

Newhaven Fishing Charters

Terms and Conditions

Here at Newhaven Fishing Charters, we want to provide a safe and happy fishing experience for our customers. However due to the nature of a fishing charter please be mindful that there is a remote risk of injury or even the more extreme. Please understand and appreciate the dangers involved and once aboard the vessel the customer must assume and accept all these risks.

These are the terms and conditions of Newhaven Fishing Charters. Please read them and if you have any queries do not hesitate to contact us. By making a booking with us it will be on the understanding that you agree to our terms and conditions.

General Rules:

- Please arrive 20 minutes prior to the departure time of your trip (at the Rhyll Pier or whichever location is specified at time of booking), as we will not wait for late customers as it's not fair for others to be left waiting. Check in for trips commences 20 minutes prior to departure time and closes at the designated departure time. Please ensure you and your guests arrive within this time frame to avoid missing the trip. During peak periods we suggest you arrive in Rhyll 45 minutes before check in time to ensure that you have enough time to get parking and still make it to the boat on time. If you are coming from a distance during peak season, please allow double the normal travel time it normally would take to be on the safe side eg: from Melbourne to Rhyll for an afternoon or twilight trip. Should you not arrive on time we cannot wait for you, and you will forfeit any money paid or you will be charged as a no show. Our charters depart from the Rhyll Pier unless stated otherwise.
- We require the customer to *check your text messages/phone calls* at 6:00pm the night before to confirm that the trip is going ahead and confirm departure times. All customers will receive a SMS text at 6:00pm the night before if the trip has been cancelled due to bad weather. If no text or phone call is received – the trip will proceed as planned.

Number of Passengers:

- We are licensed to carry a maximum number of 30 passengers at any time. We will book a maximum of 30 passengers for an inshore trip in Westernport and a maximum of 20 passengers for an offshore trip in Bass Strait on the Seafisher vessel. The maximum number on the day for any trip is at the skippers discretion.
- Minimum number of passengers is 1 to make a booking. However, Newhaven Fishing Charters requires a minimum of 8 passengers for the trip to go ahead and in the event that no other individual bookings are taken for a particular date, a minimum charge of 8 people applies, or individuals can nominate an alternative date or refund can be requested if we are unable to get the numbers required for the trip to go ahead.

Bookings and Payments:

- All bookings require a credit card as confirmation of booking deposit with credit card details to be held by us as security, and a deposit of 30%. We will not make any changes to your credit card unless specified or in accordance with our terms and conditions.
- We do require minimum number of individuals to run a trip to be viable. Bookings of 1 person are welcome if we have enough people to join the trip to be viable. If Newhaven Fishing Charters does not get the required number of people, we have the right to reschedule the trip. We will contact the customer before the day if we cannot honour the agreed time. All trips are refundable if we cancel and a reschedule date is not suitable. All trips are refundable if we (Newhaven Fishing Charters) cancel or reschedule the trip.
- Gift voucher bookings are non-refundable. Please note that we only reschedule gift voucher bookings – no refund is provided.
- The person making the booking is responsible for the total payment of the organised trip. If they have made a booking for 5 people and only 4 people turn up, then they are responsible for making up payment for the difference.

- Deposit of 30% is required upon the booking and the balance of payment can be made on the day of the fishing trip. Private charter requires 50% deposit on a credit card which is held as confirmation.
- Payment can be made via bank transfer using payID or credit card payment. A credit card fee may apply for bookings.
- All bookings made with our office will require at least one contact number (MUST BE A MOBILE PHONE NUMBER) and a credit card number as security.
- Cancellation of these online bookings will require a minimum of 24 hours' notice for a refund to occur. Please take care when choosing your dates should you make an error with your booking and book the wrong dates within the cancellation period eg: on the day of the charter and then fail to show up - you will forfeit your payment.
- We reserve the right to charge individuals or large groups the full amount at the time of booking - this will be at our discretion should we feel it necessary.

****PRICING MAY BE SUBJECT TO CHANGE WITHOUT NOTICE****

Payment for charter:

- All Payments are to be made prior to the vessel departing.
- Payment for mixed charters booked via our office are payable at commencement of each charter. Payment can be done via cash, Visa, MasterCard or EFTPOS. We do not charge any EFTPOS or credit card surcharges (Subject to change).
- Private charters require 50% deposit at the time of booking to secure your booking. Payment can be paid via Bank Deposit, Visa or MasterCard. We do not charge any EFTPOS or credit card surcharges. (Maybe subject to change)
- Balance of private charters is payable on commencement of the charter either by cash, Visa, MasterCard or EFTPOS. We do not charge any EFTPOS or credit card surcharges. (Maybe subject to change)
- The person making the booking is responsible for the payment of the entire amount. Bookings made must be paid for i.e. If a booking is for 6 persons and only 5 arrive for the trip, the full booking for 6 must be paid unless the space can be filled. All bookings of 3 or more persons are required to provide a credit card number and 50% of the charter fee. We prefer Mastercard or Visa. Amex or Diners cards are not accepted.

