

# TRAVEL TERMS & CONDITIONS

Guest Name/s .....

Please be aware that you will be travelling to remote locations where you will be participating in guided and non-guided activities (i.e. walking and swimming). Mishaps can occur, you are required, before participating in the tour, to provide emergency contact details and acknowledge by signing this form, or by proceeding with your reservation, that you have read, understood and accepted the conditions of travel.

**CONDITIONS OF TRAVEL – TOUR # \_\_\_\_\_ DEPARTURE DATE \_\_\_\_\_**

## Payment

- 1) Tours booked within 60 days of the departure date must be paid in full at the time of booking.
- 2) Payment can be made via:
  - a) Cash
  - b) Direct Deposit
  - c) AUD Travellers Cheque
  - d) Credit Card (Visa; Bankcard; Mastercard) via [www.adventurewild.com.au/payments](http://www.adventurewild.com.au/payments)
- 3) A \$600.00 deposit is payable on booking. The balance of the tour cost is due 60 days prior to departure. If payment is not received by the due date, Adventure Wild Pty Ltd (**Adventure Wild**) will attempt to contact you to obtain payment. If Adventure Wild is unable to contact you or obtain the payment, your reservation may be cancelled at the sole discretion of Adventure Wild.

## Deferment

- 4) In the event that you wish to defer your tour departure, you must immediately inform Adventure Wild in writing. Deferment will take effect upon receipt of written notification and the following deferment fees will apply:
  - a) Greater than 90 days prior to the date of departure of the tour – a full transfer of monies paid to the date of deferment, less any reasonable expenses incurred by Adventure Wild;
  - b) Within 90 days of the date of departure of the tour – the deposit is forfeited, provided that where Adventure Wild is able to replace you on the tour and has received the full amount of the deposit price from the replacement, Adventure Wild will transfer your payment to your deferred departure date, less any reasonable expenses incurred by Adventure Wild;
  - c) Within 60 days of the date of departure - 100% of the tour price is forfeited provided that where Adventure Wild is able to replace you on the tour and has received the full amount of the tour price from the replacement, Adventure Wild will transfer your payment to your deferred departure date, less any reasonable expenses incurred by Adventure Wild.
- 5) To avoid doubt, expenses incurred by Adventure Wild in the event of deferment includes any third party costs or expenses charged to Adventure Wild as a result of the deferment of the tour. This also applies to cancellations (as set out below).

## Cancellations

- 6) In the event that you wish to cancel, you must immediately inform Adventure Wild in writing. Cancellation will take effect upon receipt of written notification and the following cancellation fees will apply:
  - a. Greater than 90 days prior to the date of departure of the tour – a full refund of monies paid to the date of cancellation, less any reasonable expenses incurred by Adventure Wild;
  - b. Within 90 days of the date of departure of the tour – the deposit is forfeited or where the costs incurred by Adventure Wild due to the cancellation are more than the deposit, those costs shall be payable by you;
  - c. Within 60 days of the date of departure - 100% of the tour price is forfeited.
- 7) It is your responsibility to ensure that you arrive in time for the departure of your tour. A failure to arrive on time for departure of your tour may result, at the sole discretion of Adventure Wild, in the tour leaving without you. Associated transfer costs to meet up with the tour will be at your own

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expense. Adventure Wild will not be liable for any out of pocket expenses incurred by you or refund any portion of the tour that you may have missed. Failure to join the tour will result in forfeiture of all monies you have paid for the tour.

- 8) If your tour is unable to depart as scheduled for any reason, Adventure Wild reserves the right to:
  - a. arrange for an alternative departure date, subject to availability; or
  - b. provide a credit to you towards the cost of a replacement tour to be fixed at a later date; or
  - c. arrange for a refund of any monies you have paid, less the reasonable expenses incurred by Adventure Wild.
- 9) Adventure Wild is not liable for any incidental expenses incurred by you as a result of any delay, alteration or curtailment of any tour, whether caused by force majeure, mechanical defect, adverse road or weather conditions, or any other cause of any nature whatsoever.

