



BOOKING PROCEDURES TERMS & CONDITIONS

DAY CHARTERS & TOURS

PRICES: All prices are quoted 'per person' unless otherwise stated. Land component prices are priced in Australian Dollars (AUD). The offer, prices and all terms and conditions on this booking form, in the brochure, on our website and all our promotional material are subject to change or withdrawal without notice prior to final payment being received by Fishabout.

FINAL PAYMENT: Full and final payment is due on receipt of your confirmation and invoice. Failure to pay by the due date may result in auto cancellation of your booking.

PAYMENTS: Fishabout will accept payments by the following methods to our office. Cash, cheque, credit card, or direct deposit into our bank account. Agents payments can be made direct deposit. Please note: there is a 1.5% charge when paying with Visa or Mastercard. Fishabout Guides do not collect payment.

CANCELLATION: In the event of cancellation more than 72 hours prior to departure, Fishabout will refund your charter in full. For cancellations inside 72 hours but more than 24 hours prior to departure, Fishabout will retain 50% of the total charter price. Cancellation within 24 hours prior to departure will incur a 100% cancellation fee. No allowance or refund can be made for unused meals, accommodation, transport, vehicle rental, equipment hire or any other unused package components once travel has commenced. If a person or persons cancel from a Fishabout booking, the remaining people in the booking will be liable for any additional costs arising from those cancelling associated with booking.

CANCELLATION DUE TO BAD WEATHER: Cancellation for bad weather is at the Fishabout Guides discretion only and will be confirmed via phone. Clients will be notified either the afternoon or evening prior to their departure or on the morning of the charter. If cancellation due to bad weather occurs, the charter will be rescheduled to a suitable mutual date. If this is not possible a full refund will be issued.

EQUIPMENT: Fishabout reserves the right to substitute alternative equipment of a comparable or superior standard if necessary should that described in the brochure or not be available.

NOT INCLUDED: All other costs, apart from those detailed in a quote/invoice, are at the clients' own expense eg: alcoholic beverages, meals or any other items including those of a personal nature unless otherwise stated.

RESPONSIBILITY: Fishabout reserve the right to change the prices of their services without notice. Confirmations and invoices are subject to re-issue if incorrect through error or omission and the passenger accepts liability to pay the correct costs for services. Fishabout reserves the right to cancel or withdraw any tour or passenger booking or to decline to accept or retain any person as a member of a Tour or passenger booking. Fishabout cannot be held responsible for tour program alterations due to flooding, acts of nature.

LIABILITY: To the extent permitted by law, neither Fishabout nor anyone on its behalf can be held liable for any alterations, act or omission on the part of the service providers/principals for any consequential, loss, death, injury, accident, delay or damage occasioned to any person or their belongings (including baggage) in connection with the tour supplied by Fishabout whether or not such loss, injury or damage is due directly or indirectly to any default, negligent act, misrepresentation, breach of duty, or omission of the travel operator, their respective representatives, servants, contractors or agents. Matters outside the control of Fishabout may affect the services offered and Fishabout will not be responsible for any such matters. Programs, offers, tour prices, services and conditions are current at the time of publication of promotional material are subject to change without notice due to unforeseen circumstances, including increases in operating costs. Fishabout will not accept responsibility or liability for any traveler who contravenes the law or regulation of Australia.

CHARTER COURSE: The course to be undertaken during the Charter may be agreed in advance with Fishabout or with the Master on the occasion of the Charter; however the Charterer acknowledges that Fishabout reserves the right to vary the agreed course at the Master's sole discretion if the Master believes it is in the best interests with regard to the safety of the Charterer's Group, crew or other vessels.

DURATION OF THE CHARTER: The duration of the Charter is inclusive of the time required to embark and disembark the passengers. Fishabout is not responsible



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for any delays caused by the late arrival of the Charterer's Group or delays at the wharf caused by crowds, the late arrival of other vessels or any other item beyond its control.

SUITABILITY OF THE VESSEL: It is the responsibility of the Charterer to inspect the proposed vessel prior to the Charter to determine the suitability of the vessel. It is the responsibility of Fishabout to present the proposed vessel or substituted vessel to the Charterer, at the scheduled Charter time, in the condition agreed at the time of the inspection.

SUBSTITUTION VESSEL: In the event of a vessel breakdown, Fishabout may substitute another vessel for the vessel that was originally chartered and shall not be liable for any penalty provided the substituted vessel satisfactorily provides the service for which the original vessel was contracted for.

DAMAGE TO THE VESSEL: The Charterer shall indemnify Fishabout in respect of any loss or damage to the vessel or its equipment or fittings howsoever caused by members of the Charterers Group; fair wear and tear is accepted. If the Charterer wishes to decorate the vessel they must do so with prior consent from, and in consultation with, FISHABOUT. No display or signage is to be attached, pinned, nailed, screwed, stapled or glued to the wall, door or any other surface of the vessel.

FISHING CHARTERS: Game Fishing and Fishing are sports and Fishabout uses its best endeavours and the finest

fishing equipment, Fishabout makes no guarantee that any fish will be caught during a fishing charter. Fishabout will not be liable to indemnify the Charterer in the event that no fish are caught or the fish caught are not to the satisfaction of the Charterer.

SEASICKNESS: In the event a member of the Charterer's Group is seasick, the Master of the Vessel may choose to curtail offshore fishing or return to port at his absolute discretion.

BOOKINGS THROUGH TRAVEL AGENTS: Please note that a Travel Agent does not receive monies from clients as an agent for Fishabout and Fishabout accordingly bears no responsibility for such monies until they are actually received from the Travel Agent. Similarly, booking adjustments made via a Travel Agent will be deemed to be received on the day they are actually received in the Company's office, not on the day the client placed the booking with the agent. No employee, servant or agent of Fishabout has authority to vary these conditions. Fishabout is a member of the Travel Compensation Fund, a full member of IATA (International Air Transport Association) and is licensed by the Department of Fair Trading to carry on business as a Travel Agent. The Travel Compensation Fund guarantees all monies deposited with Fishabout for client travel.

I have read and understood Fishabout's terms and conditions above and accept them on behalf of all persons traveling in the group and have explained the terms and conditions to all members traveling.

SIGNATURE

PRINT NAME

DATE