited to such things as breaks and sprains from falls, fishing incidents such as infections from fish and fishing equipment, injury from vessel and tender transfers are some but not all situations that may cause death or injury. Facilities for boarding in remote location may be limited and contain certain risks.

Blue Juice Charters does not accept any liability for personal injuries sustained whilst on tour and the customer acknowledges that the Customer will have no right of refund in full or part and no right to claim compensation for any loss and or cost incurred as a result of injury personally or to another guest that may cause the change, modification, cancellation, postponement or delay of any tour.

Payments

The Deposit will be charged at the time of reservation. The remainder, full charter cost, will be charged and processed on the same credit card used for the deposit on arrival for day charters or 7 days prior for extended tours.

A "No Show" will be charged in full.

All charter prices are subject to change and / or surcharges, Customers are aware that surcharges may apply at any time, including but not limited to surcharges, additional to the purchased charter price to cover fuel and food price increases.

Deposit payments

Day Charters

A minimum \$100 per person or \$1,000 for private bookings, non-refundable deposit is required to hold a reservation for the hirer. Final payment will be due in full prior to the day or at the charters departure.

Extended Tours

Blue Juice Charters requires a \$1,000 non-refundable deposit within 14 days of booking to confirm and secure your charter.

Failure to make payment in respect of bookings or instalments shall entitle Blue Juice Charters to consider the reservation cancelled. All efforts on behalf of Blue Juice Charters will be made to contact you before the reservation is made available to other parties, however, should contact not be made, Blue Juice Charters shall be entitled to consider the reservation void and release the charter dates and places.

Final payment

Day Charters

Final payment is required no later than the departure time of the charter. Final payment failure will result in cancellation of the reservation and forfeiture of your deposit as outlined above.

Extended Tours

Final payment is required between 90 days and no later than 20 days prior to the charter departure date. Final payment failure will result in cancellation of the reservation and forfeiture any payments and deposit as outlined above. .

Fishing Rules and bag limits

Daily bag limits and the total amount of fish allowed on board for our tours have a maximum limit as defined by the Western Australian Department of Fisheries - "Fishing Rules and Regulations" and may be subject to change without notice. Blue Juice Charters may at anytime allocate their own limits and quotas for tours that may be less than those quoted by the department. Our tours are about fun friends and fishing and not about filling the freezer.

Travel Insurance

We require that all guests take out travel insurance for their trips. In the event that a trip is reduced, cancelled or rescheduled due to unforeseen or weather-related circumstances, we cannot accept responsibility for any loss of trip costs, airfares, lost holiday time or any other financial consequences as a result of the booking.

We strongly recommend that you take out travel insurance as soon as you confirm your booking to cover any weather-related cancellation due to unsafe weather conditions. There are many companies that offer suitable policies, but please do ensure that the company you choose covers offshore fishing trips and covers the full cost of your trip in the event of a full weather-related cancellation. One such company is "Cover More Travel Insurance". 1300 72 88 22

Cancellation Policy -

Extended , Multi DayTours

Our charters hold limited numbers, many of our tours sell out. For this reason, we request that you cancel at least 90 days before your scheduled tour. This will allow us to offer your spot to another person. You may call us on 08 9401 4666 anytime to discuss your options or cancel.

Deposits and payments are non-refundable.

If a booking is cancelled less than 90 days prior to the charter departure, or if passengers fail to arrive the total charter cost is forfeited. Blue Juice Charters does not accept in part or full the responsibility for such things as force majeure, war or for the actions of other carriers that might result in the purchaser failing to observe a booking condition. Blue Juice Charters recommends that passengers arrange adequate travel insurance which includes cancellations and other events.

Blue Juice Charters will endeavour and make all attempts to fill the places made available from the cancellation, and if successful payment will be returned to you in full minus the deposit/booking fee wherever possible.

All Refunds will incur an Administration fee, the administration fee is 20% of the booking price.

