

AWESOME FISHING LIMITED (updated 01/06/23)

Client info, terms, conditions & FAQ.

GENERAL INFO

Awesome Fishing Limited (8370541), owns and operates 'GREY GHOST' an Aluminium open sports vessel, MCA approved through YDSA, and is licensed to carry 2 passengers (2 adults or 1 Adult & 1 child U18), plus 1 crew (skipper / guide) with a combined passenger weight of 165kgs, to include angler(s) and associated luggage, and personal effects. This is part of our vessels stability.

Awesome fishing Ltd (GREY GHOST) is based from Dale (SA623RB), and all trips leave and depart from this location, unless alternative arrangements have been made by prior arrangement. Any session has a bespoke departure time, and all sessions require electronic advance bookings, which can be made via Email, Whatsapp business or text. This is so we have a complete transcript of any booking conversation, so any discrepancies can be swiftly dealt with. Due to the area's topography, we suggest a wifi messaging platform due to often patchy mobile phone signal. (Hence Whatsapp)

GREY GHOST is equipped with the required safety equipment which includes life jackets. *GG* has 6 auto inflate life jackets aboard and remains the only charter vessel to insist on the mandatory wearing of life jackets for all passengers, whilst aboard the vessel, no exceptions. Passengers can bring their own LJs, but they must be recently serviced, evidence will be required, and worn at your own risk.

Life jackets will be fitted prior to you boarding the vessel, followed by a brief water / vessel safety talk, to include location of life saving appliances, do's & don'ts while you are aboard the vessel, and any questions you may have. Any passenger or parent / guardian of any child who may have a medical condition, should mention it, when asked before boarding the vessel. Please also provide your next of kin's contact information upon request.

PLEASE ALLOW SUFFICIENT TIME TO TRAVEL TO DALE, AND ALLOW EXTRA 'DELAY' TIME TO THAT JOURNEY. ALLOW TIME TO WORK OUT HOW TO USE THE PARKING TICKET METER & LOCATE A SUITABLE SPACE. VILLAGE CAR PARK IS VERY OFTEN EXTREMELY BUSY. AS OUR DEPARTURE TIMES ARE OFTEN TIDE SPECIFIC – WE ASK YOU TO BE ON PONTOON (SA62 3RB) 20 MINS BEFORE YOUR TRIP IS DUE TO DEPART FOR SAFETY REASONS & PONTOON ACCESS REASONS.

The Minimum age is 8 years old, this is the smallest life jacket we have aboard. IF a child who comes aboard who can't reasonably fit into one of our supplied life jackets, then we suggest you hire a suitable buoyancy aid from the local surf shop, Celtic Watersports, located at the Boat House, at the top of the Slipway. The vessel lacks the space to store life jackets for all eventualities due to it's size.

Any personal items brought aboard are done so entirely at your own risk, these include but are not limited to any electronic devices, personal effects, fishing equipment, clothing either worn or carried aboard. Awesome Fishing Ltd suggests that anyone concerned take out additional insurance cover, to include possibility of a domestic UK travel insurance policy.

Please note: Awesome Fishing Ltd reserves the right to alter any session booked due to adverse weather or sea conditions without prior notice, to include the potential for full cancellation if conditions are deemed to be unfavourable for the session booked. Your safety is a paramount concern and as such the skipper's decision is final in all cases.

Awesome Fishing Ltd will not be held liable for any losses due to cancellation for travel &/or accommodation, if a trip booked cannot proceed for any reason. The skipper (JIMMY LEMON) will advise if your trip is cancelled as soon as possible, generally by call or Whatsapp message.

SAFETY (INC MEDICAL)

Any passenger with any pre-existing medical condition, should make this known to *Awesome Fishing Ltd* prior to the booking being taken; generally it is a question that is asked at this time. You will be further asked before you board the vessel, for any rapid onset or historical medical conditions, for example but not restricted to:

Asthma, Hay fever, Sea / motion sickness, Epilepsy, diabetes, heart conditions, hearing issues, breathing issues, personality disorders (Autism spectrum), ADD, ADHD, mobility issues (MS, ME, recent joint surgery, or injuries of eg Bursitis, Tendonitis), Covid vaccination status, COPD, Diabetes. IF you have had any medical treatment for which you now take medication, please identify this.

Please also identify any medicines you may be bringing aboard eg Asthma pump, pills etc & location of them, and means to administer.

Awesome fishing Ltd is responsible for you and your family friends & as such has a duty of care for you while you are aboard the vessel. In the event of an emergency either with a passenger or the vessel, this information could be the difference between life and death, and provide valuable info for the emergency services should they be required.

