

Terms & Conditions

General Terms

Epic Marine Charters - Busselton Cruises promotes itself as a safe, fun, friendly and family orientated charter/cruise/tour boat business. It also is conscious of the environment and areas in which it operates. We will never intentionally put the vessel, crew, passenger, public or environmental safety at risk. As such passengers acknowledge that at the sole discretion of Epic Marine Charters - Busselton Cruises, some charters/cruises/tours may at times be required to be modified, rescheduled, or cancelled.

Epic Marine Charters - Busselton Cruises reserves the right to alter prices, schedules or tours at any time as required.

Our Vessel "Equador" is bound to comply with strict regulations and enforce maximum 30 passengers and 2 crew members in 1C class waters.

All passengers/ guests release Elswood Pty Ltd (trading as Epic Marine Charters - Busselton Cruises), their Directors, Trustees, Managers, Employees, Volunteers, Agents, Associated Personnel, and their boats & equipment (whether owned, operated, leased, or chartered) or affiliates for any claim incurred, including but not limited to a claim for illness, injury, damage, loss of property or death resulting from activities conducted by Epic Marine Charters - Busselton Cruises.

Activities include but are not limited to, access to jetties, wharves, or access areas, embarking and disembarking of vessel, entering and exiting the water, whilst on vessel, in water activities, affiliates or venues.

It is the sole responsibility of passengers to ensure their own safety, behaviour and conduct whilst utilising our services or others involved with any charter/cruise/tour. This includes following all directions given by staff.

Epic Marine Charters - Busselton Cruises reserves the right to suspend a charter/cruise/tour, refuse, remove access to its vessel(s) to any passenger or group at any time, who or by way of deliberate act, wilful damage, is deemed or behaves in a manner that risks the safety or comfort of the vessel, passengers, themselves, staff, members of the public and public areas or facilities.

General Terms cont...

The below list includes but is not limited to refusal or removal of a passenger or group.

- Abusive or threatening behaviour
- Acts of violence
- Derogatory or foul language
- Discrimination, ethnic or racial vilification
- Sexual harassment both verbal and physical
- Intoxication, drugs illicit or prescription
- Damage to property
- Failure to follow crew directions

Where a passenger is refused or removed from a charter/cruise/tour, Epic Marine Charters - Busselton Cruises reserves the right to involve authorities as required, recover costs incurred by Epic Marine Charters - Busselton Cruises and strictly no refunds will be offered or financial assistance given, be responsible for return transportation this includes but not limited to costs incurred by the passenger for travel from any location where a passenger is disembarked which will be the nearest and accessible jetty or other means of disembarking.

Passengers are required to immediately advise a crew member of any occurrence of the above mentioned.

Any passenger or group where a charter/cruise/tour is suspended, refused or access removed to its vessel at the sole discretion of Epic Marine Charters - Busselton Cruises may be refused or banned from any or further bookings aboard its vessel(s) in the future, criminal charges may also be pursued by Epic Marine Charters - Busselton Cruises and or relevant authorities.

Pricing Policy

Epic Marine Charters - Busselton Cruises are an Australian company and as such all prices are in Australian Dollars (AUD) and include GST. We reserve the right to alter or amend prices at any time.

Payment and Cancellation Policy

Payments can be made either by online booking service, third parties or as agreed for private charters and on occasion for general cruises direct debit to Epic Marine Charters - Busselton Cruises nominated bank account or credit card (fees apply 2% for private charters).

We utilise REZDY and or Fareharbor payment services for online bookings.

General Cruises/Tours

Full payment is required at the time of booking for each passenger to guarantee cruise/tour booking.

In all instances up to 48 hours prior to cruise/tour, cancelling or re-scheduling passengers are to work with Epic Marine Charters - Busselton Cruises management in a pro-active way to arrange another charter date and time prior to refunding of any monies.

Cancellations will be refunded for tours/cruises up to:

Over 14 days: Refund of booked Ticket Price minus 100%

7-13 days' notice: Refund of booked Ticket Price minus 50%

3-6 days' notice: Refund of booked Ticket Price minus 25%

2 or less days: No refund

Cancellations or re-scheduling within 48 hours, failure to attend or late arrival will be charged full price of ticket. (Excludes Christmas light cruises, see Christmas light cruises)

Any monies refunded will exclude any fees paid by Epic Marine Charters - Busselton Cruises for online bookings or from booking agents.

Deposits can be arranged at the sole discretion of Epic Marine Charters - Busselton Cruises, which includes as a minimum 50% of each passenger ticket and monies deposited to Epic Marine Charters - Busselton Cruises nominated bank account to guarantee the nominated date and time of charter/cruise/tour.

Deposits are non-transferable nor refundable if a cruise/tour is cancelled 14 days prior to charter date.

Remaining balance or full payment must be deposited 7 days prior to cruise/tour and is non-transferable nor refundable beyond that date. Where full payment has not been received within 7 days prior, those spots reserved will be made available to others and the deposit forfeited. (Excluding Christmas lights, 30 days).

