

Andaman Game Fishing (P) LTD

Havelock Island, Andaman & Nicobar Islands, 744211, India

CIN No.: U63000AN2014PTC000236

GST IN: 35AANCA6458Q1ZT

Email: info@andaman-gamefishing.com / andamangamefishing@gmail.comWebpage: www.andaman-gamefishing.com

Tel: +91 9434280543 / +91 9933210052 / +91 7430813322 / +91 9531856535

Whatsapp: +91 9434280543

**TERMS & CONDITIONS**

All bookings are subjected to the below mentioned terms and conditions;

1. Quotation and Prices

- 1.1. Due to the possible swings in currency exchange rates, all prices quoted are in EUR and only valid for 30 days from quotation date or until deposit payment date.
- 1.2. GST (General Sales Tax) is presently (5,00% to 18,00%, depending you book a package or charter only). GST is set by the government, not Andaman Game Fishing. Fishing permit fees are currently not included the price, but we reserve the right to apply a surcharge, in case the authorities decide to charge for this or levy an increase on those taxes or fees, even after confirmation of the booking or any payment been received.

2. Deposits and Payment

- 2.1. Deposits & Reservation of Fishing Dates
Reservation of fishing date is confirmed only when a deposit is received, before the given payment due date. We will issue and deliver a receipt for any payments received.
- 2.2. For 'short notice/last-minute' bookings
If reservation of fishing date is made less than 60 days before service date, full payment shall be made immediately at the time of confirming your booking.
- 2.3. Balance Payment
 - Any outstanding amount must be fully paid at least 60 days before arrival date.
 - If balance payment is not settled by the given deadline, Andaman Game Fishing will automatically release the booking and offer the reserved fishing date to other clients *(if any bookings materializes for the same period). In such cases, any deposits paid are non-refundable.
- 2.4. Payment Mode & Bank Charges
Client will bear ALL bank charges (from both remitter and receiver's end)!

Name of Account Holder: **ANDAMAN GAME FISHING (P) LTD.**

Address of Beneficiary: Anarkali Colony, Shyam Nagar, Havelock, 744211, Andaman & Nicobar Islands, India

Tel of Beneficiary: +91 9434280543

Bank Beneficiary: State Bank of India

Bank Branch: Havelock Island Branch / Port Blair, South Andamans – 744211, India

Bank Address: Govind Nagar, Havelock Island, South Andamans – 744211, India

Current Account No.: 34635612228

IFSC Code: SBIN0012358

SWIFT: SBININBB 342

MICR: 744002501

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**3. Indemnity Form (Compulsory)**

- 3.1. Every client who will be onboard the vessel must agree and sign on the conditions set forward in the provided indemnity form, prior to boarding the vessel.
- 3.2. The team leader *(if any at all) shall be responsible for distributing the completed indemnity forms to all clients onboard the vessel at least 1 day prior to service date.
- 3.3. If indemnity form(s) are not completed before the service date, clients will not be allowed to board the vessel.
Clients shall also carry a copy of their passport and RAP (restricted area permit) on board on days of fishing.

4. Arrangement for Other Vessel(s) from 3th party service providers

- 4.1. Any coordination with other service provider(s) or other vessel owner(s) requires time, effort and resources.
- 4.2. If clients wants to arrange for another vessel during the period agreed in the quoted package on his/her own, a levy of EUR140 per day will be imposed over the entire duration of the booking with Andaman Game Fishing, regardless of the duration of the link-up.
- 4.3. The levy has to be paid at least 60 days prior to the start of the quoted package.

5. Authority

- 5.1. The decision of Andaman Game Fishing will be final on all matters.
- 5.2. Andaman Game Fishing shall not be responsible for or liable for any client who commits an illegal or unlawful act in India. The client may in such circumstances be excluded from the quoted package without a refund
- 5.3. If any client causes inconvenience or annoyance to other passengers or Andaman Game Fishing considers a client unsuitable for being on board the vessel, Andaman Game Fishing may in its sole discretion decline to carry the client further without any refund whatsoever.