Cancellation Policy Day Tours –

Individual and small Groups bookings

It is recommended that cancellations for charters booked be made within the following time frames to ensure a full refund. Bookings for 1 person and groups of 2 or 3 people - a minimum of 4 days' notice. Bookings for

groups of 4 or more people - a minimum of 10 days' notice prior to the charter date.

Blue Juice Charters may cancel the days charter at any time due to weather conditions being unsuitable for the days activities or due to minimum numbers of paying passengers not being met.

Blue Juice Charters has a strict policy on a minimum of 12 passengers for the charter to take place. In the event that Blue Juice Charters cancels due to weather or minimum passenger numbers not being met, pre-paid charter passengers have the option of a full refund or transfer to another day. Gift vouchers will not be redeemed for cash but will be extended to allow the person to book another day.

Cancellation Policy Day Tours –

Private & Whole Boat Charters

Private bookings and whole boat charters require a minimum of 30 days notice of cancellation to guarantee refund of payment in full.

If a cancellation for a private charter is made within 7 to 30 days of the charter date, the deposit or full payment is refunded in full only if Blue Juice Charters can rebook the boat to another customer.

Should Blue Juice Charters not be able to rebook the boat, the customer is only entitled to a 50% refund of the total charter amount. Cancellations made within 7 days of the charter date forfeit the full amount of the charter cost,

Blue Juice Charters will make every effort to rebook the vessel and if successful, payments and deposits will be returned to you in full.

Duty of Care / Safety Statement

All customers will be given a safety briefing prior to departure including a life jacket drill. We have full public liability insurance. Blue Juice Charters Pty Ltd accepts that by paying in full and undertaking the charter that you the customer have read in full and agreed to the terms and conditions provided to you at the time of booking within the email confirmation. All Customers must declare any pre-existing medical condition or any medication prior to booking or departure. Some customers are deemed to be at increased risk and therefore may require special attention.

Liability Conditions

Blue Juice Charters provide adventure and fishing charters that involve a degree of physical activity and adventure itineraries, rough weather and seas are likely, the boat will heave and roll in rough conditions. These tours are a personal choice. This being the case, Blue Juice Charters expects each passenger understands the risks involved and personally able to accept such risks as a part of the charter offered.

The risk of rough seas is likely and beyond the control of the vessel master and its owners. Sea states can change rapidly, tours may be cancelled mid charter or earlier to ensure your safety.

It is always possible that we may have to return to a port other than the location we departed from. Blue Juice Charters does not accept any losses, costs or expenses suffered by the guest as a result of the change in location.

Blue Juice Charters will undertake to deliver services at the indicated times, however, does not accept any losses, costs or expenses suffered as a result of any delay in the delivery of services.

Blue Juice Charters does not accept any liability for breach of contract when influenced by such things as force majeure, war, industrial dispute, civil unrest or natural disaster, inclusive of weather conditions and mechanical breakdowns of the vessel that would prevent Blue Juice Charters from operating in some capacity.

Force Majeure Event

1.1 "Force Majeure Event" means any act of God, war, terrorism, fire, flood, cyclone or any other extreme weather conditions, loss of power, epidemics and or federal government restrictions, including (but not limited to) restrictions on travel and gatherings, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Company's services beyond its control or pandemics (including COVID-19), public health emergencies, industrial disputes, slow-downs or other strike, riots or civil unrest, acts of government, semi government or other authorities, state

1.2 If any Force Majeure Event results in the Company being prevented from, or delayed in, performing any of its obligations to the Customer:

- (a) then such a delay or prevention of performance shall not be deemed to be a breach of contract or any other obligation placed upon the Company under these terms and conditions;
- (b) no loss or damage shall be claimed by the customer from the Company by reason thereof; and
- (c) the Company shall use its best endeavours to minimise and reduce any period of suspension occasioned by any Force Majeure Event.

