



## **Terms & Conditions of Booking**

### **YOUR CONTRACT**

Your contract is with Nautilus Fishing Limited.

When making a booking, the person named on the invoice is deemed the customer ("Charterer") The Charterer must have and is taken by us to have the authority to act on behalf of all the people covered by the booking. By paying the deposit or having your name entered as the Charterer on our booking form you are deemed to have read, understood, agreed to and accepted Our Terms and Conditions. A contract exists as soon as the booking deposit is paid and by making that payment you will be deemed to have accepted our quotation invoice and agreed to be bound by Our Terms and Conditions.

NOTE: Be aware that we often have contractors / providers that supply other services such as accommodation, food and transport to fulfil your request with us.

These providers may charge us for services we have contracted them to do and may charge us if you cancel your booking. If you do cancel your booking and the providers charge us we will on-charge to you whatever we have been charged.

### **YOUR BOOKING PRICE**

The prices for our services are quoted in New Zealand Dollars. Once you have made your booking and paid the required deposit your booking will not normally be changed. However, we do reserve the right to amend prices in the event that third parties amend their pricing to us such as, but not limited to, accommodation providers.

### **PAYMENT**

Bookings are unsecured until a deposit has been paid.

The deposit is 50% of the total booking payable within 7 days of invoicing and the balance to be settled 7 days from commencement of charter.

If payment is not received or is paid later than 7 days following the charter, interest will accrue at 5% per day of the outstanding amount.

## **CREDIT CARDS**

We accept Visa & Mastercard also bank transfer. International payments are processed through eWAY for secure payment.

## **DIRECT CREDIT**

If you are transferring funds directly to our bank, please ensure you use a reference to allow us to identify the payment. The first 4 letters of the booking reference number is ideal but your name and trip date is also fine. Our bank details are:-

Account name: Nautilus Fishing Limited

Address: c/- 28 Belgium Street, Ostend, Waiheke Island, Auckland 1081, NZ Account # 02-0108-0337537-00

Bank of New Zealand, 60 Waterloo Quay, Pipitea, Wellington 6011, New Zealand SWIFT BIC code: BKNZLN22

For credit card payments we need:-

Full Name, Address and postcode

Credit Card - Name on Card

Credit Card Number

Expiry Date

CCV2 Number (3 or 4 digits)

## **REFUNDS**

Refunds are provided in line with our cancellation policy.

Refunds are processed back to the original method of payment ie: credit card or bank account. We only refund back to the person (or persons) who made the payment.

## **INTERNATIONAL REFUNDS**

International refunds must exceed \$100 and we need the following details:

Recipient's Full Name or Company

Account Number

Physical Address

Country

Phone Number

Bank Name

Bank's Physical Address

BSB code (6 digits – bank & branch numbers eg: 123456)

SWIFT / BIC

## **CONFIRMATION OF DEPARTURE**

We will make all efforts to contact you on the day prior to your trip. However, experience shows we often have difficulty reaching some customers. This is especially common with overseas customers. Please make sure you have given us a working contact number for New Zealand. If you have not heard from us the day before your departure please ensure you call us.

## **CANCELLATION POLICY**

You may cancel your booking by email to [info@nautiluscharters.com](mailto:info@nautiluscharters.com). All cancellations must be in writing.

Cancellation will be effective the day it is received by us. We charge an administration fee of \$50 for processing a cancellation. A refund, less our admin fee will be provided and the following cancellation charges will apply:

Booking value over \$3000. Booking date minus 60 days, a cancellation charge of 25% of the total booking charge.

Booking value under \$3000. Booking date minus 30 days, a cancellation charge of 25% of the total booking charge.

Any days' notice exceeding those above will attract a full refund minus the admin fee.

## **CANCELLATION BY OWNER**

If, due to circumstances beyond our control we find it necessary to cancel the trip/trips, we will notify you as soon as possible and will refund your money in full.

We reserve the right to make any changes to, or cancellation of your trip, that we deem necessary, at any time up to and following departure.

These may be caused by, but are not limited to;

- unsuitable/unpredictable weather conditions
- mechanical issues
- personnel / business issues

## **CANCELLATION FOLLOWING DEPARTURE**

If the Skipper cuts a trip short for whatever reason (most likely weather/safety) we may refund a portion of the day based on the time elapsed during an 8 hour period. A normal day will include time loading and off-loading, fishing for live-bait and travelling time to and from the fishing grounds.

## **RE-BOOKING FOLLOWING CANCELLATION**

Should your charter be cancelled by us, for whatever reason, it is your responsibility to call the office to arrange another departure date or request a refund.

## **TERMINAL TACKLE & BAIT**

All terminal tackle required is supplied free of charge.

Some bait is provided on trips for free but please check with your Skipper or office as to any extra bait that may be required. Some forms of fishing may require additional bait and that will be at a cost to the customer. If in doubt, please ask first.

## **JIGS**

Jigs and Lures will be charged for if lost at a current retail cost.

You are welcome to bring any of your own gear however; any damage or loss of your gear is entirely your personal responsibility. Personal items including fishing equipment is not covered under our insurance.

## **DAMAGE TO OR LOSS OF OUR GEAR**

The customer is liable to pay costs for any accidental or deliberate damage, or loss, caused by you, to our gear.

