

Summary

You are entering into a legally binding contract. Below is a summary of your obligations, but this in no way limits the Terms and Conditions which are available on the East Coast Angling website [link].

By making this booking, you agree to be bound by the Terms and Conditions.

Payment

- If you book more than 60 days out, you must pay a deposit of 30% of the total cost. The balance is due no later than 8 weeks prior to the start date.
- If you book less than 60 days out, you must pay the full tour cost upfront.

Cancellation Policy

- We strongly recommend you take out comprehensive travel insurance upon making your booking.
- All trip deposits paid are non-refundable once received by ECA.
- If a trip is canceled by ECA due to unforeseen circumstances, The following will apply:
 - ECA will issue you a credit note for your deposit, which will be valid for 12 months from your trip date. This credit note can be used towards any ECA trip during this time.
 - After 12 months if your trip is still unable to take place due to unforeseen circumstance, ECA will issue you a credit note of 50% less than your original deposit which will be valid for a further 12 months.
 - After 24 months your credit will expire.

Conduct

- Fishing in the open ocean can be a dangerous activity. You need to follow the rules & directions onboard and we might cancel the tour if you don't.

Changes

- The sea and the weather are unpredictable. ECA will be entitled to make changes to your tour if necessary.

Equipment

- ECA will supply all fishing gear, bait and tackle which you will require for the Tour.
- You will be responsible for any loss or damage to any equipment caused by negligence, irresponsible behaviour or failure to comply with rules or directions.
- You can supply your own equipment if it is in safe and functioning condition and suitable for the Tour.

TERMS AND CONDITIONS

East Coast Angling is a supplier of recreational fishing services and activities in Australia including but not limited to charter fishing experiences and associated activities. The following Terms and Conditions apply to all bookings made with East Coast Angling.

Oceanic Network Pty Ltd ACN 609 288 333 (trading as East Coast Angling, "the Supplier") and the Customer as named above understand this is a contract and the document comprises the Supplier's General Terms and Conditions attached to it. If you sign the documents you will be bound by their terms. You should read the terms of the documents carefully .

By making a booking you confirm that you have read, understood, accepted and agree to be unconditionally bound to these terms and conditions.

BY making a booking with the Supplier over the telephone, email, online booking facility, or by any other means, the Customer agrees to be bound by these General Terms and Conditions ("the Agreement").

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these Terms and Conditions of Trade:

Customer means the person making the booking and includes each of their guests and permitted assignees.

East Coast Angling means the Supplier.

GST means Goods and Services Tax as defined in A New Tax System (Goods and Services) Act 1999

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trademarks, patents and registered designs.

Loss includes, but is not limited to, costs (including, but not limited to, party to party legal costs and the Supplier's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Services means the services to be provided by the Supplier to the Customer in accordance with these Terms and Conditions.

Supplier means Oceanic Network Pty Ltd ACN 609 288 333 trading as East Coast Angling.

Terms and Conditions means this document.

Tour means one of the Services provided by the Supplier which can each vary by location, length of time, number of guests, cost, fish species or other factors.

Website means the Supplier's website at www.eastcoastangling.com.au or as amended or varied from time to time.

1.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires: -

(a) a reference to writing includes email and other communication established through the Supplier's website (if any); and

(b) the singular includes the plural and vice versa;

(c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions;

(d) a reference to a party of these Terms of Trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;

(e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms and Conditions; and

(g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:-

(i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and

(ii) in all other cases, must be done on the next Business Day.

2. AGREEMENT

(a) In consideration of payment of the price agreed between the parties, the Supplier agrees to provide and the Customer agrees to buy the Services advertised by the Supplier on the terms and conditions of this Agreement.

3. ENGAGEMENT OF SUPPLIER

(a) These Terms and Conditions apply to all transactions between the Customer and the Supplier relating to the provision of Services, including all contracts and variations. These Terms and Conditions take precedence over conditions contained in any document of the Customer or elsewhere.

(b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.

(c) The Supplier may amend any details in an advertised Service or Fee by notice in writing to the Customer. Such amended details supersede any relevant prior detail in dealings between the parties.

4. PRICES

(a) All prices advertised by the Supplier for their Services are shown in Australian Dollars including GST unless otherwise specified.