Every client is now required to fill out a booking form which can be downloaded from website, and will ask for your next of kin's contact details, your GPs contact information, and any medical info which may assist should there be an emergency on the water. This info is held by *Awesome Fishing* until you are safely back ashore, at which point it will be destroyed. Information will only be released to the emergency services should the need arise. Please be accurate as the info you provide might be required to save your life.

1 FORM PER ADULT, EVEN IF RELATED OR IN SAME GROUP. PARENT WITH CHILD, YOUR CHILD'S INFO IS SUBMITTED ON THE SAME FORM AS THE PARENT OR GUARDIAN.

NO TRIPS WILL DEPART UNTIL THE BOOKING FORM HAS BEEN SUBMITTED TO THE SKIPPER OF THE VESSEL (GREY GHOST).

ONCE YOUR SESSION HAS BEEN COMPLETED – THE INFO WE HAVE TEMPORARILY OBTAINED FROM YOU WILL BE SYMATHETICALLY DESTROYED & NOT STORED FURTHER FOR ANY REASON.

PLEASE FOLLOW OUR ADVICE REGARDING YOUR SESSION ON THE WATER

Please be aware that being on the water comes with an element of risk, which we receive constant training for to prevent accidents and issues from arising. However, Awesome Fishing Ltd would like to suggest the following to all passengers, regardless of age.

- 1) Please wear suitable clothing for time on the water, (wind proof jacket, water-proof trousers (optional), head gear (hat), eye wear (sun or polarised glasses).
- 2) NO open toe footwear (**NO FLIP FLOPS, OR OPEN TOE FOOTWEAR AT ALL!!**)
- 3) Prescription medication as required by a passenger. Wearing of Masks remains voluntary, unless changed through Government legislation, and use of hand sanitiser is welcomed, and is available aboard.
- 4) Please note: 'Grey Ghost' doesn't have a toilet, there simply isn't enough room aboard to have one, and legally the vessel doesn't require one. In extreme cases skipper will return you to shore for this purpose, & continue your session thereafter, so please make sure you go, before you leave!
- 5) Bring light snacks, including water to drink, sharing snacks (to include skipper) extremely welcome. For full day sessions (6-8 hrs) the skipper can get peckish! (QUICHES & PRINGELS WELCOME) As you will discover this area lacks any kind of spar/londis etc & your trip might be some time since breakfast! Trust me – you don't want a grumpy skipper!
- 6) Although a healthy snack for many people, please note that any passenger found to have brought 'Bananas' aboard will be asked politely to immediately consume or throw over the side (the Bananas). Awesome Fishing will not be held liable for the cost or loss of said yellow fruit, this also applies to LEEKS... you don't want a LEAK in any form on a boat!
- 7) Fishing involves sharp hooks, and unfamiliar surroundings. Please listen to your skipper, take his advice he is there to help you for the duration of your trip. Skipper will happily assist with angling instruction, unhooking fish, and at the end preparing for the table if required. Awesome fishing actively promotes catch, picture & release angling. We welcome anglers who share this ethos.
- 8) You may keep fish to eat provided they meet min sizes, or bag limits. These will be identified aboard, and please only take what you need, don't take a fish and then throw it in a bin! No more than 2 Bass per person can be taken ashore, at 42cms or bigger, for other species only take what you need. Please also note, that you are committing an offence if you sell any fish caught aboard GREY GHOST – the vessel doesn't have a commercial fishing license.
- 9) Please be at your departure location (generally Dale Pontoon SA62 3RB) 20 mins before your departure time. If you booked a session at 10am and are late, you will not get refunded or price altered. Your session starts from the departure time, if you are late the time of your trip maybe be altered if it effects trips booked after you. Please refer to booking info T&Cs.

Further mandatory conditions.

- A) **NO ALCOHOL TO BE BROUGHT ABOARD THE VESSEL**, any passenger appearing to be intoxicated will be prevented from boarding vessel, and Awesome Fishing ltd reserves the right to cancel the session and further retain session fees & deposit in full.
- B) **NO ILLEGAL SUBSTANCES TO BE BROUGHT ABOARD FULL STOP. Anyone who appears to be under the influence of or in possession of a banned or controlled substance, will be returned to shore with immediate effect. Any monies paid will not be refunded, and Awesome Fishing reserves the right to inform the police or relevant MHPA operatives.**

BOOKING T&Cs:

- 1) **GREY GHOST** is licensed to carry up to 2 passengers, this is either 2 Adults, or 1 adult plus 1 child. There is no grey area regarding occupancy over weight, (max 165 kgs). As such your fishing experience is booked as a vessel hire, & is just for you. We will guarantee there are no not known to you sharers.
- 2) **CONTACT:** The main platform for any booking or contact is *WHATSAPP BUSINESS*, (07428162600) this is primarily as we keep a complete record of all conversations & this can be quickly accessed on the water, any disputes can quickly be rectified.
- 3) **BOOKING FORMS:** Awesome Fishing Ltd is required to hold certain information, regarding you for the duration of a trip. This is primarily to assist with a medical emergency should it arise. The information is collected through a booking form which must be completed BEFORE departure. If your booking in advance we can send in advance & you return it by email, for short notice bookings it can be completed on the day of your trip BEFORE departure. There is a mandatory medical form to fill in, to include your next of Kin & GP contact information – which will only be shared with relevant emergency services should the need arise. Upon your safe arrival back on shore, this information will be immediately added to our confidential waste destruction process (I light my firepit with it!)
- 4) **VOUCHERS - ALL** – Vouchers are available to buy throughout the season in addition to prior to it. Unless specified vouchers bought prior to the season are valid for the entirety of the following season (with the exception to ANY bank holiday weekend to include Sat, sun, mon). Any vouchers sold will be offered 3 dates to complete the session booked, please also refer to point 6 below. Any vouchers won will subject to a limited period defined by the validity date on the voucher itself – please refer also to point 5 below.
- 5) **VOUCHERS – WON AS PRIZES ONLY** – Any prize voucher eg local raffle, whether that is a discount or set trip – if a session is not booked in by the expiry date on the voucher – the offer is withdrawn after that date. There is no cash alternative or refund offered.
- 6) **VOUCHERS – BOUGHT ONLINE** - It is a requirement of ALL Voucher sales that you the client(s) attempt to be available at our suggestion – they are often the best opportunity you will have to get some fish, and are likely to be tide specific and tailored to the clients requirements. Awesome Fishing will attempt to find a date that suits you, but as the season progresses this cannot be guaranteed. We therefore suggest book in the session asap, so in the event of cancellation either by Awesome Fishing or yourselves an alternative date can be found. (see points 7,8,9 below)

- 7) **VOUCHERS (value of)** – IF you have a voucher for a set value or set trip & wish to have less time on the water, there is no refund to lost time value. For example you have a 4hr voucher but only have time for 3 hrs – then you have used the voucher, no part will be carried over, nor refunded. This applies to all vouchers whether bought or won.
- 8) **VOUCHER (VESSEL CANCEL)** – If Awesome Fishing has to cancel, Adverse weather forecast or on the day conditions eg FOG, Wind, sea conditions, Mechanical or Personal reasons, we immediately try to rebook another date with you. You still have 3 opportunities to use it. It is the responsibility of the person named on the voucher to make every effort to find a date to redeem the voucher for the season it was purchased for. IF in the possible event a date within the current season cannot be found, despite best efforts, – Awesome Fishing reserves the right & option to carry over voucher value for the following season, or alternatively refund the voucher value **only** if Awesome fishing has had to cancel all 3 intended booking dates due to unforeseen circumstances not limited to just bad weather.
- 9) **VOUCHER (CLIENT CANCEL)** – Awesome Fishing understands that sometimes a client has to cancel. If you are aware that a date booked cannot be completed at your end and you wish to cancel & re arrange, please do so as soon as possible. Any Cancellations by you the client, of a voucher redeeming booking, will result in one further option to rebook a suitable date. This particularly applies to cancellations made night before or reasonable short notice (ie within 14 days of the arranged date). If in the possible event you further cancel your remaining date option, Awesome Fishing reserves the right to terminate your voucher entitlement without refund.
- 10) **ADVANCE STANDARD BOOKINGS:** All advance bookings require an advance fuel deposit paid by bank transfer at time of booking. No session is confirmed until a deposit has been received. All deposit payments are via bank transfer, to *Awesome Fishing limited*. Account numbers will be sent to you via Business Whatsapp or Email, and an acknowledgement will be sent to you once it has been received. Fuel deposits become non refundable 28 days prior to the session booked, in the case of multiple sessions booked at the same time, the first intended booking is used as the 28 day non refundable period.
- 11) **STANDARD BOOKINGS (SHORT NOTICE):** Same as point 10 above – however, any fuel deposit paid at booking becomes immediately non refundable (if you cancel for any reason) less than 14 days prior to the booked session date. In the possible likelihood of a multi session booking the first booked date is used as the non refundable date. If further sessions have been booked it is at Awesome Fishing's discretion whether to ask for an additional fuel deposit.
- 12) **DEPOSIT REFUNDS:** Deposits will only be refunded if Awesome Fishing has to cancel your advance booking for any reason (weather, mechanical or personal reasons) & only if an alternative session slot cannot be found. This will be done by bank transfer within 28 working days (or sooner if funds allow).