### **FORCE MAJEURE**

- 10) If any Force Majeure Event results in Adventure Wild being prevented from, or delayed in, performing any of its obligations to you, including pursuant to its terms and conditions:
  - a. then such a delay or prevention of performance shall not be deemed to be a breach of these terms and conditions;
  - b. no loss or damage shall be claimed by you from Adventure Wild by reason thereof; and
  - c. Adventure Wild shall use its best endeavours to minimise and reduce any period of suspension occasioned by any Force Majeure Event.
- 11) For the purposes of these terms & conditions, "Force Majeure Event" means any act of God, war, terrorism, fire, flood or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil unrest, acts of government, semi government or other authorities, state and or federal government restrictions, including but not limited to restrictions on travel and on gatherings, inability to obtain any necessary insurance, licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to Adventure Wild services beyond its control.

### **COVID-19 (or other pandemic)**

- 12) Where a tour is cancelled or is unable to proceed due to any COVID-19 (or any other pandemic) restrictions (imposed by Government or any other authorizing body) or such restrictions are either not removed as expected, extended, or re-imposed, Adventure Wild will use its best endeavors to contact you about your tour. In such circumstances, Adventure Wild will consider its options in relation to a replacement tour, and may offer to you:
  - a. a transfer to an alternative departure date, subject to availability;
  - b. a credit for the original value paid by you for the tour which credit will be transferable to another person and valid for 36 months.
    - i. Additional costs may apply for future year departures in alignment with Adventure Wild's fare schedule;
    - ii. Credit is not redeemable for cash; or
  - c. a full refund of any monies paid less the reasonable costs incurred by Adventure Wild; and any such option (a-c) is at the absolute discretion of Adventure Wild.
- 13) If you contract COVID-19 (or any other pandemic virus or disease) within 30 days of the date of departure of the tour, you must notify Adventure Wild in writing. In such circumstances, you will not be able to and will not be granted permission to undertake the tour. In such circumstances you (and any other person cancelling as part of the booking) will be offered a transfer to an

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alternative departure date, subject to availability, at the absolute discretion of Adventure Wild. Where you refuse a transfer to an alternative departure date, it will be deemed that you have cancelled your tour and the provisions of paragraph 4 above will apply.

- 14) To ensure that you and our tour guides remain safe during the pandemic, you must adhere to all social distancing requirements and hygiene standards as implemented by Adventure Wild. You may be required to undertake a temperature test via a non-contact thermometer and/or a COVID-19 test prior to commencing the tour and at any time during the tour. If a positive result occurs or if you refuse to take this test, Adventure Wild has the right, at its sole discretion, to refuse to take you on the tour, or to bar you from continuing the tour, as the case may be. All out of pocket expenses (transport, transfer or alternate accommodation) as a consequence of leaving the tour will be at your own expense. You shall not be entitled to any refund on monies paid by you to Adventure Wild under these circumstances.
- 15) Where you present with an elevated temperature, COVID-19 symptoms or any other communicable disease or virus (whether you are aware of the condition or not), Adventure Wild has the right, at its sole discretion, to:
  - a. refuse to take you on the tour.
  - b. request that you wear a face mask or other protective equipment for the safety of those around you. You agree to accede to this request; or
  - c. request that you leave the tour at the earliest possible and safest opportunity for the safety of those around you. You agree to accede to this request.In relation to a and c above, your tour will be deemed to have been cancelled by you and paragraph 4(c) above will apply. All out of pocket expenses (transport, transfer or alternate accommodation) as a consequence of leaving the tour will be at your own expense.
- 16) If you present with an elevated temperature, COVID-19 symptoms or any other communicable disease or virus and get tested where the results of the tests are negative, Adventure Wild reserves the right to allow or refuse you to join or re-join the tour. Adventure Wild will not be liable for any out of pocket expenses incurred by you or refund any portion of the tour that you may have missed.
- 17) You shall comply with all vaccination or testing requirements and or directions by:
  - a. the Government (Federal and State);
  - b. Western Australian health authorities; or
  - c. Adventure Wild,for entry into and within Western Australia or to access Adventure Wild's premises, event, tours or services.
- 18) Where you are unable to meet any vaccination or testing requirements and or directions referred to in paragraph 16 above (including where any such requirements and or directions are introduced subsequent to your booking), Adventure Wild reserves the right to decline the booking, cancel the booking or refuse entry or participation in Adventure Wild's premises, event or service at Adventure Wild's absolute discretion and at your sole cost.
- 19) Where you are unable to proceed with your booking due to travel restrictions other than vaccination or testing requirements, the cancellation fees set out in paragraph 5 above apply.
- 20) Where the conditions in paragraphs 5 to 12 above apply, you release and indemnify Adventure Wild from any liability, loss or damage, of any nature, that may occur to Adventure Wild or any other person, including but not limited to persons departing on the same tour. Such liability, loss or damage may include, but is not limited to, cancellation of the tour or any activity, serious illness or death of any other person or where other persons determine to cancel their tour. The above provisions do not affect but are supplemental to the Force Majeure terms and conditions set out above.