(b) All prices are subject to availability and can be varied or withdrawn without notice to the Customer. The agreed price will only be guaranteed by the Supplier once paid for in full by the Customer and these Terms and Conditions agreed to.

5. PURCHASE OF SERVICES

(a) The Customer may make an offer to purchase the Services from the Supplier advertised by the Supplier from time to time by mediums including, but not limited to, Internet websites, social media or other forms of digital or paper advertisement and by making the required payment of a Deposit at the time of booking.

(b) If the Customer makes the booking more than 60 calendar days prior to the date of the Tour, they must pay a deposit in the amount of 30% of the total cost of the Tour upfront. The balance of the total cost of the Tour must be paid not later than 8 weeks prior to the date of the Tour.

(c) If the Customer makes the booking less than 60 days prior to the date of the Tour, full payment is required at the time of booking.

(d) The Customer will be taken to have indicated their offer when all requirements set out in these Terms and Conditions have been met.

(e) The Supplier may, in their sole and absolute discretion, accept or reject any offer made by the Customer. If the Supplier accepts the Customer's offer they will communicate acceptance to the Customer by confirming their reservation. The Customer agrees they will have entered into a contract for the sale and supply of Services with the Supplier.

(f) The Customer acknowledges that clauses 5(b) and (c) are essential terms of their Contract with the Supplier and failure to make payment on the due date in accordance with those clauses will constitute a material breach of the Customer's obligations under this Contract.

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6. TOURS

(a) The Supplier offers a range of Tours which are detailed on the Website.

(b) The Customer acknowledges that each Tour has variable details specific to each Tour, the details of which are available on the Supplier's Website including but not limited to:

- (i) group size;
- (ii) available time of year;
- (iii) half or full day;
- (iv) type of vessel;
- (v) type of accommodation;
- (vi) inclusions and exclusions (food, beverages, fishing equipment);
- (vii) location; and
- (viii) fish species.

(c) The Customer warrants to the Supplier they have made their own assessment of the variable details of the Tour they have selected and confirm it is suitable for their intended purpose. The Customer will not be entitled to raise any objection to any item detailed in clause 6(b).

(d) The Supplier is entitled to vary or amend any variable detail of a Tour including but not limited to the items detailed in clause 6(b) if they deem necessary and the Customer will not be entitled to raise any objection.

(e) The Customer may request transfer to a different Tour after making their booking by providing a request in writing to the Supplier. A request for a variation must be agreed to in writing by the Supplier in order to have effect.

(f) The Supplier may accept or decline the request in their sole and absolute discretion.

7. CANCELTION POLICY

(a) The Customer acknowledges the Supplier's strong recommendation that the Customer effect and maintain a comprehensive travel insurance policy which covers the type of activities being undertaken in their chosen Tour. The Customer warrants to the Supplier that they have either obtained professional advice in relation to effecting and maintaining an appropriate travel insurance policy for their chosen Tour or had the opportunity to do so and elected not to.

(b) If the Customer wants to cancel their booking, they must provide written notice to the Supplier. For clarity, a cancellation can refer to any one or more of the Customers no longer being able to undertake the Tour.

(c) The Customer will forfeit their deposit paid if they choose to cancel their booking.

(d) If a trip is canceled by the supplier due to unforeseen circumstance, the following will apply:

- (i) The supplier will issue the customer a credit note for their deposit which will be valid for 12 months from their trip date. This credit note can be used towards any of the suppliers trips within this time frame. This credit note cannot be transferred into another parties name, it must be used by the original booking name.
- (ii) After 12 months if the customers trip is still unable to take place due to unforeseen circumstance, the supplier will issue the customer a credit note of 50% less than the customers original deposit which will be valid for a further 12 months.
- (iii) After 24 months the customer's credit will expire.

(e) The Supplier is entitled to cancel a Tour if they become aware of Unforeseen Circumstances on providing written notice to the Customer as soon as reasonably practicable after becoming aware of the Unforeseen Circumstances.

(f) The Supplier will not be responsible for any costs of the Customer incurred as a result of a Tour being cancelled due to Unforeseen Circumstances, and will not be liable to the Customer for refund of any money paid toward the Tour, whether that amount is only the deposit or the total cost of the Tour.

