



## TERMS & CONDITIONS

By booking a charter with Territory Barra Sportfishing, clients acknowledge that they have read, understood, and agree to the following terms and conditions:

### 1. BOOKINGS

- To secure a booking, a 40% booking fee is required. This amount represents a combination of administrative costs, reservation of dates, and payments to third-party providers. This fee is non-refundable to the extent of costs incurred by Territory Barra Sportfishing.
- Full payment is due 30 days prior to the scheduled charter date. Failure to complete full payment within 30 days prior to the set charter date may result in a loss of your booking and deposit.
- Changes to booking dates by the client are subject to Territory Barra Sportfishing availability and may incur additional charges.

### 2. CANCELLATION POLICY

- In the event of adverse weather conditions, Territory Barra Sportfishing reserves the right to cancel or reschedule the charter for safety reasons. In such cases, rescheduling options will be provided. Territory Barra Sportfishing will contact clients as soon as practicable to discuss their options. This may happen the night prior or morning of the charter in extreme cases.
- Territory Barra Sportfishing reserves the right to cancel or modify any charter itinerary where safety is at risk.
- **Cancellations Due to Weather or Unforeseen Events**  
Territory Barra Sportfishing operates in remote and weather-dependent environments. In the event that a charter cannot proceed due to adverse weather, flooding, access issues, or other circumstances beyond our control, every reasonable effort will be made to reschedule the booking.
- If rescheduling is not possible, clients acknowledge that portions of their booking may have been paid to third-party providers (including but not limited to accommodation, mothership services, catering, and logistics) and may be non-refundable.  
In such circumstances, Territory Barra Sportfishing reserves the right to retain any payments necessary to cover non-recoverable costs incurred. Any remaining balance will be refunded where possible. Territory Barra Sportfishing is not liable for any additional costs or losses incurred by clients as a result of cancellation.
- Once a charter has begun departure, the charter is non-refundable.
- If you cancel your booking **less than 30 days** prior to your scheduled arrival date, Territory Barra Sportfishing reserves the right to retain all payments made to cover losses incurred, including any non-recoverable third-party costs, unless the booking is able to be filled.
- If you cancel your booking **more than 30 days** prior to your arrival date, your deposit may be transferred to another available date within 12 months of the original booking, subject to availability. However, the deposit is non-refundable.
- Clients acknowledge that charters operate in remote Northern Territory environments, particularly during the runoff season, where weather, flooding, and access conditions can change rapidly and may result in cancellation or modification of the trip.



### 3. CLIENT REQUIREMENTS

- All charters have a maximum of 4 passengers per charter unless stated otherwise in prior arrangements.
- Children under 13 must be accompanied by a parent/guardian at all times.
- All clients must comply with local fishing regulations.
- Clients must follow the guides / operators instructions for safety and operational purposes.
- The guide / operator reserves the right to refuse service to anyone not in compliance with safety regulations or behaving in a manner that may endanger themselves or others.
- Alcohol is permitted on board but must be in cans only and consumed in a responsible manner.
- Smoking is not permitted on board unless otherwise agreed by the guide / operator.

### 4. LIABILITY

- Territory Barra Sportfishing is not responsible for any loss or damage to personal belongings during the charter.
- Clients are responsible for their own safety and should inform the captain of any medical conditions, allergies or concerns before the charter begins.
- Territory Barra Sportfishing will take all reasonable care in the conduct of its operations but accepts no liability for loss or damage to personal belongings.
- Clients acknowledge that participation in fishing charters involves inherent risks. To the fullest extent permitted by law, Territory Barra Sportfishing shall not be liable for any injury, loss, or damage arising from those risks, except where caused by our negligence or breach of law.

### 5. EQUIPMENT & TACKLE

- Territory Barra Sportfishing will provide all necessary fishing equipment and tackle.
- Clients are responsible to pay for any damage or loss of equipment including fishing tackle at the discretion of the operator. Payment must be made on the same day as the charter.
- In the instance where equipment must be replaced or paid for by the client responsible of damage or loss, the tour operator will contact the local fishing tackle store for a replacement price.
- If it is after-hours and the tour operator cannot make a phone call to a tackle shop for a price reference, an internet search for a price reference will take place.

### 6. PHOTOS & MEDIA

- Territory Barra Sportfishing may take photos or videos during the charter for promotional purposes. Clients grant permission for the use of such materials unless stated otherwise in writing prior to charter commencement.

### 7. CHANGES TO TERMS & CONDITIONS

- Territory Barra Sportfishing reserves the right to modify these terms and conditions at any time. Changes will be effective immediately upon clients receipt of current or updated Terms and conditions.

### 8. DEPARTURES

- Territory Barra Sportfishing has strict departure times and requires clients to arrive at the organized meeting address and time.  
Should you not arrive on time, the charter may go ahead without you or be cancelled – therefore forfeiting your full booking fee with no refund given.



#### 9. SAFETY

- All clients are given a full safety briefing before departure from the boat ramp.
- Clients with pre-existing medical conditions or food allergies must disclose this at the time of booking and detail any medication or precautions that may be required in case of an emergency. Not doing this will be considered negligent, and Territory Barra Sportfishing shall take no responsibility should an incident occur.

#### 10. BEHAVIOUR & CONDUCT

- Territory Barra Sportfishing staff must be treated with respect at all times. The operator reserves the right to cancel the charter and return clients to the nearest boat ramp with no refund being issued if the client misbehaves or acts in a negligent manner.
- All equipment and tackle is to be treated with care and respect. Clients are responsible to pay for any damage or loss of equipment at the discretion of the operator. Payment must be made on the same day as the charter.

#### 11. ALCOHOL AND DRUGS

- Alcohol is permitted on board but must be consumed responsibly.
- Any behavior deemed inappropriate by intoxication may result in the cancellation of the charter and the client/s returned to the boat ramp with no refund issued.
- Any and all illicit drugs are strictly prohibited and must not be brought onto the charter. Failure to comply may result in a cancellation of the charter with no refund given.