

TERMS AND CONDITIONS



These terms and conditions must be read carefully by all involved before making a booking. Your contract is with Tawan Cruises Ltd. At the time of making booking one person will be nominated by you as the Party Leader and sign the booking form for all passengers in the party. By signing the booking form you agree that you have read and accept these terms and conditions.

Safety

It should be understood that water sports (fishing, diving, and boating) activities hold an element of risk. It should be understood that participation in these activities is your decision and at your own risk. We request and advise that all clients booked to have full personal travel insurance.

Tawan Cruises will not be held responsible for accidents associated with improper use of game fishing equipment whilst on board our vessels. The captain is responsible for assuring that he/she and all on board are fit and well and will do his/her best to complete the plan itinerary and or activity. However in the interests of safety Tawan Cruises reserves the right to change the planned itinerary (without prior warning) and will decide if the vessel is deemed fit to make such a passage. Tawan Cruises has the right to cancel any trip due to weather conditions at the last minute.

Health

The captain reserves the right to refuse the participation of any passenger who is deemed to be of poor health at the time of departure. Clients with special medical needs must make aware to the sales team at the time of booking; failure to do this may result in passengers being denied permission to board the vessel.

Illegal substances

The captain reserves the right to stop the trip at any stage if it is deemed that a passenger is under the influence of drugs or is over intoxicated with alcohol that he/she could endanger the lives of themselves or other passengers. If drugs or other illegal substances are found on board the skipper will cease the trip immediately and return to the marina where the authorities will be waiting.

Liability

Tawan Cruises does not accept responsibility for the acts or omissions of its clients whether negligent or otherwise and shall not be held liable for any claims made against them (or as a result of their actions) either by other clients of Tawan Cruises or third parties.

Tawan Cruises accepts no liability for losses that were actually unforeseeable to those involved at the time of booking, losses that were not caused by any breach on the part of the company and any business losses or similar to the client as a result of an unforeseen circumstance.



Pricing

Tawan Cruises reserves the right to increase/surcharge or decrease prices due to variations in service charges, fuel costs, insurance levies or major fluctuations in exchange rates used to calculate your holiday. This will be done in such a way that the clients will be informed and explained the reasoning for this.

Payment terms

The payment terms are as follows:

50% deposit at the time of booking to confirm date (if booking is made greater than 2 weeks prior to the departure date)

Remaining 50% payment is due 2 weeks prior to departure date. If this final payment is not met Tawan Cruises has the right to cancel the booking and hold the deposit.

The payment terms for short term booking i.e. within 2 weeks of departure date require full balance at the time of booking.

Note: If paying by credit card a 3.75 % bank charge will apply.

Cancellations

You have the right to cancel your booking at anytime. Cancellation charges are as follows:

Less than 14 days prior to departure date – 10% of full charter fee charged

Less than 5 days prior to departure date – 30% of full charter fee charged

Less than 48 hours prior to departure date – 50% of full charter fee charged but 100% of charter fee for peak season

On the day of departure – 100% of charter fee charged.

If the weather is deemed unsafe by the company, then an alternate date will be offered or a full refund provided.

If we (the company) are unable to provide you with the services agreed and have to cancel your holiday you can either

Accept our offer of another vessel of the same or higher standard (subject to availability)

Accept a full refund of money you have paid

No compensation will be paid in the case of the unforeseeable and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions. We advise all clients to take out travel insurance which covers for tour cancellations.

Information protection

Tawan Cruises will collect the information given by the client at the time of booking and there after for marketing purposes, by contacting those mentioned to advice of relevant special offers and discounts of future holidays. Please be aware that by signing the booking form you give consent to the use of your information as described. If you would like to be removed from our mailing list please contact us in writing.