



## TERMS + CONDITIONS

All participants and/or passengers (the “Client” and “Party”) on a tour (the “Charter”) with GoFish Belize (the “Company”) facilitated by its owners, staff and tour guides (the “Personnel”) must read, complete and return the terms + conditions waiver by email at least 24 hours prior to Charter departure.

The terms + conditions waiver will apply to all Charters booked for the duration of the Client and/or Party stay in Belize and/or up to one year from the date of signing as long as the Client and Party names listed remain the same.

**THEREFORE, PLEASE READ CAREFULLY.**

## CONTRACT

To book a Charter with the Company a 20% deposit of the total cost is required. Full payment is due 30 days prior to the Charter date.

A Charter booking is accepted and becomes legally binding only from the date when the Company has confirmed its acceptance in writing and issues a booking confirmation invoice (the “contract”). It is at this point that a Contract between the Company and the Client comes into existence. The Contract is between the Company and the Client. The Client signing the booking form (which incorporates these conditions) warrants that they have full authority to do so on behalf of the Party whose names appear on the booking, and confirms that all such persons are fully aware of and accept these conditions. However, for the avoidance of doubt, that Client signature confirms they are responsible for all payments due in respect of all persons within the Party. Failing that the Company reserves the right to subject any payments due on the Party. Personnel of the Company other than the manager has the authority to vary or omit any of these conditions or promise any discount or refund.

### CHANGES BY THE CLIENT:

Any changes to the original Charter booking less than 30 days from the Charter date must be requested in writing by email by the Client. There will be a \$50 USD administration fee in addition to any costs that the Company may incur. The administration fee does not apply to changes made more than 30 days from the Charter date. Every reasonable effort will be made to accommodate changes and additional requests based on availability.

### CANCELLATION BY THE CLIENT:

The Client may cancel the booking at any time provided that the cancellation is communicated to the Company in writing by email. Cancellation charges will be applied as shown below calculated from the day the Company receives written notice.

30 days or more - 100% refund, less \$50 USD administration fee

29 - 14 days - 50% refund

13 days or less - 0% refund

#### CHANGES BY GOFISH BELIZE:

The Company's aim is to operate the Charter as advertised, however, by entering into this Contract the Client accepts that it may prove necessary or advisable to vary or modify a Charter itinerary or its contents due to prevailing local conditions or any other reason. The Company reserves the right at any time to cancel or change any of the Charter services or prices agreed, due but not limited to, government action, currency exchange rates, cost of fuel, dues and taxes and to substitute alternative arrangements of comparable value and experience.

Where a major change is made prior to Charter departure the Client will have the choice of either: (i) accepting another Charter of equivalent or higher value; or (ii) a combination of Charters equal to the value of the original booking; or (iii) a Charter of lower value with a refund of the difference in price of the original booking; or (iii) canceling the Charter and receiving a full refund.

#### CANCELLATION BY GOFISH BELIZE:

The Company reserves the right to cancel a Charter for any reason, however, a Charter will not be cancelled less than 30 days prior, except for weather or conditions out of Company control or the Client's failure to pay the final balance. If the Client fails to pay the final balance the Company will, upon written notice of cancellation, return all monies paid excluding the \$50 USD administration fee or offer an alternative Charter of comparable value based on the monies already paid.

#### SURCHARGE:

The Company reserves the right to increase the Charter cost, due but not limited to, government action, currency exchange rates, cost of fuel, dues and taxes up to a 10% variance. If the surcharge results in an increase of more than 10% of the Charter cost, the Company will notify the Client in order to provide an opportunity for the Client to agree or disagree with the surcharge. If the Client disagrees the Charter can be cancelled in writing by email within seven days of being notified of the surcharge to obtain a full refund. No surcharge will be imposed within 30 days of Charter departure.

#### BEHAVIOUR:

It is the Client's responsibility to ensure that they and their Party do not behave in a way which causes offence or a danger, including the spread of COVID-19, to others or which risks damage to property belonging to the Company, its Personnel or others. In such circumstances the Company has the right to terminate the Charter, in which case the Company's responsibility to the Client ceases immediately. Therefore, the Company will not be liable for any refunds or reimbursement of expenses incurred as a result. Further, the Client will be liable to reimburse the Company and/or its Personnel for any expenses incurred as a result of such behaviour.

#### PARTICIPATION:

Clients and their Party are expected to be in reasonable physical and mental health to be able to participate in the Charter and itinerary as advertised and agreed. No unaccompanied minors (under 18 years of age). Minors must be accompanied by a parent/guardian who accepts full responsibility for the minor's actions. Clients and their Party agree to accept the authority and decisions of the Company and its Personnel during the Charter. If in the opinion of the Company or its Personnel, the health or conduct of a Client or their Party before, during or after the Charter appears likely to endanger the safe, comfortable or happy progress of the Charter, the Client and/or their Party may be excluded from all or part of the Charter, in which case all monies paid will be forfeited and the Company will not be liable for any refunds or reimbursement of expenses.

