

Terms and Conditions

1. General Rules

- **Arrival:** Passengers are required to arrive at least 15 minutes prior to the scheduled departure time. Late arrivals will not be accommodated, as it is unfair to delay the trip for other passengers.
- **Booking Confirmation:** Customers are required to confirm their trip the day prior to departure by contacting Got'Em On Sportfishing. Failure to do so may result in the cancellation of the booking without refund.
- **Price Variability:** Charter prices are subject to change. Prices quoted at the time of booking are valid only for the trip in question unless otherwise stated. Any price adjustments will be communicated in advance of booking.
- **Obligation to Follow Instructions:** Passengers are required to follow all instructions given by the captain and crew. The safety and enjoyment of all passengers are our priority, and non-compliance will result in termination of the trip without refund.
- **Damage Liability:** Any damage caused to the vessel, equipment, or property due to negligent behaviour will result in the passenger being fully liable for the repair or replacement costs, including any associated fees.

2. Passenger Limits

- The maximum number of passengers allowed on board is 5. However, we recommend a maximum of 4 passengers for a more comfortable and enjoyable experience. Any deviation from this recommendation will be at the passenger's own risk and discretion.

3. Booking and Payments

- **Security Details:** A deposit of 50% of the total charter price is required at the time of booking, along with valid credit card details to secure the reservation. The remaining balance is due prior to departure unless otherwise agreed. Credit card details will only be used in accordance with our terms and conditions and will not be charged unless specified.
- **Booking Modifications:** No changes will be made to the credit card details unless in accordance with these terms. Any unauthorized modifications or use of credit card details will result in immediate cancellation of the booking without refund.
- **Refunds and Reschedules:** All trips are refundable if cancelled by Got'Em On Sportfishing due to weather conditions or other factors beyond our control. If you are unable to attend a rescheduled trip, a full refund will be issued.

4. Cancellations and Refunds

- **Cancellation Fee:** Cancellations by the customer are subject to a \$250 administrative fee to cover processing costs.
- **Cancellation Policy:** To cancel a booking, Got'Em On Sportfishing requires a minimum of 7 days' notice. If the customer fails to provide this notice, the 50% deposit is forfeited.

- **Late Cancellations:** Cancellations made within 3 days of the scheduled trip will result in the customer being liable for the full cost of the charter. Your credit card will be charged the full amount of the trip.
- **Cancellation by Got'Em On Sportfishing:** If Got'Em On Sportfishing is forced to cancel your trip, you may either transfer your deposit to an alternative date or receive a full refund.
- **Unwell Passengers:** If a passenger becomes unwell during the trip and requests to return to shore, no refund will be issued. The skipper's discretion will determine whether a return to shore is necessary, but this will not entitle the passenger to a refund.
- **Liability for Additional Costs:** Got'Em On Sportfishing is not responsible for any indirect costs incurred due to a trip cancellation, including but not limited to travel, meals, or accommodation expenses.

5. Weather Conditions

- **Weather Dependence:** All charters are subject to suitable weather conditions as determined by the skipper. In the event of poor weather, we reserve the right to cancel the trip at any time, even at short notice.
- **Rescheduling:** If a trip is cancelled due to weather conditions, the skipper will prioritize rescheduling the charter to another date rather than cancelling it outright.
- **Skipper's Decision:** The skipper will contact the customer before the scheduled trip to discuss the likelihood of weather disruptions. The decision to proceed with or cancel the trip is solely at the skipper's discretion.

6. Safety Briefing

- **Mandatory Safety Brief:** A mandatory safety briefing will be given to all passengers prior to departure. All passengers must participate in the briefing to ensure their safety during the trip.
- **Medical Conditions:** Passengers must disclose any pre-existing medical conditions, allergies, or medications before departure. Failure to disclose this information may result in immediate termination of the trip without refund.
- **Life Jackets:** The skipper reserves the right to require any passenger to wear a life jacket at any time during the trip, regardless of swimming ability.
- **Children:** Passengers under the age of 16 must be always accompanied by an adult.
- **Passenger Safety:** Passengers are required to always follow all safety procedures. The skipper has the right to refuse or remove any passenger who is deemed a safety risk.

7. Customer Behaviour

- **Respectful Behaviour:** All passengers must behave in a manner that is respectful to the crew, fellow passengers, and the property of Got'Em On Sportfishing. Any behaviour deemed unsafe, disruptive, or offensive will result in immediate removal from the trip without refund.

- **Liability for Damages:** Passengers are responsible for any damage caused to the vessel or equipment through negligence or reckless behaviour. The cost of repairs or replacement will be charged to the customer's credit card.
- **Right to Terminate the Trip:** The skipper has the absolute right to terminate the trip if any passenger is found to be engaging in antisocial or dangerous behaviour. In such cases, all payments will be forfeited, and the charter will return to port immediately.
- **Personal Property:** Got'Em On Sportfishing takes no responsibility for any personal belongings brought on board. Passengers are solely responsible for their property, and we are not liable for any loss or damage to personal items.

8. Passenger Liability

- **Accidental Injury:** Got'Em On Sportfishing will cover any accidental injuries sustained while on board the vessel.
- **Leaving the Vessel:** If passengers leave the vessel at any time during the trip (e.g., to swim, walk on a beach, etc.), they forfeit any public liability coverage provided by Got'Em On Sportfishing until they return on board.
- **Injuries on Tender:** Passengers using the tender (small boat) to access or leave the main vessel do so at their own risk. Got'Em On Sportfishing assumes no liability for injuries or accidents that occur during such activities.

9. Alcohol Policy

- **Alcohol Consumption:** Responsible alcohol consumption is permitted onboard. However, passengers are expected to remain in control of their actions at all times.
- **Refusal of Alcohol:** The skipper has the right to refuse alcohol if it is deemed unsafe to consume or if it is affecting a passenger's behaviour.
- **Under the Influence:** Passengers deemed to be intoxicated or under the influence of alcohol or drugs prior to departure may be refused entry to the boat.
- **Glass Policy:** There is a **NO GLASS POLICY** on board for safety reasons. All drinks must be in suitable containers (e.g., cans or plastic bottles).

10. Global Positioning System (GPS) and Device Policy

- **Fishing Marks:** Any attempts to track or record fishing locations will result in immediate termination of the charter without refund. This is a non-negotiable rule to protect the integrity of our business and fishing operations.

By booking a trip with Got'Em On Sportfishing, you agree to abide by these comprehensive terms and conditions. Failure to comply with any of the terms outlined may result in termination of the charter without refund, and any damages incurred will be charged to the responsible party.