

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.

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.

No Show will be charged in full.

Deposit payments

Day Charters

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.

Extended Tours

Blue Juice Charters requires a \$500 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 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

Extended Tours

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.

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

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 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 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 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 credit voucher for the full amount paid. This credit voucher is valid for 12months 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 credit 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.

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 may however be able to rebook you a new date or provide a credit voucher valid for 12 months if your booking has to be cancelled due to COVID-19 restrictions. Please call us on 9401 4666 to discuss what options we have available to you.

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, 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.

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 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

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 Montebello 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.