



MILLS CHARTERS TERMS & CONDITIONS

Paying persons referred to as both customer(s) and passenger(s) in this document

Unless otherwise agreed in writing, all charter trips are sold based on the following terms and conditions of the purchaser and no agent or representative has the authority to vary or omit part or all of, these conditions.

Full Payment at time of booking – Day / Night Fishing, Whale Watching, Samson Jigging.

Mills Charters require payment at time of booking to confirm and secure your place on a charter. Please note that failure to make due payment in respect of bookings or installments shall entitle Mills Charters to consider the booking cancelled. All effort from Mills Charters will be made to contact you before the booking is made available to other parties, however should contact not be made, Mills Charters shall be entitled to consider the booking void and release the place to another person.

Customers are aware that any booking confirmations held with a credit card as security do so with the knowledge that should you not turn up for the booking, or should you not cancel a booking within the stipulated guidelines as outlined below, the credit card will be debited in full for the booking amount.

Deposit Payments - Whole Boat Charters: Mills Charters require a minimum 50% deposit within 3 days of making the booking. Please be advised no charter is confirmed until this deposit has been received and Mills reserves the right to offer the booking to another customer once the 3 day period has expired and if no deposit has been made.

Whole Boat Charters

Final payment is required within 28 days of the charter booking date. Terms for cancelling within 14 days of charter date are as follows but outside of 14 days prior to charter date if you decide to cancel you will be refunded the deposit or payment in full minus our \$150 administration fee.

Cancellation Policy - Night/Day Fishing, Whale Watching and Samson Jigging.

Cancellations must be made within the following guidelines to avoid forfeiture of payments.

Bookings for 1 person, and groups of 2 or 3 people – minimum 48 hours notice.

Bookings for groups of 4 people or greater - minimum 7 days prior to charter date.

Cancellation Policy - Whole Boat Charter

Whole Boat Charter bookings require a minimum of 14 days notice of cancellation to guarantee refund of payment in full. If a cancellation for a whole boat charter is made within 7 to 14 days of the charter date, deposit or full payment is refunded in full (minus administration fee of \$300.00) only if Mills Charters can rebook the boat to another customer. In the event Mills Charters cannot rebook the boat, the customer is only entitled to a 50% refund of total charter amount.

Cancellations made for a whole boat charter within 7 days of the charter date forfeit the full amount of charter cost, although Mills Charters will make every effort to rebook the boat and if successful, payment will be returned to you in full (also minus \$300.00 administration fee).

Liability Conditions

Mills Charters offer Eco-Adventure and fishing charters involving some physical activity and adventure itineraries, and is personal choice. This being the case, Mills Charters expects each passenger understands any risks involved and is personally able to accept such risks as part of the charter offered.

Mills Charters will undertake to deliver services at indicated times, however does not accept any losses, costs or expenses suffered as a result of any delay in the delivery of services.

Mills Charters does not accept any liability for breach of contract when such things as force majeure, war, industrial dispute, civil unrest or natural disaster, inclusive of weather conditions and passenger illness or injury that would prevent Mills Charters from operating in some capacity.

Under no circumstances are passengers allowed onto the fly bridge area of any Mills Charters vessel. This area is strictly out of bounds.

Weather Conditions

Mills Charters endeavour to operate all charters in safe and appropriate weather conditions. Weather is monitored closely at all times and in the event the conditions are considered to be unsafe Mills Charters reserve the right to cancel charters up until the intended departure time. All effort is made to give as much prior notice of cancellation as possible but no liability is accepted for inconvenience or last minute change of charter plans by Mills Charters. Passengers have the option to be refunded their payment in full or to reschedule a booking for another charter date in this instance.

Boarding and Disembarkation

Boarding and disembarkation will be advised at time of charter booking.

Passenger Information

Mills Charters recommend comfortable clothing of a lightweight material for most days and occasions. It is recommended to bring along a jumper and /or windproof jacket as the conditions at sea are often harsher than what you will experience at the Harbour. Mills Charters recommend appropriate covered shoes to be worn at all times during the charter.

Sea Sickness

It is recommended passengers use seasickness tablets according to personal needs. In the event a passenger gets seasick, Mills Charters cannot bring any passenger back to Jetty until the charter is completed. In extreme cases of passenger (or crew) illness or injury and where the decision is made by crew and management to cease operating the outing to ensure the person's wellbeing, Mills Charters are not responsible or obliged to give cash refunds or offer an alternate outing.

Mills Charters will have supplies of insect repellent and sunscreen on board. Mills Charters do not supply sea sickness tablets.

Smoking

Smoking is not permitted throughout the vessel and only a small area outside will be designated as available for passengers to smoke cigarettes where respect and care to the environment is essential. Appropriate waste buckets for butts are provided on board each charter vessel. Smoking is not permitted on any whale watching cruises or Ocean Safari.

Alcohol Policy

Mills Charters permits passengers to bring their own alcohol on board and this will need to be discussed prior to departure with Mills office. Mills Charters reserves the right to refuse alcohol to any passenger at any time during the charter. If any passenger arrives under the influence of alcohol, Mills Charters have the right to refuse boarding to such a passenger. Any abusive or inappropriate behaviour on board, while under the influence of alcohol, or indeed at anytime, will give Mills Charters the right to organize the removal from charter of such a passenger, or indeed terminate the charter completely. Refund of charter cost is not applicable in any way in this instance.

Mills Charters emphasize the risks of personal injury or loss of life, damage to or loss of property that can be sustained on boats. Alcohol consumption by a passenger does affect your ability to adapt to the conditions present at sea and stress the importance of minimal alcohol consumption levels.

Mills Charters are alleviated from any liability caused from passengers not adhering to or conforming to stated recommendations and rules outlined by crew on board the vessel.

Alcohol is preferred in Cans - please see your separate alcohol policy relating to your charter for details.

Fishing Equipment

Mills Charters provide all fishing gear and tackle, bait and ice. If any gear belonging to Mills Charters is misplaced or lost at sea, the cost replacement value can be passed on to the passenger involved.

Passengers are welcome to bring their own fishing gear and Mills Office staff is available to discuss this with you at the time of booking.

Gift Vouchers

Gift Vouchers are valid only when fully paid by the purchaser or Distributor. Gift Vouchers cannot be redeemed for cash or refunded in part or full. Vouchers are transferable to other individuals and are valid only for the period indicated thereon. Once the voucher has been redeemed (i.e. the trip date has been booked) all other terms relating to Alteration and Cancellation apply, however the value remains non-refundable.

Your Gift Voucher is strictly valid until the Expiry Date shown on your Gift Voucher, and you must redeem the voucher on a charter within that period. Should you need to extend the validity of your gift voucher beyond the expiry date, a 3 month extension is available at \$75 per voucher. No further extensions are permitted beyond this period. Please note that it may take several attempts to take your fishing trip due to weather conditions and or insufficient passenger number to enable the boat to go out for the day.

Mills Charters Pty Ltd has a strict minimum number of 14 persons as a minimum to enable the boat to depart for a fishing charter, and 32 person's minimum for whale watching. It is advised that Gift Voucher holders need to book well in advance of the expiry date.

Weekend fishing trips are always popular and may be booked out Several weeks in advance. Please consider this when considering the redemption of your voucher.

Signed: _____

Name: _____

Company: _____

Date of Outing: _____

**PLEASE ACKNOWLEDGE YOU AGREE WITH THE TERMS AND CONDITIONS BY SIGNING AND RETURNING TO OUR OFFICE BY MAIL
PO BOX 868
HILLARYS WA 6923**

