

Epic Adventures Limited

Terms & Conditions

These Terms and Conditions (“Our Terms and Conditions”) apply to any charter booking (herein referred to as “charter” or “trip”) made with Epic Adventures Limited and our contractors (both herein referred to as “Epic”, “us” “we” or “our”) and must be carefully read and understood.

YOUR CONTRACT

Your contract is with us. When making a booking, the person named on the invoice is deemed the customer (“charterer”) and must have, and is taken by us to have, the authority to act on behalf of all the other people covered by the booking. Where “you” or “your” is used, this means the charterer and all people covered by the booking. By paying the deposit, and/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 and/or the charterer 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 fulfill 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.

EPIC ADVENTURES LIMITED

Is a MOSS (Maritime Operator Safety System) certified provider of specialised fishing charter services. We employ or contract experienced guides/skippers to captain purpose built boats. Our boats carry, generally, 4 customers at a time and fishing tuition is provided. Our charter boats may also provide other services, such as transportation to or from destinations.

YOUR BOOKING PRICE

The prices for our services are in New Zealand Dollars. Prices are accurate at the date of publication. Once you have made your booking, and paid the required deposit, your booking will not normally be changed. However, we reserve the right to amend prices to ensure business viability. Prices are valid for 12 months from the date a booking is entered into our Checkfront booking system. This date is noted on the booking invoice.

PAYMENT

Bookings are unsecured until a deposit has been paid.

DEPOSITS

A deposit is required to secure each booking. The deposit is usually 25% and bookings can be made online at: <http://www.epicadventures.co.nz/booking/>

Or by contacting our office:

New Zealand 021 886 223 or 0800 EPIC NZ (0800 374 269)

International +64 21 886 223.

The balance of your invoice must be paid the day prior to boat departure either by credit card to our office (+64 21 886 223) or in cash to your skipper on the day of your charter. If you are fishing multiple days we may ask that you defer payment until the end of the trip to ensure all days are completed. If you need to make other arrangements, please contact the office.

CREDIT CARDS

We accept Visa & Mastercard and use Payment Express as our secure payment provider. Epic Adventures does not store your credit card details but they are retained by our provider and relate to your invoice. Following the provision of our services, we reserve the right to obtain any unpaid monies using the Payment Express system.

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 1st 4 letters of the booking reference number is ideal but your name and trip date is also fine. Our bank details are:

***Westpac Bank Acct: 03-0255-0008303-000 (International Swift Code: WPACNZ2W)
Acct Name: Ironsands Trading Ltd***

INTERNATIONAL PAYMENT

International bank fees are variable and incurred by you and by us. The fees at both ends are variable and can be as much as \$25 NZD. We add exactly what we are charged by our bank to your invoice.

REFUNDS

Refunds are provided in line with our cancellation policy. (refer Cancellation Policy & Cancellation by Owner/Manager below).

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 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 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 BY 5PM THE DAY BEFORE YOUR BOOKING YOU MUST CALL US ON +64 21 886 223 TO MAKE SURE YOUR TRIP IS STILL GOING AHEAD

CANCELLATION POLICY

You may cancel your booking at any time either by phone call to our office (021 886 223) or by email to (info@epicadventures.co.nz). 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 if a replacement booking can be found. Otherwise, the following cancellation charges apply:

1. Booking value over \$3000. Booking date minus 60 days, a cancellation charge of 25% of the total booking charge.
2. Booking value under \$3000. Booking date minus 30 days, a cancellation charge of 25% of the total booking charge.
3. Booking value of any amount. Booking date minus 14 days, a cancellation charge of 100% of the total booking charge.

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

CANCELLATION BY OWNER/MANAGER

If, due to circumstances beyond our control (which includes the following) 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
- insufficient customers booked (a minimum of 4 persons required for single seat trips)

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 counted from 0700 hours to 1500 hours wharf to wharf. 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. Please mention that you have had an incomplete booking and the reference number or name on the booking.

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 will be charged for if lost at a current cost of \$40.00 each

You are welcome to bring any of your own gear if you choose.

DAMAGE TO OR LOSS OF OUR GEAR

The customer is liable to pay costs, as determined by Epic Adventures Limited, 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”

Rod's 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 of our accommodation. If we cannot arrange accommodation for you we will send you a variety of other local options.

NOTE: Some accommodation provided to you via us may attract a more comprehensive booking/refund policy so please ask what that is at time of booking. Eg: Some accommodation providers want a months notice if it is cancelled to provide a full refund.

FOOD AND DRINK

Although trips are not catered food and drink can be arranged at the time of booking. If you have not arranged this you should bring your own.

ALCOHOL

We are happy for you to pack a few beers 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

Epic Adventures takes the safety of our customers very seriously and we have an excellent safety record. Our experienced skippers will give 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 argument. 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 under 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

Epic Adventures 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 kingfish in your arms.

For other species of fish such as snapper please call us to discuss limits. Generally speaking it is 7 snapper/person /day but we do encourage putting the large breeding stock back unharmed.

FISH FILLETING & SMOKING

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

PHOTOGRAPHY AND VIDEO

Epic Adventures staff may take photos and/or video of you fishing. These are the property of Epic Adventures and we can use them on any medium to promote our business such as on our web site or in 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.

Epic Adventures take an enormous amount of photos/videos on a daily basis. We cannot guarantee that your photos will be made available on a social media site such as Facebook or retained in our systems following your trip.

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 to Epic Adventures Ltd.

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 Epic Adventures Limited offers we think may be of interest to you. If you do not wish to receive such information, please email us at info@epicadventures.co.nz 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, managed by Payment Express, and are only accessible for payment or refund of your invoice.

We may provide information about you to our employees or 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 organizations 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, Epic Adventures Limited 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 Epic Adventures Limited or its contractors.

Epic Adventures Ltd

www.epicadventures.co.nz

email: info@epicadventures.co.nz

- Phone in New Zealand: 0800 EPIC NZ (0800 374 269)
- Phone from Overseas: 0064 21 886 223

We look forward to giving you an Epic Adventure!