



FISH WHISPERER LTD Black-River, Mauritius  
Tel: +(230) 5 732 55 23 | Tel: +(230) 5 724 34 89  
info@fishingmauritius.net | BRN: C14120850

## **TERMS & CONDITIONS**

These are the terms and conditions of Fish Whisperer Ltd. Please read them and if you have any queries do not hesitate to contact us. Acceptance of your booking, whether made by phone, email, or in person, signifies your agreement to these terms and conditions.

### **GENERAL RULES:**

Please arrive at the L.M.A.C 5 to 10 minutes before your excursion's scheduled departure time. It is important that you call us between 6 and 7 pm the evening before your excursion to confirm both the excursion's status and the departure time.

### **BOOKINGS AND PAYMENTS:**

All excursions are refundable if Fish Whisperer Ltd cancels or reschedules the excursion. If the client reserves one of the excursions offered by Fish Whisperer Ltd one month or more prior to the excursion date, the client will be required to pay a deposit amount representing 40% of the total excursion cost. The balance of the total payment will be made on the excursion day in CASH (Mauritian Rupees, MUR).

### **FISH CAUGHT ON EXCURSIONS:**

All fish caught during an excursion will remain the property of Fish Whisperer Ltd. Fish Whisperer Ltd offers the client the opportunity to bring home one or two young fish (5 kg each) and can have same filleted for you.

### **OUR BANKING DETAILS:**

Fish Whisperer Ltd,  
8, Morcellement La Falaise,  
Tamarin,  
Mauritius.  
BRN: C14120850  
Bank account number: 000442658157

### **BANK DETAILS:**

Iban Number: MU73MCBL0944000442658157000MUR  
The Mauritius Commercial Bank Ltd,  
Sir Williams Newton Street,  
Port-Louis,  
Republic of Mauritius.  
Swift Code: MCBLMUMU

### **CANCELLATIONS AND REFUNDS:**

Fish Whisperer Ltd will not be held liable for any indirect costs incurred by booking any excursion with us.

If Fish Whisperer Ltd has cancelled your excursion, you will be fully reimbursed for your deposit or you may transfer your deposit to an alternative date.

In the event of the excursion being cancelled at any time by Fish Whisperer Ltd, Fish Whisperer Ltd will not be held liable for any travel costs, meals, accommodation or any other costs the client may have incurred.

If the client cancels the excursion 7 days before excursion date, 100% of deposit amount will be refunded.



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If the client cancels the excursion 4 days before excursion date, 50% of deposit amount will be refunded.

If the client cancels the excursion less than 4 days before excursion date, the client will not be refunded his 40% deposit.

If a client becomes unwell and requests to be returned to shore, the excursion will be considered as completed (There is NO possibility of dropping the "unwell" client on shore and going back out to sea) and the client MUST pay the total excursion amount. The decision to return to shore under these circumstances is at the discretion of the client. However, Fish Whisperer Ltd reserves the right to cancel an excursion for the safety and best interest of its clients. Should Fish Whisperer Ltd decide to cancel the excursion, it will still be considered as completed, and no refunds will be issued.

#### **WEATHER:**

All charters are subject to suitable weather conditions (the decision is made at the discretion of the skipper) and Fish Whisperer Ltd reserves the right to cancel any excursion due to bad weather (even at short notice). We require the client to call us between 6 and 7 pm the night before the excursion, in order to confirm the weather conditions. The client will be fully reimbursed for his deposit or he can transfer his deposit to an alternative date if his excursion has been cancelled due to weather (until 9:30 pm the date before a booking). However, in the case where the weather may change unexpectedly on the excursion date and/or in the middle of the excursion (the excursion needs to be shortened), it is at the discretion of Fish Whisperer Ltd to decide whether a part or a full refund of the deposit will be given.

#### **CUSTOMER BEHAVIOUR:**

It is expected that all clients behave in a safe and respectful manner towards all members of the staff, other clients and Fish Whisperer's property. The Skipper reserves the right to cancel a trip if unruly or unsafe behaviour is displayed. In this case, the excursion will be considered as completed and the client MUST pay the total excursion amount.

#### **ALCOHOL:**

Alcohol is not provided for our fishing excursions, but it is allowed onboard the vessel. However responsible consumption of alcohol is to be adhered to. The Skipper reserves the right to:

- refuse alcohol onboard if he deems it to be unsafe,
- refuse a client onboard the vessel if he has all reasonable grounds to believe this client is under the influence of alcohol and he can cancel the excursion without a refund.

#### **PHOTOS AND VIDEOS:**

Photos and videos taken from Fish Whisperer Ltd skipper during the excursion will be used for marketing purposes (posts on social networks such as Facebook, Instagram, Twitter, Website...). By accepting the terms and conditions of Fish Whisperer Ltd, the client accepts that term/condition as well. If you do not wish to appear in any of our marketing tools, kindly inform us of same.

#### **DANGERS AND RISKS:**

Here at Fish Whisperer Ltd charter, we want to provide a safe and happy boat excursion for our clients. However due to the nature of a Fishing/Boat charter, please be mindful that there always risks involved, even remote.

The client acknowledges that operating and using the vessel involves inherent risks, including the potential for physical or emotional injury, paralysis, sickness, death, or damage to their own or third party



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property. The client also confirms that they do not have any medical or physical conditions that could compromise their safety during any activity. Furthermore, the client agrees to assume responsibility for all risks, whether directly or indirectly related to any such conditions. Additionally, the client agrees to comply with the skipper's instructions to ensure their safety and the safety of others on board.

By booking with Fish Whisperer Ltd, the client hereby expressly agrees to assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Fish Whisperer Ltd or its operators. By booking any activity with us, the client elects to participate in spite of the risks.

#### **LIABILITY RELEASE AND AGREEMENT TERMS FOR FISH WHISPERER LTD:**

By booking with Fish Whisperer Ltd, the client (hereinafter referred to as "Participant") agrees to the following terms:

- 1. Release of Liability:** The Participant hereby releases, discharges, and agrees to hold Fish Whisperer Ltd and its employees harmless from any liability, claims, or demands related to personal injury, sickness, death, or property damage that may arise from the use of the vessel and participation in any activities conducted by Fish Whisperer Ltd.
- 2. Acknowledgment of Risks:** The Participant acknowledges the inherent risks associated with boating and related activities and voluntarily assumes all risks of participation.
- 3. Coverage of Expenses:** The Participant is responsible for any expenses incurred as a result of injury, sickness, death, or property damage during the use of Fish Whisperer Ltd's services.
- 4. Agreement Compliance:** The Participant agrees to comply with all instructions and safety procedures provided by Fish Whisperer Ltd and its employees.
- 5. Informed Consent:** By signing this agreement, the Participant acknowledges having had sufficient opportunity to read and understand the terms of this agreement and consents to be bound by them.