(g) For the purposes of this clause 7, Unforeseen Circumstances are defined any of the following which impact the Supplier's ability to provide the Services:

- i) any change in circumstances which could not have reasonably been predicted in advance;
- ii) any change in circumstance not existing at the date this Contract was made which has made provision of the Services by the Supplier to be not commercially viable;
- iii) weather or tidal conditions which impact the Supplier's ability to provide the Services in a safe and enjoyable manner;
- iv) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
- v) riot, civil commotion, war, invasion or terrorist act;
- vi) imminent threat of an event referred to in paragraphs (iv) or (v); or
- vii) compliance with any lawful direction or order by a Government Agency or Authority.

8. SAFETY

(a) The Supplier will take all reasonably necessary steps and efforts to identify and minimise risks associated with the Tour.

(b) The Customer agrees to and warrants to the Supplier they will adhere to these Terms and Conditions and any rules or directions set by the Supplier or their crew prior to or during the Tour whether notified to the Customer in writing or verbally. Failure to comply may result in cancellation or cessation of the Tour and any payments forfeited.

(c) The Customer indemnifies the Supplier for any failure of the Customer or breach of warranty in accordance with clause 8(b).

(d) The minimum age of guests permitted to take part in a Tour is 8 years of age. All minors must be under the control and supervision of a parent or legal guardian on the Tour, who take full responsibility for the actions and behaviour of the minor.

(e) The Supplier recommends the Customer wears lightweight and comfortable clothing on the Tour which provides protection from the sun. A windproof jacket to protect against harsh conditions at sea is also recommended. The Customer must wear appropriate, covered shoes at all times during the Tour.

(f) The Customer must disclose any pre-existing medical conditions which may effect their ability to participate in the Tour as soon as reasonably practicable.

(g) The Customer warrants to the Supplier that they have sought medical advice, or had the opportunity to do so, in respect of all disclosed or undisclosed medical conditions prior to entering into this Contract, and confirm they are fit and able to participate in the Tour.

9. CONDUCT

(a) The Customer must, at all times during the Tour, behave in a safe and respectful manner to all staff and other guests on the Tour. Any abusive, inappropriate, offensive or illegal behaviour will not be tolerated and will result in cancellation or cessation of the Tour and any payments forfeited.

(b) Alcohol is permitted on the Tour but must only be consumed by guests over the age of 18 years in a moderate and responsible manner. The Supplier and their crew will be entitled, in their sole and absolute discretion, to refuse or prohibit guests from consuming alcohol at any time during the Tour.

(c) Smoking is only permitted on the outside deck of the vessel and the Customer must exercise extreme caution in preventing

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cigarette butts or litter being disposed of into the sea and make use of the ash trays available on the vessel.

10. EQUIPMENT

(a) If applicable to the Tour subject of this Contract, the Supplier will supply all fishing gear, bait and tackle which the Customer will require for the Tour.

(b) The Customer will be responsible for any loss or damage to any equipment provided by the Supplier caused by negligence, irresponsible behaviour or failure to comply with rules or directions of the Supplier or their crew and will be liable for the full replacement cost of the equipment.

(c) Passengers may supply their own equipment which they warrant to the Supplier is in safe and functioning condition, suitable for the activities being undertaken in the Tour.

11. WAIVER

(a) It is possible for a supplier of *recreational services* or *recreational activities* to ask the Customer to agree that statutory guarantees under Schedule 2 to the Competition and Consumer Act 2010 (Cth) do not apply to the Customer (or a person for whom or on whose behalf the Customer is acquiring the services). By making this booking the Customer agrees their rights (or the rights of a person for whom or on whose behalf the Customer is acquiring the services) to sue the Supplier in relation to *recreational services* or *recreational activities* that the Customer undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

12. LIABILITY

(a) The Supplier emphasises the risks of personal injury or loss of life, damage to or loss of property that can be sustained on boats.

(b) While the Supplier adheres to the strictest of safety procedures in all their operations, there are inherent risks associated with such activities. By making a booking, you acknowledge, agree and understand that the Supplier offers recreational services and activities (as defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) and that there may be risks of personal injury, loss of life, damage to or loss of property that can be associated with these activities. The Customer acknowledges that this warning constitutes a 'risk warning' in accordance with the relevant legislation including the *Civil Liability Act 2003* (QLD) and agree that the Customer has chosen to participate in the Services of your own volition. The Customer agrees that, to the maximum extent permitted by law, their right to sue for personal injury and death caused by any breach (that does not constitute a reckless breach by the Supplier) of statutory consumer guarantees under Schedule 2 of the Competition and Consumer Act 2010 (Cth) are excluded.