Cancellations, Reschedules and Refunds:

- If you have booked a full boat and there are cancellations within your party, we require a minimum of 7 days' notice to fill the vacancy, or your party will be liable to pay the difference.
- Newhaven Fishing Charters requires 7 days' notice if you wish to cancel your booking. If 7 days' notice is not given you will forfeit your deposit. However, if notice is given with less than 3 days' notice you are then liable to pay for the whole booking (we may charge your credit card the full amount of the booked trip).
- A no show on day or cancellation in less than 24 hours of departure time is charged at 100% of tariff. (Absolutely Non-Negotiable) We refund tariff only if the cancellation is made more than 3 days before departure. Otherwise, a 100% of tariff fee is charged. At the discretion of Newhaven Fishing Charters.
- You may nominate a full refund of deposit or transfer your deposit to an alternative date if your trip has been cancelled by Newhaven Fishing Charters.
- Should an individual become unwell and request to be returned to port, the Skipper of the trip will decide relating to a termination of a charter or returning to port to drop a customer off. On the occasion where the advice of Newhaven Fishing Charters and the crew of the trip is ignored by the client, there is no refund available. Newhaven Fishing Charters has a strict no refund policy once the trip has departed.
- Newhaven Fishing Charters will not be held liable for any indirect costs incurred by booking a fishing charter with us.
- In the event the trip is cancelled at any time by Newhaven Fishing Charters, we will not be held liable for any travel costs, meals, accommodation, or any other costs the customer may have incurred.

Children on Board:

- Due to occupational health and safety, children under 5 years are discouraged from coming on the boat, as the boat is not suitable for children so young. Children's attendance is at the Skipper's discretion.
- Children's prices are for children aged between 0-14 years (all children 14 and under must be accompanied and supervised by an adult), adults' prices are for all person 15 years and over. For senior price a senior's card or pension card must be produced on boarding the boat
- All persons on board the Seafisher regardless of age must have feet on deck at all times.
- Children must be able to fit a child life jacket however limited children's life jackets are available on board.
- We request that each child under 5 years is supervised by a full paying adult, on a 1:1 ratio.
- As a consideration to other fisherman, large family groups may be asked to hire a boat privately. Max number of 10 children per charter on a mixed charter at the discretion of Newhaven Fishing Charters reservation staff. Children under 5 years are at additional risk in the event that the ship be abandoned.

Gift Vouchers:

- Gift vouchers must be produced at the time of boarding, otherwise a new fare must be paid.
- If the customer holding the voucher misses the trip on the booked day without providing notice or is late and boat has left port, then the voucher will be forfeited.
- If a trip is cancelled due to weather or lack of numbers your voucher will be redeemed for the trip that will be rescheduled.
- Issued Gift Vouchers are not transferable for either Cash or Credit and money will not be refunded under any circumstances. Replacement vouchers are available if lost or misplaced provided proof of purchase can be verified.
- Gift vouchers must be redeemed within 12 months of purchase (unless shorter time frame specified on the voucher).
- Gift cards are not redeemable for purchasing merchandise.
- Vouchers cannot be used for part payment of a Private Charter.

Weather:

- All bookings are taken and charters commencing are subject to suitable weather conditions (the decision is made at the discretion of the skipper) and we reserve the right to cancel any trip due to bad weather (even at short notice).
- We require the customer to check their SMS or messages at 6:00pm the night before a booking to confirm the charter is proceeding given the weather conditions.
- Off-shore trips are pending on weather conditions. To travel in Bass Strait, we require settled conditions that adhere to Marine Board requirements. If inclement weather conditions prevail, it is up to the Skipper's discretion as to whether the trip will proceed. You may nominate a full refund of deposit or transfer your deposit to an alternative date if your trip has been cancelled due to weather.
- In an instance where the weather may turn unexpectedly it is at the discretion of the Skipper as to whether any, a full, or part refund is given.
- A fishing charter may not go ahead if a Gale Weather warning has been issued. (Skippers discretion on all trips). Please check SMS messages before the trip departure time or at 6.00pm the night before or both.
- Generally, if the weather is not looking suitable for the following days charter, we will text you the night before to inform you what will be happening. On the occasions where the weather turns unexpectedly, clients will be notified as soon as possible as sometimes the weather is beyond our control. For morning charters, you will be notified the evening before, for afternoon charters you will be notified by 11am and for Twilight charters (if applicable) you will be notified no later than 4pm.
- Newhaven Fishing Charters will not cancel unless we are absolutely confident the current weather forecast issued by the BOM is accurate. only NEWHAVEN FISHING CHARTERS RESERVES THE RIGHT TO CANCEL A FISHING TRIP BECAUSE OF WEATHER. We will