Rescheduling is at our discretion where availability allows. Or a voucher will be issued for the amount that can be used towards one of our other cruises/tours (excluding Christmas light cruises) with a validity of one year. Rescheduling within 48 hours is not permitted. (Refer Christmas light tours).

Private Charters

A minimum deposit of 50% or to a maximum of \$1000.00 of quoted charter must be deposited to Epic Marine Charters - Busselton Cruises nominated bank account to guarantee the nominated date and time of charter.

Deposits are non-transferable nor refundable if a charter is cancelled within 30 days prior to charter date. Any bookings made with a credit card will incur a fee of 2% of the quoted price.

Remaining balance or full payment must be deposited 7 days prior to charter and is nontransferable nor refundable beyond that date. Any payments made with a credit card will incur a fee of 2% of the payment.

During the months of December and January full payment is required 30 days prior to charter and is non-transferable nor refundable beyond that date. (Refer Christmas light tours).

All bookings made for a private charter must supply Epic Marine Charters - Busselton Cruises with a Credit card to hold. Any expenses incurred immediately following a private charter maybe deducted to immediately rectify any issue or damage from the cruise (See DAMAGE AND LOSS).

Any additional cleaning of the vessel beyond 15 minutes of a private cruise will be charged at \$125.00 for every 15 minutes of additional cleaning required, these monies will be deducted from the credit card being held.

Guests must depart the vessel no later than 10 minutes once returned to the jetty/wharf (Charter finish time), any time from 15 minutes will be charged as per below to a maximum of \$500 per hour in quarter hour increments (\$125 each 15 mins). These monies will be deducted from the credit card being held.

Charters Booked via Third Party

Travel agents, booking sites or entities acting as a third-party booking service set their own policies in regard to cancellations or re-scheduling.

In all instances where a booking has been made through a third party, Epic Marine Charters - Busselton Cruises does not have the ability to override those terms and conditions. As such all requests are to be made to the third party in which the booking was made. (Refer Christmas light tours).

In the case of a refund, any monies refunded will exclude any fees paid by Epic Marine Charters - Busselton Cruises for online bookings or from booking agents and third parties.

Christmas Light Tours

For Christmas light cruises/tours, full payment must be made in full at the time of booking or for private charters 7 days prior to departure date, there are no refunds or change of date time etc on any cancellations, late arrivals or any other failure to attend.

Epic Marine Charters – Busselton Cruises, do not guarantee the quality or quantity of Christmas lights on display during the time of the cruise/tour.

The cruise/tour is offered as cruise/tour with the opportunity to view available lights on display.

Weather and Safety

Comfort and safety of our vessel, crew and passengers is paramount. Epic Marine Charters - Busselton Cruises reserves the right to cancel, reschedule, modify or abandon part or the whole of the charter/cruise/tour at any time as a result of but not limited to;

- Inclement weather
- Safety and wellbeing of vessel, crew, passengers
- As a result of prevailing operational conditions
- Mechanical failure or maintenance
- Circumstances beyond our control
- Low booking numbers – alternative date will be offered

Epic Marine Charters - Busselton Cruises shall not be liable for any loss or incurred costs whatsoever to passengers by reason of any such cancellation, rescheduling, modification, or abandonment of charter/cruise/tour.

Where a charter/cruise/tour is cancelled by us for any of the reasons above, we will make every effort to advise our passengers as soon as possible. We will make every effort to reschedule or a voucher for another charter at a later date with up to 12 months validity. If a mutual agreement cannot be reached, then a refund will be offered equivalent of the time on charter/cruise/tour or a full refund in the case of the charter not proceeding prior to boarding.

Missing Your Charter/Cruise/Tour

It is the passenger(s) sole responsibility to ensure they are on time and at the correct location so that we can safely board passengers and conduct safety briefing prior to scheduled departure time.

We advise passengers to arrive at the designated pickup point 15 minutes prior to departure time. We reserve the right to refuse boarding of any passenger that arrives within 10 minutes which would constitute failure to attend or late arrival that will be charged full price of ticket.

Private charter booked passengers are to arrive at the designated pickup point 15 minutes prior to departure time. With consultation of the person in charge of the vessel and person who booked the private charter only, may the vessel wait for any late passengers. No additional time other than charter finish time that had been booked will be permitted.

Dress Code

It is the passenger's responsibility to ensure their own comfort and suitability of clothing while on charter/cruise/tour and should plan for conditions.

During summer we recommend sunglasses, hat, long sleeve shirts, sunscreen and a jumper (can get cool on the water or at night). During winter we recommend glasses, hat, jumper / jacket and long pants.

High heels or footwear that may damage the vessel are not permitted to be worn at any time whilst aboard.

As our charters/cruises/tours involve non-water and water activities people should bring and wear suitable attire for these activities. Not permitted at any time is what would be perceived as nudity or G-strings or the likes that would make a guest or a family uncomfortable. We recommend board shorts and suitable bikini's or coverings.

Religious beliefs do not override what would be reasonably acceptable in Australia.

Offence must not be taken if you are asked to cover up if not complying with the above.