1.3 In the event of a Force Majeure Event, the Company, in its absolute discretion may:

- (a) cancel or modify any routes within the product itinerary or objectives set out in the itinerary;
- (b) substitute different or equivalent routes within the itinerary in place of cancelled or modified routes;
- (c) postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the itinerary) any aspect of the product if in the absolute discretion of the Company it is necessary to do so;
- (d) offer a transfer of the product, or part thereof, to an alternative date within 12 months (or such longer period as is reasonable and determined by the Company in the circumstances), which transfer option is subject to availability;
- (e) offer a credit, to the value of any monies paid, which credit will be transferable to another person and valid for travel within 12 months from the issue date (or such other longer period as determined by the Company in its absolute discretion), provided that:
 - (i) any additional costs payable on the new product will be payable by the Customer in full at the time of booking;
 - (ii) additional costs may apply for the product in future seasons; and
 - (iii) the credit, or any balance on a partially used credit, is not redeemable for cash.

Charter Amendments by the Company

1.1 Prices and products, including (but not limited to) accommodation and products as shown on the Company's website are subject to change. The Company reserves the right to change this information without notice.

1.2 The Company reserves the right to:

- (a) cancel or modify any routes within the product itinerary or objectives set out in the itinerary;
- (b) substitute different or equivalent routes within the itinerary in place of cancelled or modified routes;
- (c) postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the itinerary) any such aspect of the product if in the absolute discretion of the Company it is necessary to do so.

1.3 In the event of any change, modification, cancellation, postponement or delay the Customer acknowledges that the Customer will have no right of refund and no right to claim compensation for any loss and or cost incurred by reason of the change, modification, cancellation, postponement or delay.

Amendments by the Customer

1.4 All booking amendment requests must be received in writing from the Customer via email no less than 90 days prior to the departure date.

1.5 The Company may consent to the amendment of a portion of or all of the booking in its absolute discretion.

1.6 The Customer is responsible to ensure any components booked separately are appropriately amended by the Customer.

1.7 The Customer is responsible for any costs incurred in connection with the amendment request, including (but not limited to) new season or other rate increases, third party provider fees, and any rebooking fees payable to the Company.

Blue Juice Charters recommends that passengers take out adequate travel insurance. In the event of weather, a mechanical breakdown, failure or any other vessel malfunction that requires the crew to terminate the trip a partial refund may be offered, considering the duration of the trip already completed.

Smoking

Smoking is not permitted throughout the interior of the vessel; areas on the outside deck area will be made available for guests to smoke cigarettes. Respect and care for the environment and others is essential and a thoughtful nature in respect to non-smoking passengers.

Alcohol policy

Beer bottles / stubbies will not be permitted onboard, CANS ONLY.

Blue Juice Charters permits passengers to bring their own alcohol on board. Blue Juice Charters adheres to the responsible service of alcohol and therefore reserves the right to refuse service to and the removal of personal alcohol to any passenger at any time during the charter. Any inappropriate or abusive behaviour while under the influence of alcohol or drugs or indeed at any time will give Blue Juice Charters and its crew the right to organize the removal from the charters any such passenger / passengers.

All costs incurred by the Customer and or the Company as a consequence, will be at the Customer's own expense. The Customer shall not be entitled to any refund of monies paid by the Customer to the Company under these circumstances

Boarding and Disembarkation

Abrolhos Islands

Passengers are to meet the vessel "Bluewater" in Geraldton the day prior to the charter. Travel to Geraldton is the passengers' responsibility.

Montebello Islands

Passengers are to meet the vessel "Bluewater" in Exmouth the day prior to the charter. Travel to Exmouth is the passengers' responsibility. Passengers will disembark on the last day of the charter at approximately 9am on the final day.

Baggage Limits

Please use soft bags when packing your luggage. Please attempt to keep your baggage to a maximum of 1 soft bag weighing no more than 15 kilograms.

House Keeping

Blue Juice Charters will supply, fitted sheets, top sheets and blanket / doona for each charter, Passengers are not required to bring their own.

