

Epic Fishing Limited our Terms and Conditions Season 2019; These Terms and Conditions apply to all Fishing Trips provided by us to you. **Scope;** the following Terms and Conditions apply to all of Epic Fishing Limited's trips aboard 'Legend of New Quay'. They apply to both you (the person booking the Fishing Trip) and all persons within your group and should be shared with, and read by, all persons within your group in advance of your departure. By booking and participating in any of our Fishing Trips you and your group hereby agree and accept these Terms and Conditions. Epic Fishing Trips, Bass Fishing Trips, Sea Bass Safaris and Crab Fishing Trips are all trading names of Epic Fishing Ltd. **Definitions;** In these Terms and Conditions the following words shall have the following meanings: "Epic Fishing Limited": - "we", "us" and "our" shall mean Epic Fishing Limited (company registration No: 8268235, VAT No. 155 6966 67); "Fishing Trip" or "Fishing Trips" shall mean any trip which we provide to you and your group and this shall include all fishing trips, sea bass safaris and crab fishing trips; "Terms and Conditions" shall mean the terms and conditions upon which we will provide Fishing Trips and which are set out in this document; And "you", "your", "yourself" and "yours" are references to you the person booking a Fishing Trip and includes all others in your group. **Bookings;** All bookings are secured only after receipt by us of cleared payment of the full trip price. [Or if requested by us a Fifty percent (50%) deposit (that is 50% of the full price of your Fishing Trip). Any balance (that is, the full price less the deposit paid) is payable before departure]. Departure is at the agreed time on the agreed date as notified to you and from New Quay big pier, Ceredigion, West Wales SA45 9NW (unless otherwise informed). If you have booked a private charter for just your group, any late arrival after the agreed departure time will be counted towards your trip time. If you have booked on a share boat trip with others that are unknown to you then departure will be at the scheduled time. If you miss the departure time and the trip is forced to leave without you or any member of your group then we will not refund any payment you have made. The number of spaces booked must be paid for in full. No reduction in total trip price, as booked, will be given should your final group numbers be lower than you booked. All trip departures are at the Skipper's discretion and his/her decision is final. We will endeavour to confirm your trip a minimum of twelve hours in advance of departure. In exceptional circumstances trips may be cancelled at short notice and a full refund will be given should this occur. **Pricing and Refunds;** We may from time to time offer discounts (and/or voucher codes) against our standard list prices. Your trip price is the amount you paid for your ticket and is fixed and non-negotiable. Should the Skipper decide that the trip will not depart (due to adverse weather conditions or other unforeseen circumstance) we will offer a full refund of your monies paid, or where practical and possible an alternative trip time and date will be offered. Should you cancel or miss your original trip time or having accepted it, an alternative trip time, at any time after booking then no refund will be given. Departure times are fixed and we cannot wait for late arrivals. We will refund only the balance paid for any unused trip time should the Skipper decide to return to harbour due to adverse weather conditions or other unforeseen circumstances. For example if the Skipper returns to harbour one hour into a two hour trip; fifty percent of your payment will be refunded. We will not make any refund for cancellation by you at any time whether at sea or prior to your trip. Whenever possible the Skipper will return to harbour at your request but no refund will be made in these circumstances. **Child Protection;** Children under the age of eighteen years may only join our trips if accompanied on the trip by a responsible adult (parent, guardian, relative, school teacher etc.). **Pets;** For your safety, the safety of other passengers and the safety of animals, we do not take any pets aboard our trips. **Tackle;** you may bring your own tackle or use the tackle supplied or any combination thereof. Any losses or breakages of our tackle must be paid for by you. Losses and breakages will be charged at cost. **Health and Safety;** Please note that we **do** operate in rainy weather. Pre boarding – Please wear sensible footwear, take care whilst walking across 3rd Party property to access our vessel and give yourself plenty of time to get to the nominated departure point in time and without any need to hurry. We accept no

