

# Bucket List Charters Terms & Conditions

## 1. YOUR CONTRACT

Your contract is with Bucket List Charters. When making your booking, the person signing the booking form or paying the deposit for the booking (the "Party Leader") must have and is taken by us to have the authority to do so on behalf of all the other people covered by the booking. Where "you" or "your" is used, this is the Party Leader and all people covered by the booking. By signing the form or paying the deposit, it means that you have read, understand, agree and accept these Booking Conditions. A contract exists as soon as you pay the booking deposit and by making that payment you will be deemed to have accepted our quotation invoice and agree to be bound by our Booking Conditions.

## 2. YOUR BOOKING PRICE

The prices for Bucket List Charters are in New Zealand Dollars. Prices are accurate at the date of publication. Once you have made your booking and paid a deposit of 50% per booking, the cost of your booking will not normally be subject to any change. However, we reserve the right to increase/surcharge or decrease prices, due to variations in service charges or fluctuations in exchange rates used to calculate the cost of your event. The balance of the price of your booking must be paid at least 14 days before your booking date or if it is booked less than 15 days prior to the departure date, upon making the booking. If the balance is not paid in time, we may cancel your arrangements and retain your deposit. Please make bank transfer/ automated payment on receipt of booking invoice.

*Note: the charter boat costs do not include any fees associated with on-shore activities such as golf course, clubs and restaurants unless by prior arrangement with Bucket List Charters.*

## 3. IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change your arrangements in any way we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be in writing signed by the Party Leader. Please check whether your holiday or business insurance will cover any changes or increased costs resulting from a change. Requests for changes to your booking should be sent to Bucket List Charters. Bookings specifically for the purpose of viewing an event (for example regatta, race or event) will still be considered bound by this agreement in the event of a cancellation by the organisers. All modifications to menu choices or guest numbers must be received within five days before booking date and may involve a modification of cost.

## 4. IF YOU CANCEL YOUR BOOKING

You may cancel your arrangements at any time. Written notification of cancellation from the Party Leader must be received at our offices. Cancellation will be effective on the date it is received by Bucket List Charters. Cancellation charges are payable as follows

Period before departure within which notice of cancellation or major change is received by us	Amount of charge
15 + days	50% of total booking cost (deposit only)
14 days and under	100% of total booking cost, plus catering deposit if cancellation is made after supplies have been purchased (usually 24-48 hours)

*Note: If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges.*

Your deposit is only refundable in the instance of one of the following:

- Bucket List Charters agrees in writing that a deposit is refundable
- If the vessel becomes unfit for the booking the deposit becomes refundable or a "Rain Check" offered.

## 5. IF WE CHANGE OR CANCEL YOUR BOOKING

The arrangements for bookings can be made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. Most of these changes will be minor and we will advise you of them at the earliest possible date. We will not cancel your arrangements less than 15 days before your departure date, except for reasons of Force

Majeure or failure by you to pay the final balance. If we are unable to provide the booked arrangements and have had to cancel them before the booking is due to start, you can either:

- Accept our offer of a replacement booking (subject to availability).
- Accept a full refund of the money you have paid.

No compensation will be paid nor a replacement booking offered where the change or cancellation is due to unforeseeable and unusual circumstances beyond our control. Such circumstances or events include (but are not limited to), industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse conditions. In the event that your booking is cancelled by the skipper or operator due to weather conditions, a "Rain Check" may be offered or a full refund will be made.

## 6. BOOKING TERMINATION AND INDEMNITY

You must accept responsibility for the proper conduct of yourself and any members of your party. We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of the crew or whose behaviour or competence in our opinion is likely to cause distress, damage, danger or annoyance to their crew, other customers, staff, any third party, any person or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you. You agree to be responsible for and to replace or make good any damage caused by any of the guests of your booking. The skipper or operator shall be responsible for the running of the vessel and for the safe navigation of the vessel and the guests will abide by his/ her decisions in regards to navigating, anchorage, locations, etc. Use of any illegal substances on the booking will result in instant termination of the booking, forfeiture of any monies paid and possible further criminal charges.

## 7. DESTINATIONS

The course of the vessel taken during the booking is at the sole discretion of the captain or operator in conjunction with Maritime Law and Local Harbour By-Laws. No guarantee is given or implied by Bucket List Charters that travelling to a destination is possible but every effort will be made to meet destination requirements.

## 8. ALCOHOL

The Liquor Licensing Authority states that no intoxicated persons shall be served alcohol. The captain or operator may use his/her discretion to prohibit intoxicated persons from boarding the vessel or may remove such persons once they are on board. The captain or operator may issue instruction that intoxicated persons are no longer to consume alcohol or be served alcohol.

## 9. SAFETY

You will at all times heed the instructions of the captain and crew with regard to safety procedures on board. Bucket List complies with the safety requirements of the New Zealand Marine Safety Authority. Your captain and crew have training in first aid.

While all caution will be taken by crew to ascertain that safety is a priority, any activities, including water sports, undertaken as part of your charter will be at the participants own risk.

## 10. IF YOU HAVE A COMPLAINT

If you have a problem during your booking, please inform a relevant member of our crew immediately, who will endeavour to put things right. If your complaint is not resolved to your satisfaction, please follow this up within 28 days of your booking in writing to our Company, giving your booking reference and all other relevant information. It is strongly suggested that you communicate any problem to crew or staff without delay and complete a report. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on the booking and this may affect your rights under this contract. It is unlikely that you will have a complaint that cannot be settled amicably. However disputes to do with this contract which cannot be settled amicably may (if you wish) be referred to an independent Arbitrator agreed to by both parties. This will be done to ensure an outcome can be achieved with a minimum cost to both parties.