



## Terms and conditions

### Interpretation

In these conditions, the expression **“the Carrier”** means **Sydney Charter Fishing**, its servants, owners, contractors, agents, employees, and any person or corporation with whom Sydney Charter Fishing may have arranged to conduct the cruise. The expression **“the Charter/passenger”** shall refer to the chartering party, passengers, and guests who are carried on the cruise. The expressions **“the organizer,” “payee,” “payer,”** and

**“organization”** refer to the initial contact or person responsible for the organization and booking of the cruise.

### **Compliance with Directions**

The Charter/passenger shall comply with any orders and instructions issued by the Carrier pursuant to these terms and conditions, with any signage on the vessel, and with directions given by the Carrier. The Charter/passenger shall be responsible for any damage or loss resulting from failure to comply.

### **Passengers' Own Risk**

Charter/passengers boarding or disembarking the vessel do so at their own risk. They must be physically capable and fit for a potentially demanding activity. The Carrier assumes no responsibility for injury, death, damage, or loss of any kind while onboard or during boarding or disembarkation. All passengers, their belongings, and personal items are carried entirely at their own risk. The Carrier disclaims all liability for any loss, injury, or damage—whether due to negligence or otherwise.

### **Vessel Signage**

By boarding the vessel, Charter/passengers accept all posted terms and conditions. Passengers must comply with all onboard signage. Breaches may result in removal from the cruise at the discretion of the vessel master, designated person ashore, or business owner. No refunds will be issued.

### **Fishing Clubs**

Only registered fishing clubs and their members may bring knives and fish-cleaning tools onboard. All bait cutting and fish cleaning must occur at the designated bait board. Damage to the vessel by improper use of such equipment will result in repair charges. Vandalism may be prosecuted.

### **Fish and Fishing Equipment Injuries**

The Carrier assumes no liability for injuries resulting from fishing gear, caught fish, or fishing activities. Charter/passengers using fishing equipment do so at their own risk. Safety procedures are explained in the fishing induction demonstration. Non-compliance is at the Charter/passenger's risk. The Carrier is not responsible for any resulting harm. Organizers are advised that sunglasses are recommended to prevent eye injuries from tackle.

### **Footwear Requirement**

For safety reasons, all customers must wear enclosed shoes while on board. Open-toed shoes, sandals, or bare feet are only permitted when the passengers take full responsibility for any injury that may occur.

### **Substitute Vessel**

The Carrier reserves the right to substitute a vessel without notice, alter or omit stops, or change departure times. These terms and conditions extend to any replacement vessel.

### **Cancellation**

The Carrier may cancel or vary a cruise at any time without liability. Unruly, intoxicated, illegal, or dangerous behavior may result in ejection at the nearest permitted wharf without refund. No illegal or prohibited items are allowed onboard; breach will result in cancellation without refund.

### **Liquor Restrictions**

The Carrier is licensed to sell alcohol. Passengers may bring their own but must accompany alcohol with food. A maximum of six standard drinks per person is allowed during the cruise. In accordance with the State Liquor Act of NSW and the Registered Club Act, Management and Staff of the Club Five Dock RSL will ensure Responsible Service of alcohol at all times.

Anyone who is believed to be intoxicated by alcohol, drugs, or misuse of medication, will not be allowed to enter the premises, or, if on the premises, will be required to leave.

Procedures and standards will be followed to ensure the safety, comfort and well-being of all persons on the premises to ensure the highest standard of customer service possible.

### **BYO Catering**

Charter/passengers are responsible for providing all catering items (e.g., crockery, cutlery, napkins, etc.). The Carrier does not provide food or beverages due to insurance restrictions.

### **Children Under 18**

The Organizer/Payee is responsible for ensuring adequate adult supervision: a minimum ratio of 1 adult per 3 children is required. The Carrier does not provide child-minding services and accepts no liability for children. Parents/guardians are responsible for any damage caused by children.

### **Children Under 12 or Under 40kg**

Children must be at least 12 years old or weigh a minimum of 40 kg. This is based on safety equipment requirements (N150 coastal lifejackets per NSCV survey standards). Boarding of children under this threshold is entirely at the risk of the guardian. No age verification or weighing is provided; parents are urged to consider this before booking.

### **Damage or Loss of Carrier's Equipment**

Charter/passengers are responsible for the cost of lost or damaged equipment or

The Carrier may appoint a substitute carrier to operate the cruise. These same terms and conditions will apply.

### **Sea Sickness**

The Carrier takes no responsibility for sea sickness or related conditions. Passengers are responsible for bringing their own medication. Passengers affected by sea sickness will not be returned early unless it is a medical emergency. No refunds will be issued for lost cruise time.

### **Cancellation Fees**

Cancellation fees apply unless the Carrier is at fault:

- **20+ days before cruise:** Full refund
- **15–20 days prior:** \$400 deposit forfeited
- **Within 14 days:** Full charter payment (100%) required

Unpaid deposits will be charged as a \$400 booking fee. Cruises cancelled within 14 days will be charged the full charter cost (minimum \$1500) less any deposit. Ticket purchases and vouchers are non-refundable.

### **Ticket Sales**

Tickets expire 12 months from purchase. Unused tickets are non-refundable. A minimum of 8 seats must be sold for a cruise to proceed. If not met, the Carrier may cancel and reschedule. Payment confirms acceptance of these terms. Extensions may be granted at the Carrier's discretion for COVID-19 or exceptional circumstances.

### **Confirmation of Numbers**

Final passenger numbers must be provided at least 3 days before departure. The Carrier will try to accommodate any late increases. Additional costs apply per the website's pricing.

### **Deposit**

A damage deposit may be required at the Carrier's discretion. This does not limit the Charter/passenger's full liability for any damages.

### **Accounts**

Full payment is required prior to departure. All prices include 10% GST. Credit card payments incur a 1.5% surcharge to cover fees.

### **Statutory Rights**

These terms do not exclude or limit rights under the **Trade Practices Act 1974** or relevant state laws where exclusion is not permitted. Liability is limited to the replacement or resupply of goods/services as allowed by law.

### **Applicable Law**

These conditions are governed by the laws of **New South Wales**, and any legal proceedings must be initiated in that jurisdiction.

### **Acceptance of Terms and Conditions**

All passengers boarding or participating in the cruise agree to these terms and conditions. Signage onboard and a verbal induction from the vessel master notify passengers of their obligation to read and understand them.