

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.

## Deposit payments

Blue Juice Charters requires a 50% non-refundable deposit within 14 days of booking to confirm and secure your charter. Failure to make do 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

Final payment is required no later than 60 days prior to the charter departure date. Final payment failure will result in cancellation of the reservation and forfeiture of your deposit as outlined above.

## Cancellation Policy

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 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 cancellation policy insurance and or adequate travel insurance.

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.

## Cancellations due to COVID – 19

### Bookings made BEFORE 18 March 2020

If you wish to cancel a tour due to travel restrictions or government advice regarding Coronavirus, we can provide the following options:

Rebook you to a date in the future.

Provide a gift voucher for the full amount paid. This gift voucher is valid for 12 months and can be transferred to other tours operated by Blue Juice Charters. These vouchers can also be transferred to other people if you wish to sell or gift them in future. Please contact us to arrange this.

Apply our cancellation policy (pre-coronavirus) to your booking.

Contact your travel insurance. If you booked prior to Coronavirus becoming a known event and before travel restrictions were put in place, you may be able make a claim under your travel insurance policy for the cost of the tour. We will assist you in any way we can with this.

### *What we cannot do:*

Provide a full refund. If you are unable to attend one of our tours or any area we operate at the time of your charter due to COVID19 and it's related travel restrictions, please consider deferring your plans rather than cancelling them and take up our offer of a gift voucher that can be used up to book on next years tours. By doing this, you are helping to ensure the small local businesses, tour companies and accommodation providers will still be here when we all get back on our feet and you are free to start exploring once again. This truly is a time to work together as one, look after each other and keep choosing kindness. We are all in this together.

### Bookings made AFTER 18 March 2020

As Coronavirus (COVID-19) is a known issue, WE CANNOT OFFER ANY REFUNDS, if you cancel due to COVID-19 related restrictions. We can however rebook you a new date or provide a gift voucher valid for 12 months if your booking has to be cancelled due to COVID-19 restrictions. Please feel free to call us on 9401 4666 or visit our bookings website to view tour availability.

## 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 Tours 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, these 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.

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.

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

## Smoking

Smoking is not permitted throughout 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

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.

## Boarding and Disembarkation

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

A complimentary shuttle transfer is generally available from Hillarys to Geraldton. This is a free service and not part of the charter cost. The

shuttle transfer is not considered part of the trip. In the event the bus is not available it is the passengers responsibility to make their own way to Geraldton.

The shuttle transfer departs from Hillarys marina at 2pm on the day prior to the charter, no alterations to the schedule are available.

Passengers will disembark on the last day of the charter at approximately 2:30pm

## **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, under sheets, pillows and pillowcases for each charter, Passengers are required to bring their own sleeping bag or blankets, towels and toiletries.

Passengers are expected to maintain a good level of personal Hygiene for the duration of the charter. Any and all illness is 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 Islands are a wilderness area, 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.