responsibility or liability for your health and safety while you are on or traversing the pier or jetty or pontoon which are owned and maintained by 3rd Parties. Boarding – Our vessel has a nominated embarkation point and that should be used for boarding or disembarkation. You must not get on or off the vessel unless instructed to do so by the Skipper. Please stow all personal effects and belongings in the stowage compartments. We are not responsible for your injury due to the misplacement of private effects and belongings and no liability is accepted in respect of any damage to any of your personal effects and belongings. You are advised not to go to sea unless you are reasonably fit and have no known medical conditions that may be exacerbated by being at sea. Weather – You should be dressed for seasonal weather. Warm clothing, sensible footwear, a full set of waterproof clothing, a sun hat, sunglasses, a high factor sun block are advised. Bring sufficient food and water for the length of your trip and keep hydrated. We are not responsible for your personal wellbeing whilst at sea and you are advised to care for yourself and those in your group at all times. The Skipper should be informed immediately should any personal illness be detected amongst your group. At sea – You are advised to consider the risk of sea sickness prior to departure. Should you choose to take medication for sea sickness or any other medical condition, either prior to your trip or whilst at sea you do so at your own risk. Take care to hold on at all times whilst at sea and you are advised to remain seated whilst the vessel is travelling. Should the Skipper become concerned for your wellbeing whilst at sea he/she reserves the right to return to harbour immediately and without refund. Should the Skipper become concerned for his/her own wellbeing or that of the vessel he/she reserves the right to return to harbour and in any such instances a refund proportionate to the remaining trips time will be made. Whilst fishing – The activity of sea angling (including the casting of real or imitation baits) necessarily involves the use of a heavy weight and sharp hooks. Care must be taken at all times whilst angling and casting. It is your responsibility to ensure that your angling activity is safe and does not endanger any other person aboard. Any accident due to the action of angling including casting/jigging, whether pre cast/jig, during cast/jig or after cast/jig that results in any injury to a person aboard is not our responsibility but that of the person undertaking the activity of angling. We will not be held responsible or liable for any injury related either directly or indirectly to the activity of angling whilst on board our vessel. Should any angler become ‘hooked’ in any way on any part of their body he or she will be returned to shore to allow you to initiate medical attention. Fish and Jelly fish stings, bites and fin spike injuries – All fish should be handled in the appropriate manner relevant to its species by adults only. Please ask your Skipper if you are unsure of how to handle fish safely. Every care will be taken to ensure that all fish are correctly identified and correctly handled. We do not accept responsibility or liability for any injury through the handling of any marine species including fish, shellfish, jellyfish and any other marine creature caught during your trip. **The Vessel;** ‘Legend of New Quay’ is licensed by the Yacht Designers and Surveyors Association (YDSA) on behalf of the Maritime Coastguard Agency (MCA) to carry 12 passengers and 3 crew at sea no further than 20 miles from a safe haven. We carry all required sea going safety equipment including life rafts and life jackets for all persons. You will receive a full safety brief from the Skipper or his/her crew before or during departure and that will include a demonstration of how to put on a lifejacket and the location of the vessels various safety aids. Under licence it is not necessary to wear a lifejacket whilst at sea unless requested to do so by the Skipper. Should you wish to wear a lifejacket please ask and we will make one (or more) available. Children under the age of sixteen years must be cared for by a responsible adult at all times whilst aboard. For your safety *No Smoking* is permitted aboard at any time and alcohol consumption is prohibited. **Crab Fishing;** Whilst on one of our trips you are accepting the risks involved in handling live shellfish. All shellfish species can inflict a very painful nip*. Bruising can occur and in the worst cases severe damage to a finger or hand or other body part is possible. You are requested not to allow children under the age of eighteen to handle any shellfish caught. All shellfish should be handled

in the appropriate manner relevant to its species by adults only. Please ask your Skipper if you are unsure of how to handle shellfish safely. We will broadcast this requirement to all passengers before crab fishing commences and we do not accept any responsibility or liability for any injury resulting from crab or lobster nips* to either children or adults. *A 'nip' is used to describe the action of the closing of a crab or lobster claw upon something. A 'nip' if from a large crab or lobster can be extremely powerful and the use of the word nip in no way reduces the potential seriousness of such an incident. **Fishing Catch Limits;** The law now requires the release of all bass caught until 1st Oct each year, whereupon one bass per angler may be taken (a minimum landing size is applicable). All finfish species (not sharks) may be taken without limit of numbers as long as they are of Minimum Landing Size, although we reserve the right to limit the numbers of fish killed should we deem that the numbers of fish being killed on any particular trip are above that which would be considered by most to be fair, applicable and sustainable. We take a 'generational' view on the sustainability of our fish stocks – what is here today should also be here for those that will fish tomorrow and into the future. Each person fishing is entitled by Welsh Assembly Government Sea Fisheries bylaw to keep two lobsters, five crabs (brown, spider or velvet and in any combination) and a maximum of one kilogramme of prawns and five kilogramme of whelks. The crabs and lobsters must be of Minimum Landing Size and a measure is on board the vessel. The Skipper's decision on landing size and catch limit is final. All undersize shellfish must be returned to the sea immediately. The taking home of fish or shellfish is done entirely at your risk. We are not responsible or liable for any incident or illness occurring during your processing (carrying, cooking or eating) of live fish or shellfish caught aboard our vessel. **Insurance and Liability;** We have Public Liability Insurance. No liability is accepted by us for your damage to your personal effects and belongings. You are recommended to take additional insurance to protect your personal effects and belongings. We do not accept any liability whatsoever for any loss, damage, cost or expense that you may incur due to your own actions or the actions of other paying passengers aboard. This limitation of liability does not apply to damage of personal belongings, personal injury or death arising as a direct result of our negligence. We are able to use any photographs taken by us and by our camera of you or your catch for our future marketing purposes. **General;** The Terms and Conditions, any order form and payment instructions constitute the entire agreement between you and us. No other terms, statements, representations or promises whether expressed or implied shall form part of this agreement. In the event of any conflict between these Terms and Conditions and any other term or provision, these Terms and Conditions shall prevail. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales. No delay or failure on our part to enforce our rights or remedies under the agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing. It is not intended that the undertakings and obligations of the parties set out in this document shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.