6. Changes and Alterations

- 6.1. Changes made by Andaman Game Fishing
Andaman Game Fishing reserves the right unilaterally to change routes, accommodation or other details of the package in certain circumstances.
In the rare event that changes have to be made, this will be communicated to the client as soon as possible via any form of communication depending on time and necessity.
Andaman Game Fishing shall not be held liable for any compensation to the client if there is a necessity to cancel or in any way change the quoted package due inter alia, but not exclusively, to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external circumstances beyond the control of Andaman Game Fishing.
- 6.2. Changes Requested by Client
In the event of the client changing, at their own discretion, any facilities, accommodation, activities, operator or travel arrangements such as flights and transfers or any portion of an itinerary agreed upon by the client, Andaman Game Fishing shall not be held liable for any compensation or costs to the client whatsoever.
Unforeseen cancellations due to force majeure, war, unrest or any other related circumstances are still subject to the cancellation and bookings terms and do not constitute a valid reason for waiver of the cancellation policy terms.
If amendments to client's arrangements is not possible due to circumstances beyond control of Andaman Game Fishing and the client wishes to cancel the booking, cancellation charges shall apply, as stipulated in our cancellation, under clause 12.3.

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**7. Liability Release**

- 7.1. Andaman Game Fishing acts as a booking agent only for third party suppliers, such as, but not limited to airlines, tour operators, all accommodations, car rental companies, vehicle, yacht, boat or aircraft and helicopter companies and charters, sport fishing charters and all other travel experiences.
- 7.2. Where Andaman Game Fishing only acts as a booking agent and does not provide the final service, Andaman Game Fishing shall not be responsible for the actual final service provided by any 3th party supplier.
- 7.3. Should there be a discrepancy between the service sold by the supplier and the service received by the client, Andaman Game Fishing will endeavor to investigate and negotiate on the client's behalf for compensation. However should Andaman Game Fishing's attempts to secure such compensation fail and the client chooses to take legal action, the client will do so against the provider of the final service and not Andaman Game Fishing.

8. Assumption of Risk

- 8.1. The client will assume risk inherent in sport fishing and hazards of boat travel, fishing, diving, snorkeling etc, associated marine activities which are not limited to air expansion injuries, drowning, decompression sickness, slipping or falling while onboard a boat, being cut or struck by a boat while in the water, and any other injuries occurring while getting on or off a boat and other perils of the sea.

9. Marketing Materials

- 9.1. The information in any brochure, leaflets and advertising is given in good faith by Andaman Game Fishing, and is based on the latest information available.
- 9.2. Andaman Game Fishing reserves the right to change the facilities or transport described in any publication without being liable for any compensation or refund.
- 9.3. Andaman Game Fishing may take photographs and videos of clients on any of the trips undertaken and reserves the right to use such material for any online or offline advertising or brochure production and general publicity purposes without the prior consent and without payment to the client.

10. Privacy of Client's Personal Information

- 10.1. In order to make transportation and accommodation arrangements for client, Andaman Game Fishing needs to release client's personal information to third party suppliers. This information may also be provided to security or credit checking companies, public authorities, such as customs and immigration if required by them or by law.
- 10.2. Information provided by client to Andaman Game Fishing will be kept confidential and used solely for communication with client and purposes stated in Clause 10.1.
- 10.3. Andaman Game Fishing will not be liable or responsible if any information enters the public domain.

11. Client's Responsibilities

- 11.1 It is the client's sole responsibility to ensure that valid passport, visa, restricted area permit and other required documents are in order and personal travel and medical insurance covering sport fishing is purchased for the duration for the package

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11.2. **Passport, Visa and Other Required Documents**
Any resulting consequences of a client's failure for not having his/her required paperwork in order shall be to the account and the sole responsibility of the client. We advise you to seek contact with the Indian Embassy in your home country, prior to applying for visa.