Guests are required to bring their own towels and toiletries. A sleeping bag or blanket will be required if you choose not to sleep in your allocated bunk. Sleeping outdoors is not permitted whilst the vessel is in motion.

Passengers are expected to maintain a good level of personal Hygiene for the duration of the charter. Any and all illnesses are to be reported to the crew immediately.

Fishing Equipment

Blue Juice Charters is equipped with a large amount of fishing gear, tackle and bait. Rods and reels are paid for on the following basis

Any rods or reels that are broken or dropped overboard will need to be paid for by the guest. Any line, rods or reels lost will be paid for by the client at our cost price.

A credit card is required as security for all high end fishing equipment - (all non alvey rods and reels). The customer is required and agrees to pay for any damages to the fishing equipment

Passengers are welcome to bring their own rods and fishing gear. The Blue Juice Office staff are available to discuss this with you.

You will then have to settle your account at the end of the trip via credit card, or cash. While every effort is made by our crew to ensure this tab is accurate it is each guest's responsibility to monitor this tab and ensure the items recorded are correct

Passenger Information

Blue Juice Charters recommends comfortable clothing be packed for the charter appropriate to the time of year and weather conditions. It is recommended to include adequate changes of clothing including t-shirts and long-sleeved shirts, a weatherproof jacket, hat, sunglasses, sleeping bag and toiletries. Blue Juice Charters always recommends appropriate footwear during the charter.

The Abrolhos & Montebello Islands are wilderness areas, passengers need to be aware of this aspect, phone coverage is unlikely and the

weather can take a turn for the worse, charters may be reduced in time to cater for safe travel if required.

Medical evacuations

We may not be able to evacuate people from the remote areas we visit, evacuations may be through the Royal Flying Doctor Service and or government rescue operations.

Evacuations at the Arolhos Islands may be available through local air charter services and will be at the passenger's expense.

It is our understanding that medical evacuations for Australian Citizens that are coordinated by the Royal Flying Doctor Service may be covered by the Australian Medicare system, but we would advise that your travel insurance policy include provision for evacuations if required.

Medical evacuations for non-Australian citizens are not covered by our government. Please ensure that your travel insurance covers medical evacuation if you are not an Australian citizen.

Please note that all guests, Australian or non-Australian, would be liable for the cost of a medical evacuation requested through our transfer providers.

COVID - Vaccinations / Ability to travel

The customer shall comply with all Government (federal and state) requirements for entry into Western Australia or to access the operator's premises, event, or service. Where the customer does not meet a vaccination or testing requirement;

- a) prior to departure from the customers home location, the customer will not be granted entry and will forfeit any and all monies paid; or
- b) for entry to the boat or charter, the customer will not be granted entry and will forfeit any and all monies paid.

Where the customer cancels due to travel restrictions other than vaccination or testing requirements, and the customer has provided such notice of cancellation at the earliest possible time, the customer will be offered a credit note (to be used at a later time), where such an offer is at the absolute discretion of the operator. The operator reserves the right to withhold some monies to cover administrative expenses and other losses, dependant on when the notice of cancellation is given by the customer.

Please call us on 9401 4666 to discuss what options we have available to you.

What we cannot do:

As Coronavirus (COVID-19) is a known issue, WE CANNOT OFFER ANY REFUNDS if you cancel due to COVID-19 related restrictions.

If the tour is cancelled by the operator due to staff requirements to Isolate under the WA or Federal government mandates. The customer will be offered a credit note (to be used at a later time)

Government Requirements / COVID-19

1.1 If the Customer contracts COVID-19 (or any other pandemic virus or disease) within 21 days of the scheduled departure date, or is instructed to self-isolate by the applicable Government or other authorising body or

other persons, the Customer must notify the Company in writing. In such circumstances, the Customer (and any other guest cancelling as part of the booking) will not be able to and will not be granted permission to undertake or participate in the product. The Company, in its sole discretion, may offer to the Customer a transfer of the product to an alternative date (subject to availability). The Company reserves the right to request supporting evidence of any contraction of COVID-19 or instruction to self-isolate.