SMS text all customers the night before between 6 and 6.30pm to confirm the weather. On occasions trips will be placed on standby until 5am on the day and the client will be updated at approx 5.05am. For group charters we recommend having an alternative activity planned in case weather changes are outside our control. From time to time the weather can change quickly and a reschedule may be necessary at short notice. The Skipper, after consultation with the client dock side, has the right to cancel if deemed unsafe for ship, crew and customers. We don't cancel unless we are absolutely confident we have all information regarding the weather. Remember - it is our aim to maintain a safe and comfortable environment for our customers. it is not our intention to spoil your day.

Duty of Care/Safety Brief:

- All customers will be given a full safety and security brief at the start of each fishing trip before departure as part of our duty of care, if you do not understand something then please ask us to repeat it. We have full public liability insurance.
- All customers need to highlight if they have a pre-existing medical condition and if necessary, discuss any medication that may be required in case of emergency. Some customers are deemed to be at increased risk and therefore may require special attention. Customers will be asked to complete a liability release and assumption of risk form prior to departure if a condition is present. Failure to not declare a pre-existing medical condition is considered negligent and Newhaven Fishing Charters takes no responsibility should an incident arise.
- Newhaven Fishing Charters Skipper or crew have the right to ask any customer to wear a life jacket throughout our fishing trip at any time.
- We have the right to refuse a booking or refuse boarding if you are deemed to be high risk. Pregnant women, or blind people for example, may be at higher risk. Our vessel is suitable for physically handicapped people, but consideration of access to toilet over a bulkhead should be considered. It is recommended to make use of a toilet on land before departure.
- All children under 15 years need to be accompanied by an adult.

Recreational Fishing Licence (RFLa):

- Recreational Fishing Licence/Size Limits apply - fishing licences are required for all fishing in Victoria including Charter Boats. Each individual is required to hold an RFL.
- It is the responsibility of the customer to purchase their own RFL. RFLs are not available for purchase on board.
- If the Department of Primary Industries Fisheries Officers boards our vessel and you are without a licence then you are responsible for any implications, fines or penalties that may result.
- Fishing Licences can be purchased before boarding the boat from the following internet site and is fast and easy, Please go to <http://dpi.vic.gov.au/fisheries/recreational-fishing/fishing-licence>. The licence can be printed from that site or stored on your phone. All children under 18 are exempt from having a licence and there are other exceptions. Check with crew or click on the above link.
- Please note we also adhere to Fisheries Size limits and bag catch limits. This means if you catch a fish that is too small then it will be returned to the water, and you will not be able to keep it. Each fish species has different bag catch limits. Newhaven Fishing Charters expect customers to always adhere to these limits. Staff are well versed in this area and will offer you assistance otherwise feel free to familiarize yourself with the Victorian Recreational Fishing Guide.

Customer Behaviour & Conduct:

- It is a requirement that all Customers behave in a respectful manner whether that be prior to, during or after the charter, having full consideration for all other users of the Pier and its immediate vicinity. Obscenities and unruly behaviour will not be tolerated under any circumstances and may result in your booking being cancelled and payment forfeited.

- It is required that all customers behave in a safe and respectful manner to all staff, other customers and our property. Our staff should be treated with respect at all times, they are not to be insulted, sworn at, abused or defamed. The Skipper reserves the right to cancel any trip or return to any Port any individual (without refund) where staff are being harassed and or abused.
- Our fishing gear is for your use however if it is deliberately abused, damaged or lost overboard due to negligence or unruly behaviour then the customer will be liable for replacement or repair of the item (funds will be taken from the credit card that is held for security). You may be charged a fee for any equipment lost due to negligence of up to \$165 per rod and reel unit and or the cost's incurred in damage repair to boat, life jackets or other equipment.
- Please treat our equipment with the respect you would give your own gear. When customers need to wear life jackets, please be aware should you inflate or damage them you will be charged for a replacement and or service of the lifejacket, you will be charged a fee of \$100.00 per jacket.
- Any damage to the boat will be charged to you should you damage it due to carelessness.
- The Skipper reserves the right to cancel a trip and payment forfeited if unruly or unsafe behaviour is displayed.