(c) The Customer further agrees that, without limiting the foregoing, and to the maximum extent permitted by law, in no event will the Supplier or any of its related bodies corporate, directors, employees, consultants and agents be liable to any person in respect of any claim of any personal injury, loss, damage to property, death, illness, harm or economic loss suffered by the Customer or any other person on a Tour, whether consequential, direct or indirect and whether as a result of a breach of statute or statutory duty, in contract, tort (including negligence), equity, or otherwise in connection with the Customer or that person's participation in our services, or of a third party over whom the Supplier has no direct control, force majeure or any other event which is beyond the Supplier's control or which is not preventable by reasonable diligence on their part.

(d) Under circumstances where the Supplier's liability cannot be excluded and where liability may be lawfully limited, such liability is

limited to the remedies required of the Supplier under applicable law (including the *Australian Consumer Law*). This liability clause is subject to the Customer's rights under the *Australian Consumer Law* and nothing in these terms and conditions is intended to limit any such rights.

(e) The Customer agrees to indemnify, defend and hold harmless the Supplier, its directors, officers, employees, consultants, and agents from any and all third party claims, liabilities, damages and/or costs (including but not limited to) legal fees, arising from your use of the Services or the Customer's breach of these Terms and Conditions.

13. INTELLECTUAL PROPERTY RIGHTS

(a) The Customer indemnifies and agrees to keep indemnified the Supplier against all Losses incurred by the Supplier in relation to or in any way directly or indirectly connected with any breach of any other Intellectual Property Rights in relation to any material supplied by the Customer to the Supplier.

(b) Unless specifically agreed in writing between the Supplier and the Customer, all Intellectual Property rights in any works created by the Supplier on behalf of the Customer vest in and remain the property of the Supplier.

(c) The Customer grants to the Supplier a perpetual, non-exclusive license to use the works created or produced by the Supplier in connection with the provision of Services under these Terms and Conditions.

(d) All photos provided by the Customer to the Supplier become the property of the Supplier and may be used by the Supplier for marketing and promotional purposes. The Customer agrees and consents to the Supplier taking photos of the Services to be used for any purpose in connection with the Supplier's business, including but not limited to posting on social media or other marketing purposes.

14. AGENCY AND ASSIGNMENT

(a) The Supplier has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these Terms and Conditions provided that the assignee agrees to assume any duties and obligations of the Supplier owed to the Customer under these Terms and Conditions.

(b) The Customer is not to assign, or purport to assign, any of its obligations or rights under these Terms and Conditions without the prior written consent of the Supplier.

15. DEFAULT BY CUSTOMER

(a) Each of the following occurrences constitutes an event of default:

(i) the Customer breaches or is alleged to have breached these Terms and Conditions for any reason (including, but not limited to, defaulting on any payment due under these Terms and Conditions) and fails to remedy that breach within 7 days of being given notice by the Supplier to do so; or

(ii) the Customer purports to assign its rights under these Terms and Conditions without the Supplier's prior written consent;

(f) Where an event of default occurs, except where payment in full has been received by the Supplier, the Supplier may:-

(i) terminate this Contract;

(ii) refuse to provide further Services;

(iii) retain (where applicable) all money paid on account of Services.

22 OTHER MATTERS

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- (a) These Terms and Conditions are governed by the laws of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.
- (b) These Terms and Conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- (c) In entering into these Terms and Conditions, the Customer has not relied on any warranty, representation, or statement, whether oral or written, made by the Supplier or any of its employees or agents relating to or in connection with the subject matter of these Terms and Conditions.
- (d) If any provision of these Terms and Conditions at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (e) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (f) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a booking confirmation (or as varied pursuant to these paragraph) and delivered personally, sent by pre-paid mail to the address of the address specified in the relevant Quote; sent by facsimile transmission to the facsimile number of the addressee specified in the relevant Quote, with acknowledgement of receipt from the facsimile machine of the addressee or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.
- (g) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by facsimile or email before 4pm one Business Day at the place of receipt, on the date it is sent and otherwise on the next Business Day at the place of receipt.
- (h) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.