

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**

All Bookings are tentative until deposits or full payment have been received by Blue Juice Charters. Tentative bookings will be held on behalf of the hirer for 7 days, subject to the receipt of a deposit. Unless the hirer informs Blue Juice Charters otherwise, the booking may be automatically cancelled after that time.

#### **Deposits & Final Payments:**

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

#### **Final payment**

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.

#### **Cancellation Policy –**

##### **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 been 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.

#### **Cancellation Policy –**

##### **Day Fishing Trips - Individual and Group 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 7 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.

#### **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.

#### **GIFT VOUCHERS**

Gift Vouchers are valid only when fully paid by the purchaser or distributor. Gift Vouchers cannot be redeemed for cash or refunded in part or full. Vouchers are transferable to other individuals and are valid only for the period indicated thereon.

Once the voucher has been redeemed (i.e. the trip date has been booked) all other terms relating to Alteration and Cancellation apply, however the value remains non-refundable. Your Gift Voucher is strictly valid until the Expiry Date shown on your Gift Voucher, and you must redeem the voucher on a fishing trip within that period.

Should you need to extend the validity of your gift voucher beyond the expiry date, a 3 month extension is available at \$75 per voucher. No further extensions are permitted beyond this period.

Please note that it may take several attempts to take your fishing trip due to weather conditions and or insufficient passenger number to enable the boat to go out for the day.

Blue Juice Tours Pty Ltd has a strict minimum number of 12 persons as a minimum to enable the boat to depart for the day fishing trip. It is advised that Gift Voucher holders need to book well in advance of the expiry date. Weekend fishing trips are always popular and may be booked out for a few weeks in advance. Please consider this when making your arrangements.

#### **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 minimum passenger numbers not being met and weather conditions that would prevent Blue Juice Charters from operating in some capacity.

Blue Juice Charters recommends that passengers take out adequate travel insurance.

#### **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 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 anytime 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.

**Passenger Information**

Blue Juice Charters recommends comfortable clothing be packed for the charter appropriate to the time of year and weather conditions. Blue Juice Charters recommends appropriate footwear at all times during the charter.

**Fishing Equipment**

Blue Juice Charters is equipped with a large amount of fishing gear, tackle and bait. Passengers are welcome to bring their own rods and fishing gear. The Blue Juice Office staff are available to discuss this with you.

Please Sign and acknowledge that you have read and understand these Terms and Conditions.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_