

# DÉJÀ BLUE | SPORT FISHING

## TERMS AND CONDITIONS 2023/2024

### GENERAL TERMS

1. The price charged per day is as quoted to the individual.
2. Should you (the client) wish to change the agreed and booked date at any time or for any reason, all effort will be made to accommodate this but this cannot be guaranteed. Any agreed date change will only be for the current season and cannot be transferred to any following season and may incur further charges.
3. Payment terms: As agreed. 50% payment of your booked fishing to be received by December 31<sup>st</sup> 2023. We reserve the right to increase the price quoted as stated on our invoice (5% surcharge) if full payment is not made within the agreed payment terms.
4. The price does not include off board accommodation but does include all on board food (limited alcohol to be discussed) and all your needs on the boat.
5. No refund will be given for any parties failing to attend or partake on the day.
6. The Captain's decision on all matters on the boat is final and any change of plans will be his decision.
7. All clients must ensure they have the relevant visas for the country they visit, up to date passport and travel/health insurance. Children under the age of 12 may be allowed on the boat with prior discussion.

### SERVICES TO BE PROVIDED BY Déjà Blue

1. A welcome and safety briefing for all members of the party. Safety equipment will be provided and must be worn when told by The Captain.
2. In service to be provided by Deja Blue. All food will be provided by Déjà Blue. Limited laundry facilities will also be provided.
3. All fishing equipment needed on the boat will be provided.
4. The Captain will be in charge of the boat at all times.
5. If any Client is deemed as unsafe for any reason, we reserve the right to return to port. Excessive drinking is strictly not allowed for safety and distance from any medical care.

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## **CANCELLATION BY Déjà Blue**

1. We reserve the right to cancel or reschedule the trip due to any unforeseen event, severe weather, etc that may be imposed to sail/fish.

## **CANCELLATION BY THE CLIENT**

1. No guarantee can be made by us to transfer the trip if cancelled by the client for any reason, although every effort would be made to find mutually agreeable dates within the same year only but no guarantee can be made.

## **COVID-19 POLICY (Cancellation specific to).**

1. In the event that your trip is stopped due to Government Restrictions as a direct result of Covid-19 or you have Covid within your group, we will endeavor to change the date to a suitable date in the same year..

## **Force Majeure:**

Déjà Blue will not be liable for failure or delay to perform obligations under this Agreement, which have become practically impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; contagious diseases; avian flu, covid, quarantines; national or regional emergencies; severe weather conditions or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control.

Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist in the same year and a levy will be imposed.

**I have read and agree to the above terms and conditions on behalf of myself/all in my party and will pass this information onto them.**

**Signed and dated:** .....