#### SPECIAL REQUESTS:

If the Client or Party has any special requests, they should inform the Company at the time of booking and/or up to 48 hours in advance of the Charter departure. The Company and its Personnel will try to meet such requests but, as these do not form part of the Contract, the Company does not

guarantee fulfilment. If the Company does not confirm that a special request has been noted or passed to the Personnel or refers to it on the confirmation invoice or elsewhere, this is not a guarantee. The Client will not be specifically notified if a special request cannot be met. It is at the discretion of the Company to accept Charter bookings which are conditional on the fulfillment of a special request.

#### **ILLNESS OR DISABILITY:**

Participants suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking a Charter and make arrangements for the provision of any medication or other treatment required during the Charter. Failure to make such disclosure will constitute a breach of this Contract and may result in such persons being excluded from the Charter in which case all monies paid will be forfeited and the Company will not be liable for any refunds or reimbursement of expenses.

#### **COMPLAINTS:**

If the Client has a complaint about any of the Charter arrangements, the Company or its Personnel, the Client must bring it to the attention of the Personnel of the Company at the time so that they may use their reasonable endeavours to rectify the situation. Failure to complain at the time will affect the Client's ability to claim compensation from the Company. Should the problem remain unsolved a complaint must be made in writing by email to the Company within a reasonable period of not more than seven days after the completion of the Charter. Should the matter fail to be resolved it can be referred to the Belize Tourism Board (BTB) for arbitration.

#### **DISCALIMER:**

Clients with GoFish Belize may be subject to temperature and symptom checks, self-isolation, quarantine, adhering to the Belize Travel Health app, cancellation fees, fines and/or penalties for not obeying the Ministry of Health and/or Government of Belize laws at an additional cost to the guest. The Company and its Personnel will not be held liable.

#### **LAWS:**

All participants in Charters operated by the Company are expected to obey the laws and regulations of Belize and any failure to do so will relieve the Company and its Personnel of all obligations that it may otherwise have under this Contract.

#### **RELEASE OF LIABILITY**

I am either the Client or, member of the Party or, if a member of the Party is a minor/child, that I am the parent or legal guardian. In consideration and entering into a Contract with the Company and agreeing to participate in the Charter the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me for any and all Charters contracted with the Company.

I waive any and all claims that I have or may in the future against, and release from all liability and agree not to sue the Company, and their Personnel for any personal injury, illness, permanent disability and/or death, property damage or any other loss that I sustain during or as a result of the Charter due to any cause whatsoever on the part of any one or more of the Company, Personnel or others including:

- negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in any activities forming part of the Charter);
- breach of any contract;
- mistakes or errors in judgment of any kind.

The Company has put in place preventative measures in accordance with the Tourism Gold Standard Recognition Program governed by the BTB to reduce the risk and spread of COVID-19; however, the Company cannot guarantee that you will not become infected with COVID-19.

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk and understand I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 during the Charter may result from the actions, omissions or negligence of myself and others, including but not limited to the Company and Personnel.

I waive any and all claims that I have or may in the future against, and release from all liability and agree not to sue the Company or their Personnel including liabilities, damages, costs or expenses of any kind arising out of or relating to COVID-19 before, during or after the Charter. I further understand that all claims for refunds and/or reimbursement of expenses are at the discretion of the Company and the Company will not be liable for claims that do not adhere to the cancellation policy.

I am aware, assume and accept all the risks and dangers associated with the Charter and the possibility of personal injury, death, property damage or any other loss that may occur or arise during or as a result of the Charter. I willingly accept these risks and agree to the terms of this agreement even if the Company or Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of the Charter or any of the activities forming part thereof or due to the actions of someone unconnected with the Charter or due to circumstances which neither the Company nor Personnel have reasonably anticipated or avoided. All boats used by the Company are fully insured by each boat captain and have accident insurance for passengers. As such, the Client: (i) accepts that for charters in Belize, any claims relating to accidents while associated with Company boats need to be addressed directly with the boat captain, and (ii) indemnifies the Company against any and all claims related to such accidents incurred on their boat.

I agree and acknowledge that the Company is not responsible for the acts or omissions of any of the Personnel who participate in the Charter and acknowledge that the Personnel may be subject to limited liability.

I agree that I am voluntarily choose to participate in the Charter and expressly assume all risks and dangers of the Charter, whether or not described above, known or unknown, inherent or otherwise.

I agree that I have had sufficient time to read and understand what I am agreeing to in this agreement before accepting the terms and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree I am not relying on any other oral, written or visual statements of any kind by the Company or Personnel.

I agree that the Company may collect, disclose and use my personal information for the purpose of facilitating my participation in the Charter and to facilitate the Tourism Gold Standard Recognition Program requirements to help prevent the risk and spread of COVID-19. I further agree the Company may use my image, likeness and testimonials for the promotion of the Company.

I agree that this agreement and the promises it contains will be governed in all respects by and interpreted in accordance with the laws of Belize and I hereby irrevocably attorn to the jurisdiction of the courts of Belize.