For private charters at the sole discretion of Epic Marine Charters - Busselton Cruises certain exemptions may apply on charter.

Damage and Loss

Passengers are responsible for their behaviour and those that are in their care prior, during, post and whilst utilising facilities or equipment owned, leased and or operated by Epic Marine Charters - Busselton Cruises.

Any expense or damage by an act of a passenger to the vessel or leased area, its fittings, fixtures, furnishings, appliances, or any equipment onboard during the charters/cruises/tours will be the responsibility of the passenger or person who booked on behalf of the passenger.

Epic Marine Charters - Busselton Cruises may seek restitution for those damages and or legal proceedings for all and additional expenses incurred, including but not limited to loss of business, wages and other items as advised. This may include taking funds early up to a maximum of \$2000.00 where possible to pay immediate costs incurred to continue operation of the vessel or items for any area used.

Water Activities

Whilst Epic Marine Charters - Busselton Cruises offers the opportunity for its passengers to participate in water activities and items for use, sometimes this is not able to be carried out safely, on such occurrence guests will be advised during the cruise. There are no refunds or discounts if the Master deems the safety of the guests could be compromised. It is the passenger's responsibility to have sufficient ability to swim. Epic Marine Charters - Busselton Cruises reserves the right to refuse entry into the water to any passenger whom the crew believe does not have the required swimming ability.

Passengers enter the water at their own risk. This may include interactions with other vessels in the area, wildlife encounters and items supplied by Epic Marine Charters - Busselton Cruises that may not be classed as flotation devices.

Epic Marine Charters - Busselton Cruises does not offer lifesaving services or rescue services for water activities and passengers must take their own responsibility for safety and ability when entering the water.

Any SCUBA diver that boards the vessel for diving activities must be fit to carry out those activities, they must also hold a valid qualification from a recognised organisation (e.g. PADI, NAUI, SSI).

Water Activities cont...

For private charter bookings/cruises/tours, NO fishing is permitted from our vessel, this includes any guest bringing onboard fishing equipment or any device that would be considered fishing equipment. Guests that do bring equipment will be subject to local laws and any prosecutions against Epic Marine Charters - Busselton Cruises will be at the cost of the guest or their parent guardian. This may include Epic Marine Charters - Busselton Cruises taking legal action against the guest to recover costs for damages not limited to; brand damage, loss of income, loss of bookings, loss of business, loss of vessels.

At times aquatic toys or inclusions may not be available this may be due to damage, loss or no fault of Epic Marine Charters - Busselton Cruises.

Although it may be advertised or referenced, when aquatic items are not available no refunds or discounts will be given to guests. Epic Marine Charters - Busselton Cruises will always endeavour to have items available this is not 100% guaranteed.

Children Policy

Children are defined as being up to and including an age of 16 years old. Children must always be accompanied by a guardian who is entirely responsible for their care. Children must not be left unattended at any time whilst on charter/cruise/tour or during in-water activities. Epic Marine Charters - Busselton Cruises does not take any responsibility of the care of any child that must be always under supervision of their parent or guardian.

Privacy Policy

Epic Marine Charters - Busselton Cruises will only use your personal information supplied by you for our services in relation to booking and passenger list. With all personal information we will take all practical measures to ensure its security. Once information is no longer required for the purpose for which it was obtained, all reasonable efforts will be taken to destroy or de-identify your information.

Personal information will not be kept by us than what would be classed as reasonable and legally required by us under law.

REZDY or Fareharbor is our online booking system, personal information held on their platforms are not under our control but is inline with there terms and conditions, guests that have any enquiries regarding this must consult with them directly.

Privacy Policy cont...

We do not and will not have access to any personal banking details, excluding credit card details that will be shredded once your charter has been completed.

Photography

At times during our charters/cruises/tours we may take photographs or video which may be used in marketing material produced by us or on our behalf. For passengers that do not want photographs or video used for this purpose please advise our crew so we can comply with your wishes.

Enquiries & Disputes/Complaints

If at anytime you have any queries of our charters or this document, please do not hesitate to contact us, we are more than happy to assist. Whilst on charter our crew are there to make your charter as enjoyable as possible, please discuss with them and they will assist where possible.

We are always looking to enhance and improve our charters for our guests and any feedback is much appreciated.

For anyone with any disputes or complaints about our services they should be directed to Epic Marine Charters - Busselton Cruises Management as soon as practicable via email or phone. We will always do our best to resolve any issues and work with our customers.

Epic Marine Charters - Busselton Cruises should be given reasonable opportunity and time to resolve any issue raised. This includes social media or other means in the public domain that may damage our brand or reputation. Grievances that are made on social media or public domain without first working through resolution with management will give us the right to contact the media platform and request the removal until the grievance can be worked through in a pro-active approach.

info@epicmarinecharters.com.au

Website Policy

All content on Epic Marine Charters - Busselton Cruises website is the sole property of Epic Marine Charters - Busselton Cruises and must not be reproduced without written consent from Management or misused in a way that may harm Epic Marine Charters - Busselton Cruises brand and reputation.

Whilst we update our website as regular as possible, we are not liable for any inaccuracies.