1.2 Where the Customer presents with an elevated temperature or other symptoms of COVID-19 or any other communicable disease or virus (whether you are aware of the condition or not), the Company may in its absolute discretion:

- (a) refuse the Customer's participation in the tour;
- (b) request that the Customer wears a face mask or other protective equipment.
- (c) request that the Customer undertakes a Rapid Antigen Test; and or
- (d) request that the Customer concludes the product / leaves the premises at the earliest possible and safest opportunity.

1.3 Where clauses 1.2(a) and (d) apply, the product will be deemed to have been cancelled by the Customer and the Company's usual cancellation provisions will apply. All costs incurred by the Customer and or the Company as a consequence will be at the Customer's own expense. The Customer shall not be entitled to any refund of monies

paid by the Customer to the Company under these circumstances.

1.4 Where the Customer presents with an elevated temperature or other symptoms of COVID-19 or any other communicable disease or virus and obtains a negative result to a COVID-19 test, the Company may in its absolute discretion allow the Customer to participate in or re-join the product.

1.5 Where the Customer is not allowed to participate in or re-join the product in accordance with clause 1.4 above, the product will be deemed to have been cancelled by the Customer and the Company's usual cancellation provisions will apply. All costs incurred by the Customer and or the Company as a consequence, will be at the Customer's own

expense. The Customer shall not be entitled to any refund of monies paid by the Customer to the Company under these circumstances.

1.6 The Customer shall comply with all vaccination and or testing requirements and or directions by:

- (a) the applicable Government (Federal or State);
- (b) health authority or other authorising body;
- (c) the Company; or
- (d) any third party provider,

in relation to COVID-19 (or any other disease or virus), for entry to the location of the product or to use or participate in the product.

1.7 The Customer will be required to be fully vaccinated from 31 January 2022. Proof of vaccination will be required prior to utilising or participating in any product including commencing any product. Where there is any

inconsistency between the date specified in this clause for vaccination and any requirement or direction issued by the applicable Government (Federal or State), health authority or other authorising body, any such requirement or direction issued by the applicable Government (Federal or State), health authority or other authorising body will prevail.

1.8 Where the Customer:

(a) is unable to meet any requirement (including where the applicable Government, health authority or other authorising body requirement is introduced subsequent to the booking);

(b) cancels the booking; or

(c) is unable to access the location of the product, as a result of a requirement referred to in clauses 1.6 and 1.7 above, the Customer shall forfeit all monies paid to the Company.

1.9 Where the Customer does not comply with any requirement referred to in clauses 1.6 and 1.7 above, the Company reserves the right to decline the booking, cancel the booking or refuse the Customer's participation in the product at the Company's absolute discretion and at the Customer's cost.

1.10 Where the Customer is unable to utilise or participate in the product, or any part thereof, due to COVID-19 (or any other pandemic) border closures and or travel restrictions imposed by the applicable Government or other authorising body, the Company, in its sole discretion, may offer to the Customer:

(a) a transfer of the product, or part thereof, to an alternative date within 12 months (or such longer period as is reasonable and determined by the Company in the circumstances), which transfer option is subject to availability; or

(b) a credit, to the value of any monies paid, which credit will be transferable to another person and valid for travel within 12 months from the issue date (or such other longer period as determined by the Company in its absolute discretion), provided that:

(i) any additional costs payable on the new product will be payable by the Customer in full at the time of booking;

(ii) additional costs may apply for the product in future seasons; and

(iii) the credit, or any balance on a partially used credit, is not redeemable for cash.

1.11 The Customer releases and indemnifies the Company from any liability, loss or damage, of any nature, that may occur to the Customer, the Company or any other person (including but not limited to persons departing on the same product or utilising the same accommodation booked). Such liability, loss or damage may include (but is not limited to) all costs, losses and expenditures arising from the Customer's use or participation in the product, any cancellation of the product, or any injury, illness or death of the Customer or any person.