- 13) **Client Cancel:** ADVANCE BOOKINGS: Should you cancel a session booked with more than 28 days to your booking, Awesome Fishing will first seek to reschedule your trip if this is possible. If not *Awesome Fishing Ltd* will refund the deposit within 28 working days, we will request your bank info & refund back to the person who booked the trip in the first instance. Any session cancelled by you within 28 days of a booking date, the fuel deposit is non refundable.
- 14) **Client Cancel (short notice booking)** If you booked at short notice, (within 14 days) of intended date, you will already be aware from point 11, that your fuel deposit was immediately non-refundable. This particularly applies to very short notice bookings ie a few days beforehand & cancelled night before or on the day of the intended booking. This includes no shows without prior notice.
- 15) **IF YOU ALTER A BOOKING WITHOUT PRIOR NOTICE:** If you book a session for 2 people, and one drops out, the price remains as if two had arrived at the boat. For example: 2 people for 4hrs @ £100pp, one doesn't arrive, the booking immediately becomes a charter for the original fee stated at time of booking. Ie £200. If you decided to cancel at the boat (see point 13 or 14 above) your deposit will not be refunded. If you paid in advance in full or night before and decided to cancel on the day at the boat Awesome Fishing reserves the right not refund for the session booked.
- 16) **INDIVIDUAL BOOKING ALTERATIONS (CLIENT WITH NOTICE):** Awesome Fishing will allow certain alterations to a booking. The date can only be moved if the request to do so for an advance booking is made not less than 28 days before the initially booked session. For short notice bookings, made less than 14 days prior to booking date, we will attempt to alter a session but reserve right not to due to date availability. If you wish to alter occupancy for an advance booking you must do this not later than 7 days prior to the booking date, if after the initial booking price remains the same. If adding a person – this can be done at short notice and the price will be adjusted accordingly, an additional fuel deposit may be required, and each person must weigh no more than 82.5kgs each, or 160kgs combined.
- 17) **BOOKING START TIME:** Any session starts from a set time confirmed by the skipper the night before, eg 0830. Awesome fishing will ask you to be on the pontoon 20 mins prior to your departure time. This avoids possibility of delayed departures. Your session starts from the time booked or when vessel is waiting on pontoon for you, not when you arrive at it (if delayed). Whatever time is lost by you being delayed, may be deducted from your booking.

18) **DAMAGE** to equipment: Accidents happen, but if you borrow our equipment, you are responsible for it while you are aboard. You will be shown exactly how to use it, however sometimes (not often) damage does occur.

- Accidental deployment of any life jacket - £75 re arming fee
- Broken Rod tip - £15
- Broken Rod section - £50
- Damage to any reel – DEPENDS ON REEL. Approx. £20-50
- Lost Rod & reel (over side) - £150
- Lost lures: ALL Soft Plastics @ £5 each, Hard plastics £10 each.
- Mackerel / feather sets – included in trip prices
- Weights – Included in novice sessions but Excessive losses (more than 5) are charged for @ £2.50 each.
- ANY damage intentionally caused directly by you to any of the vessels core equipment, eg fixtures, electronics, engines, controls, helm, hatches, safety equipment will be charged for.

- ANY behaviour aboard by a passenger which may result in physical or injury to another passenger, including skipper or a third party eg other water user / vessel WILL NOT BE TOLERATED. In this instance, vessel will return to shore, any monies paid will not be refunded, and outstanding monies will become due, and depending on the seriousness of the incident assistance maybe requested from Police Marine Unit.

GDPR & Your right privacy:

As part of the booking procedure will take some personal information from each client, some initially and certain information at a later stage. This information can be collected by Awesome Fishing in the form of a telephone call, text or email; occasionally by a face to face conversation. AF now requires each passenger to complete a medical form, to include partner / relative contact on land BEFORE your booked session can depart. A medical form is available for download within T&Cs.

Awesome Fishing respects the privacy of all clients, whether adult or child, and from time to time we would like to post images of fish to our social media and website platforms. Should this instance arise, we will always ask your permission to do so; in the case of children, we never post a full name on social media, usually an 'Initial' or words like 'junior rod, or young angler', and in all cases both adults and children we now require the parent or passenger (YOU) to sign a picture release form.

Pictures maybe used as part of our social media marketing on our various platforms..

Awesome Fishing Ltd will not disclose or discuss financial or sensitive personal information however so received with any third party in a manner described generally as 'here-say', whether that be online, other electronic means or in a verbal conversation.

Thanks

James Lemon

Pro Angler & Managing Director @ Awesome Fishing Limited

