Greatlake Adventures Limited – Terms and Conditions and Disclaimer of Liability

Company: Greatlake Adventures Limited

Location: Lake Taupō, New Zealand

Activities Covered: Charter operations, food and beverage service, BYO service, watersports (including Yamaha Waverunner Poleski and Fliteboard), clay bird shooting, and trout fishing.

1. Acknowledgment of Risk

Participation in charter boating, fishing, clay bird shooting, and watersport activities involves inherent risks, including but not limited to injury, drowning, collision, equipment malfunction, and unforeseen natural or weather conditions. Greatlake Adventures Limited and its staff will take all reasonable precautions for safety but cannot guarantee it.

2. Safety Briefings

A comprehensive safety briefing will be provided prior to the commencement of each charter. Additional specific briefings will also be given before participating in any included or optional activities such as watersports, clay bird shooting, or fishing. All participants must listen carefully, ask questions if unsure, and always follow all crew instructions.

3. Assumption of Responsibility

By participating in the charter, guests must act responsibly, follow safety briefings and crew instructions, and take reasonable care for their own safety and the safety of others. This does not limit Greatlake Adventures Limited's legal responsibilities.

4. Food and Beverage Service

Food and beverage services are provided as agreed at the time of booking. BYO food and alcohol are permitted only by prior arrangement and are subject to any applicable fees, licence conditions and crew instructions.

Guests must advise us of any food allergies or dietary requirements before the charter, allowing sufficient time for catering arrangements. We will discuss whether we can accommodate these requirements. While reasonable precautions will be taken, we cannot guarantee an allergen-free environment.

Guests bringing their own food must ensure it is safely prepared, stored and transported before handing it to the crew. Please agree any onboard refrigeration, preparation or cooking requirements with us in advance.

All alcohol service and consumption, including BYO alcohol, must comply with our alcohol licence and applicable New Zealand law. Guests must provide acceptable proof of age when requested.

The skipper and crew may restrict or stop alcohol service or consumption, or refuse participation in an activity, where reasonably necessary for safety or legal compliance. Guests must follow all instructions concerning alcohol consumption and participation in water sports, clay bird shooting and other activities.

5. Privacy and Personal Information

Greatlake Adventures Limited handles personal information in accordance with the Privacy Act 2020. We use information to manage bookings and provide our services, keep it secure, and share it only where necessary for these purposes or as authorised or required by law.

Providing information is voluntary, but withholding it may affect our ability to provide the requested services. You may request access to or correction of your information by contacting **info@greatlakeadventures.nz**.

5. Watersports and Equipment Use

Operating or riding on the Yamaha Waverunner Poleski and/or Fliteboard requires physical ability, balance, and coordination. Participants must be in good health and wear all required safety gear (lifejackets, helmets, etc.). Equipment may only be used under supervision or instruction of authorised crew. Participants are responsible for any loss or damage caused through negligent or unsafe use.

6. Clay bird Shooting and Fishing

Firearms and fishing equipment are operated under strict supervision. Participants must follow all crew instructions and safety rules. Failure to do so may result in immediate cessation of the activity without refund.

7. Liability and Your Legal Rights

Greatlake Adventures Limited will provide its services with reasonable care and skill and comply with its obligations under New Zealand law.

Participation in boating and recreational activities involves inherent risks. Acknowledging these risks does not waive your legal rights or release Greatlake Adventures Limited from its legal responsibilities.

To the extent permitted by law, Greatlake Adventures Limited is not responsible for loss or damage to personal belongings except to the extent caused or contributed to by our negligence, breach of contract or breach of a legal duty.

Nothing in these terms excludes or limits any liability that cannot lawfully be excluded or limited, any rights or remedies available under the Consumer Guarantees Act 1993, the Fair Trading Act 1986 or other applicable legislation, or our obligations under the Health and Safety at Work Act 2015.

8. Medical Conditions

Guests must disclose any medical conditions, allergies, or limitations that could affect their participation or consumption of provided food and beverages.

9. Photography and Media

Guests consent to the use of photographs or video taken during the charter for promotional or marketing purposes unless advised otherwise in writing before departure.

10. Payment Terms

A deposit of 25% of the total booking value is required to secure your charter. The remaining balance is payable no later than 14 days before departure. For bookings made within 14 days of departure, full payment is required at the time of booking. All payments are subject to our Cancellation and Refund Policy**.**

11. Cancellation and Refund Policy (In Accordance with NZ Law)

Cancellations must be made in writing (email or text accepted). The following terms apply:

- **More than 21 days' notice:** Full refund of deposit or any prepayment.
- **Between 14 and 21 days' notice:** The deposit is non-refundable, subject to the provision below. Any payments above the deposit will be refunded.
- **Less than 14 days' notice**: The full booking payment is non-refundable. Any unpaid balance remains payable.
- **No show / same-day cancellation:** No refund.
- **Weather or Safety Cancellations (by Greatlake Adventures):** If the skipper deems conditions unsafe, the charter will be rescheduled or refunded in full.
- **Government or Regulatory Restrictions:** Refunds or rescheduling will comply with the Consumer Guarantees Act 1993 and Fair-Trading Act 1986.wha

Cancellation charges will reflect our reasonable costs and losses, taking account of costs saved and any replacement booking secured. We will make reasonable efforts to resell the cancelled charter. Payments received will be applied towards the cancellation charge, with any excess refunded and any outstanding amount invoiced. If Greatlake Adventures Limited cancels the charter, including for weather or safety reasons, you may choose to reschedule, subject to availability, or receive a full refund.

12. Consumer Acknowledgement

By making a booking, the booking contact confirms that they have read and accepted these terms and will provide a copy to all members of their party before the charter. Each participant must follow the safety requirements and crew instructions. Any required individual activity acknowledgements and photography consents will be obtained separately.

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