Alcohol

- Alcohol is allowed onboard the vessel; however responsible consumption of alcohol is to be adhered to and it must be consumed in moderation. Moderation to us means 2 or 3 standard alcohol cans per person for a trip, with no high percentage cans or bottles of spirits. Alcohol can be brought on board in glass containers – at the Skipper's discretion however all glass containers must be taken off by the customer at the conclusion of the trip. We prefer alcohol in cans but glass containers will not be disposed of, by the crew.
- Any behaviour we deem inappropriate, especially on private charters, will result in your charter being cut short and your group being returned to shore.
- The Skipper reserves the right to: refuse alcohol onboard if he deems it to be unsafe, refuse a passenger to board the vessel if he or she believes the passenger is intoxicated prior to the commencement of the trip and can cancel the trip with no refund.
- If a charter group arrives for their charter clearly under the influence of alcohol and the skipper is of the opinion that the group is not in a suitable condition to take part in the charter, the trip will be cancelled, and the full amount of charter will be forfeited.
- During a trip, should the consumption of alcohol result in unruly behaviour, the skipper reserves the right to terminate the trip without refund. The Skipper reserves the right to notify Police of the imminent return to the closest Port of Drunk & Disorderly customers. Any equipment lost due to negligence will be charged up to \$165 per rod and reel unit and or other cost's incurred in damage repair to boat, lifejackets or other equipment.

Drugs:

- Drugs in any form are not tolerated and will not be allowed on the boat. (Prescription medications exempt). If a customer attempts to smoke or consume an illegal substance the skipper will immediately report this to the Marine Police and the trip will be immediately cancelled. No refund will be issued, and the matter will be handed to the police.

Privacy:

- All details obtained from clients i.e. telephone numbers, email address, postal address, credit card and bank account details, are for the express purpose of the operations of Newhaven Fishing Charters. These details are never sold, distributed, or released to any other parties or bodies.
- In the instance of unauthorized credit cards, these details will be forwarded to legal or recovery professionals.
- We use Square and Xero as our business management system to store all personal information. Any information held by Square or Xero is held secure in a manner designed to protect information from internal and external access by anyone other than specifically authorized staff. For all credit card payments, we are using Square so we do not get any of

your payment details, only the booking information and the transaction information comes to us.

Hours of Operation:

- Morning and afternoon trips are available on most days of the year. We will operate Twilight charters at our discretion and only if we have minimum passenger numbers.
- For a 5hr half day charter we require a minimum of 5 passengers for a fishing charter to operate. We require a minimum of 6 passengers for a Twilight Charter.
- Our office hours are 7.45 am till 7pm, 7 days per week.

Charters operate in the following times:

- ✓ 7.00am half day – 5hrs
- ✓ 7.00am full day - 8hrs
- ✓ All charters leave from the Rhyll Jetty - see map on our website.

Public Holidays:

- We are available every day of the year to go fishing excluding: Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day.

Animals:

- No animals are able to be brought onto the boat. The exceptions to this rule are guide dogs and assistance dogs which are welcome - please just let us know in advance.

COVID 19 and Illness:

- If you choose to make a booking knowing that you are ill in any way we have every right to cancel your booking on the spot at the boat without refund.
- If you need to cancel due to covid 19 please contact us as soon as possible so that your trip can be rescheduled, or other options can be looked at.
- Passengers can choose to wear face masks if they should wish to. QR check in and vaccination status will no longer be required to board the boat from midnight 22nd April 2022 as per new Government rules, unless otherwise changed.
- If you are feeling unwell, please reschedule your charter.

Fish Guarantee:

It is our mission to optimize everyone's opportunity to catch a fish. Newhaven Fishing Charters does not guarantee every customer catches a fish. Fishing is a sport of chance and many variables outside our control determine the catch rate. The crew of Newhaven Fishing Charters may offer customers a discount voucher invitation to retry. Customers behaviour found to be outside the spirit of fishing and good sportsmanship will not be invited back or offered a discount. A dispute arising from the voucher will result in the voucher being invalid.

Customer Charter:

We promise to do our best to make your day run as smoothly as possible from your initial reservation through to your day on the water. Our team promise to do their very best to make your day safe and comfortable given the varying conditions at sea. Customers are reminded that our vessels are fishing vessels not 5-star luxury liners. We guarantee our food service to be fresh and hygienically prepared. For Vegetarians, Vegan, Halal and Kosher customers – we recommend that you cater for yourself. Please alert us if you have allergies however you may be required to provide your own catering.

Our Toilet facilities are private and clean. The toilets are marine style and different to a domestic style toilet. We recommend using a toilet before departure at public facilities in Rhyll if use of the toilet on board is a concern. Smoking is allowed in designated area as directed by the crew.

Special Needs:

Newhaven Fishing Charters has the right of refusal to any booking deemed to be at increased risk of safety without prejudice. This includes any customer with a pre-existing condition or any medication that puts the charter and customers at additional risks.

Spirit of Fishing:

Our team love fishing and we genuinely want to show our customers a good time. We do not tolerate negative or poor-spirited fisher people. Come prepared to only have fun!

See Newhaven Fishing Charters **Terms & Conditions** for rules regarding our fishing charters.