

# **Terms and Conditions**

## **Definitions:**

"The Company" means Live Now! Fish to the Max its servants, agents, successors and assigns. "The Passenger" means jointly and severally the person or company or group of persons or companies contracting with The Company and extends to his her its or their heirs, successors and assigns.

## **Reservations:**

A 30% non-refundable deposit is required to confirm The Passenger's booking. No bookings will be guaranteed until a deposit has been received. Final balance of payment is due 30 days prior to departure.

## **Cancellation by the Passenger:**

All cancellations must be emailed to Live Now! Fish to the Max.

[Sales@livenowfishtothemax.com.au](mailto:Sales@livenowfishtothemax.com.au)

Cancellation fees are payable as follows:

If up to four weeks prior to departure – 30% of full fare

Less than four weeks prior to departure - 50% of full fare

Less than one week prior to departure - 100% of full fare

Plus an amount to cover monies already paid by The Company for Trip arrangements already made.

Refunds are not available for services provided but not utilized by The Passenger.

## **Cancellation by the Company:**

The Company reserves the right to cancel or withdraw a tour or reservations made by The Passenger in which event, save for the refund of monies paid by The Passenger, The Company shall not be liable for any loss or damage in respect of such cancellation or withdrawal.

## **Legal Liability:**

The Company shall be exempt from all responsibility or liability in respect of any detention, delays, loss, damage, expense, accident, sickness or injury howsoever and by whomsoever caused and whatever kind occurring of or to The Passenger at any time, however occasioned, sustained or suffered in or during any package journey, trip or tour or in carrying out of any arrangements booked by or through it. The Company shall not be responsible for any misdescription or misleading information notwithstanding from whence it came.

**Alterations to Travel Arrangements:**

Whilst every effort will be made to provide the journey, trip or tour offered, The Company nevertheless must retain the right to change, modify, alter or cancel any arrangement if they can not be provided for any reason. The Company accepts no liability or responsibility where delays, cancellations, price increases or other alterations have been caused by circumstances beyond its control, including but not limited to delays, interruptions or changes due to weather conditions, technical problems with transport, industrial action, natural disasters, riots, terrorist activities, airport closures or other breakdowns in arrangements. The Company shall not in any circumstances be held liable for and will not accept responsibility or liability for acts, omissions, defaults or failures on the part of transportation companies, hotel contractors and the like, who may provide you with services and facilities at the request of The Company. The Company in such circumstances acts only as The Passenger's agent to introduce you to the companies, persons, accommodation contractors and the like who provide such services and facilities. Acceptance of these arrangements is a condition of booking. It is essential that you ensure that The Company is informed of a contact telephone number or address where you can be reached immediately prior to departure.

**Variation of Price:**

All prices quoted, including fares and tour costs are those current at the date of publication, but are subject to alteration without notice at the absolute discretion of The Company. It is recommended that The Passenger check regularly to ensure that the latest amendments, if any, are brought to your attention.

**Alterations of Conditions:**

These conditions cannot be varied or altered or waived by any servant or agent or representative of The Company or by any person providing services or facilities unless contained in writing and signed by a Director of The Company. The Company will not be bound by a representation made or purported to have been made on its behalf unless The Company confirms such representation in writing.

**Illegal Acts:**

The Company reserves the right to expel The Passenger from the tour without payments of compensation should The Passenger commit any illegal or dangerous act, either prior to or during the tour, or if the Passenger appears likely to endanger the health or safety or to impair the comfort of other passengers or crew.

**Limitation of Liability:**

The Company hereby limits its liability to The Passenger or any property of The Passenger to the maximum extent permissible by law including without limiting the generality of the foregoing the exclusion of any liability whatsoever for consequential loss or damage.

**Acceptance of Terms:**

The Passenger acknowledges having read all the above terms and conditions and agrees to be bound thereby.

Travel Insurance is strongly recommended