### Avoiding Damage to Rods and Reels

Some common causes are noted below:

#### “High Sticking”

This is when you lift the rod above an angle of approximately 90° and you have a fighting fish on the other end. The rod can easily snap.

#### “Rod Holder Placement”

The rod should not be placed in a rod holder whilst you are fishing. It's equivalent to “high sticking” if a fish takes the bait.

#### “Touching the Edge”

This can happen when you are bringing in a large fish and the rod touches the side of the boat. It's similar to breaking a stick across your leg. The rod will respond to the pressure point in the same way and often snaps.

#### “Rod & Reel Loss”

Luckily it isn't a common occurrence. However, if a fish manages to pull the rod and reel overboard and you are the person using it at the time, you are liable for the replacement cost.

### “Unattended Rod & Reel”

Rods and reels left lying around the boat without proper attention are liable to loss or damage.

### **ACCOMMODATION**

Please make arrangements with us at the time of booking to ensure availability.

### **FOOD AND DRINK**

Trips are catered for upon request at time of booking.

### **ALCOHOL**

We are happy for you to pack a few beers etc for the trip but please consume in moderation. We reserve the right to go back to the wharf if people have consumed unreasonable amounts of alcohol and become unruly or uncooperative.

### **SAFETY**

We take the safety of our customers very seriously and have an excellent safety record. You will receive a safety briefing at the wharf prior to departure.

Our primary concern is for your safety and you must comply with any instructions from the skipper immediately and without dispute. This includes the donning of life jackets when conditions warrant, or for any other reason the Skipper determines necessary.

Ages of children: There is no set age for children, however, if you are unsure whether some of your friends, family or children can cope with boating and sea conditions, then feel free to give us a call to discuss.

### **SEA SICKNESS**

If you think that motion sickness could be an issue, we recommend sea-sickness tablets should be taken prior to the trip as a precaution.

NO refunds are given if customers are sea-sick or require us to take them back to the wharf.

### **HEALTH CONDITIONS**

Please notify us of any serious health conditions. Fishing of this type is physically demanding. Consult your healthcare professional for advice before making a booking if you have any concerns.

## **CLOTHING**

Make sure you prepare for a range of weather conditions and bring enough clothes to stay dry and warm. In Winter thermals, rainproof jacket and beanie are recommended. Waterproof leggings are also recommended for Winter. In all seasons bring a hat, sunglasses and sunscreen. For safety reasons we do not advise the wearing of gumboots.

## **SUSTAINABILITY**

Nautilus Charters supports sustainable fishing practices. Fishing is our life and we want future generations to be able to enjoy it as much as we do. We encourage all our customers to release what they catch, especially the large breeding stock. Should you wish to keep a Kingfish we have a limit of ONE KINGFISH PER PERSON/DAY.

Ultimately we want to make sure you get a photo of a big fish in your arms.

## **FISH FILLETING & SMOKING**

Fish filleting and fish smoking are additional costs and must be arranged at the time of booking.

## **PHOTOGRAPHY AND VIDEO**

We may take photos and/or video of you fishing. These are the property of Nautilus Charters and we can use them on any medium to promote our business such as on our website or on social media. You will need to contact us in writing prior to the trip if you do not want pictures of yourself used on any medium.

We are not responsible for photos and/or videos taken by our other customers. You will need to manage this circumstance yourself, should you not want your image recorded.

You are welcome to take as many photos/videos as you like for your own collection.

## **PRIVACY POLICY**

Your privacy is important to us. This privacy policy is intended to give you confidence in the privacy and security of the personal information we obtain from you. All information collected from you, by us, will remain private and confidential.

We can use your personal information to allow us to provide our charter service, send out newsletters and to improve the services we offer. We may occasionally carry out market research and send you details of exclusive Nautilus Charters offers we think may be of interest to you. If you do not wish to receive such information, please email us or alternatively, when we send you a newsletter it will contain a provision for you to opt out of receiving any further information from us.

We do not store any of your credit card details. When you book with us via our website we are not party to the full details. Should you provide your credit card numbers to us by phone they will be immediately entered into our secure online

system and are only accessible for payment or refund of your invoice.

We may provide information about you to our contractors in order to provide our charter services to you. We will not disclose your personal information to any third party unless you have consented to such disclosure or where we are required to by law. Should you breach our Terms and Conditions, or if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, we may disclose your information to a relevant authority. This may include exchanging information with other companies and organisations for the purpose of fraud protection and credit risk reduction. Any disclosure of personal information will be strictly controlled and made fully in accordance with New Zealand law.

### **LIMITATION OF LIABILITY**

Notwithstanding anything else expressed or implied in these Terms and Conditions and except where a statute requires otherwise, Nautilus Charters and its contractors shall not be liable whether in contract, tort or otherwise for:

- (a) the death of, or any injury to, a person or persons;
- (b) damage to property;
- (c) any direct, indirect, consequential, financial or economic loss, or damage to property, arising out of any act or omission of Nautilus Charters or its contractors.

### **Nautilus Charters**

[www.nautiluscharters.com](http://www.nautiluscharters.com)

email: [info@nautiluscharters.com](mailto:info@nautiluscharters.com)

Phone from Overseas: 0064 27 2122 233

Bookings: [info@nautiluscharters.com](mailto:info@nautiluscharters.com)

**We look forward to giving you a trip of a lifetime.**