11.3. **Health**
The client acknowledges an awareness of the proposed itinerary and shall confirm that he or she is medically fit, in good physical and mental health and is able to embark on the quoted fishing trip.

11.4. **Insurance (Compulsory)**
All insurance is solely the responsibility of the client.
Travel and medical insurance is mandatory for all clients. The insurance must cover the client for sports fishing.
Before a client commences with travel, he or she should arrange his/her own insurance with a reputable insurer, with protection for the full duration of the quoted package, to cover personal injury, medical expenses, repatriation expenses, loss of luggage, flight delay and expenses associated with the cancellation or curtailment of any part of the quoted package.
If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are the client's responsibility and Andaman Game Fishing shall not be liable for any refund of the quoted package whatsoever.
The carriage and storage of all baggage and personal effects are at all times the client's risk and Andaman Game Fishing cannot accept any liability for any loss, theft or damage of baggage or personal effects.

12. Cancellation and Refund Policy**12.1. Refund for Loss of Fishing Days**

In case of bad weather or sea conditions, unstable political conditions and/or other factors beyond the control of Andaman Game Fishing, affects fishing as stated in the quoted package or confirmed booking, Andaman Game Fishing will not refund client in full as preparations for the trip has been made and costs have been incurred.

It is recommended that client purchase travel insurance that will cover such losses and Andaman Game Fishing will supply a quote for the value of the lost fishing days on request.

Instead Andaman Game Fishing will offer client credits as described in the table below.

Credits given can only be redeemed for the next booking(s) and will expire after 2 years from the date of occurrence.

Reasons for loss of fishing days	Refunds given in credits
Bad weather, sea conditions and/or any other factors beyond the control of Andaman Game Fishing, such as; political conditions, riots, strikes or restrictions on recreational fishing imposed by the local authorities etc. or restrictions imposed	Up to 50% credit for the lost fishing day, provided that the client and Andaman Game Fishing collectively agree that no fishing will commence on that day.

12.2. Cancellations by Andaman Game Fishing

- Andaman Game Fishing reserves the right to cancel the quoted package.
- Cancellations of bookings by Andaman Game Fishing will be communicated in writing.
- No refunds will be provided for reasons stated in Clause 2.3, 5.2, 5.3 and 11.4.

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**12.3. Cancellation by Client**

Cancellations of bookings by client will only be accepted in writing. If a booking is cancelled, Andaman Game Fishing retains the right to keep any payments in compensation for potential lost bookings and income and resell the package at a discounted rate.

The following charges shall apply, in case the clients cancel the booking;

- For cancellations received 60 days or more prior to service date, 90% refund on total package price, less banking fees.
- For cancellations received, between 60 and 45 days prior to service date, 45% refund on total package price, less banking fees.
- For cancellations received, less than 45 days prior to service date, no refund shall apply
- No refund for cancellations on bookings with service dates between 15 Dec until 15 Jan.
- No refund for unused nights or early check-out or early check-out at resorts.
- No refunds would be offered on the government ferry tickets, Makruzz or Green Ocean tickets.

13. Tipping Guidelines

Tipping is at the sole discretion of our client's satisfaction of the services rendered to you by our crew. Tipping is quiet entrenched in Indian culture and if you wish to tip, we kindly suggest to handle a guideline of approx. 10 EUR pp./day, which can be paid collectively to the captain. The captain will take care of the fair distribution of tips to deckhands and other members of Andaman Game Fishing's team.

14. Required Documents

Andaman Game Fishing shall apply for all angler's fishing permits with local authorities. In order to do so, we require the following documents of each angler, to be send to us by email attachment not later than 45 days prior to arrival date.

1. Passport photocopy
2. Visa photocopy
3. Passport size photo (in color)
4. Father's name details (first and surname)
5. Address + mobile number

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