

TERMS AND CONDITIONS

These terms and conditions must be read carefully by all involved before making a booking. Your contract is with **Moreton Bay Co., Ltd.** which is a registered Thai Company.

Safety

It should be understood that water sports (fishing, diving, and boating) activities hold an element of risk. Therefore any participation in these activities is your decision and at your own risk. We request and advise that all clients that book charters should have full personal travel insurance.

Moreton Bay will not be held responsible for accidents associated with improper use of game fishing or other equipment whilst on board our vessels. The Captain is responsible for assuring that he / she and all on board are fit and well and will do his / her best to complete the planned itinerary and or activity. However in the interests of safety **Moreton Bay** reserves the right to change the planned itinerary (without prior warning) and will decide if the vessel is deemed fit to make such a passage. **Moreton Bay** has the right to cancel any trip due to weather conditions at the last minute.

Health

The Captain reserves the right to refuse the participation of any passenger who is deemed to be of poor health at the time of departure. Clients with special medical needs must make these aware to the sales team at the time of booking. Failure to do this may result in passengers being denied permission to board the vessel.

Illegal substances

The Captain reserves the right to stop the trip at any stage if it is deemed that a passenger is under the influence of drugs or is intoxicated with alcohol that he / she could endanger the lives of themselves or other passengers. If drugs or other illegal substances are found on board the Captain will cease the trip immediately and return to the marina where the authorities will be waiting.

Liability

Moreton Bay does not accept responsibility for the acts or omissions of its clients whether negligent or otherwise and shall not be held liable for any claims made against them (or as a result of their actions) either by other clients of **Moreton Bay** or third parties.

Moreton Bay accepts no liability for losses that were actually unforeseeable to those involved at the time of booking, losses that were not caused by any breach on the part of the company and any business losses or similar to the client as a result of an unforeseen circumstance.

Pricing

Moreton Bay reserves the right to increase prices due to variations in service charges, fuel costs, insurance levies or major fluctuations in exchange rates used to calculate your holiday. This will be done in such a way that the clients will be prior informed and explained the reasoning for this.

Payment terms

The payment terms are as follows:

A 50% deposit must be paid at the time of booking to confirm your date (if booking is made greater than 2 weeks prior to the departure date)

The remaining 50% payment is due 2 weeks prior to the departure date. If this final payment is not met Moreton Bay has the right to cancel the booking and hold the deposit.

The payment terms for short term booking i.e. within 2 weeks of departure date require full balance at the time of booking.

Note : If paying by credit card, 3 % bank charge may apply.

Cancellations

You have the right to cancel your booking at anytime. Cancellation charges are as follows :

Less than 14 days prior to departure date - 50% of full charter fee

Less than 48 hrs prior to departure date - 80% of charter fee

On the day of departure - 100% of charter fee.

If the weather is deemed unsafe by the company, then an alternate date will be offered or a full refund provided.

If we (the company) are unable to provide you with the services agreed and have to cancel your holiday you can either Accept our offer of another vessel of the same or higher standard (subject to availability), accept a full refund of the money you have paid but no compensation will be paid in the case of the unforeseeable and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure of congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions. We advise all clients to take out travel insurance which covers for tour cancellations.

Information protection

Moreton Bay will collect the information given by the client at the time of booking and keep there after for marketing purposes, by contacting those mentioned to advise of relevant special offers and discounts of future holidays.

Please be aware that by signing the booking form you give consent to the use of your information as described. If you would like to be removed from our mailing list please contact us in writing.

Acceptance

I Mr / Mrs / Miss _____ Passport / ID-Number _____ from _____

herby agree to all of the above terms and conditions. Signed _____ Date _____