### **Itinerary Variations**

- 21) Itinerary times shown in information supplied by Adventure Wild are not guaranteed and form no part of this contract. Adventure Wild are not able to guarantee exact arrival and departure times and are not liable for any failure to make connections with any other service. A change in itinerary does not constitute a cancellation of the original tour.

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- 22) Tours may vary due to track or road conditions or at the discretion of Adventure Wild or the tour leader. Adventure Wild may without notice vary or substitute locations, transport, accommodation or tour times.
- 23) Any variations and substitutions to the tour itinerary do not constitute a cancellation of the original tour.

### **Insurance**

- 24) Travel Insurance is **NOT** included. It is your responsibility to arrange and pay for comprehensive travel insurance that includes cover for all costs associated with your booking, including, but not limited to, evacuation, medical expenses, loss of luggage, loss during the tour or any other charges relating to air fare, accommodation or any other loss or expenses that may be incurred due to cancellation, delay or impossibility of performance or departure from the tour once commenced.
- 25) Adventure Wild reserves the right to:
- request confirmation that you have travel insurance;
  - request a copy of a certificate of currency for the travel insurance; and
  - refuse passage to you if you have not obtained travel insurance as of the date of the tour and, in such circumstances, you shall forfeit all monies paid to Adventure Wild for the tour.

### **Your responsibility**

- 26) You agree to behave responsibly and follow the lawful directions of Adventure Wild's employees, agents, servants or representatives.
- 27) You agree that Adventure Wild has the absolute discretion and the right to request, and you will accede to the request, that you leave the tour if you demonstrate any form of behaviour that impacts negatively on, or may affect the safety of, the other guests on tour or any employees, agents, servants or representatives of Adventure Wild.
- 28) You will notify Adventure Wild if, at any time during the 30 days before the commencement of the tour or during the tour itself, you have felt or feel unwell or if you presented or are presenting with an elevated temperature, COVID-19 symptoms or of any other communicable disease or virus.
- 29) You will notify Adventure Wild of any medical or dietary requirements or if you are on any medication for any medical condition or if you may require specialised medical attention in any circumstance.

### **Liability**

- 30) Whilst every precaution will be taken for the safety of passengers, to the extent permitted by law, no liability of any kind whatsoever will be taken or accepted in the event of death, accident, injury, loss or damage to person and or property or any costs, including costs of emergency evacuation on the tours. This exclusion of liability shall apply to and be for the benefit of Adventure Wild, its agents, servants, contractors and representatives. Without limiting the ambit or scope of the exclusion of liability expressed in this paragraph, Adventure Wild, its agents, servants, contractors and representatives shall not be liable for any death, injury, accident, damage or costs to a person arising out of:
- any walking or rock walking during the tour and any such activities that are undertaken at your own risk;
  - any swimming, snorkelling or bathing in any waters during the tour and any such activities that are undertaken at your own risk;
  - any air travel or travel on watercraft during the tour, as part of or incidental to the tour; and
  - any travel in any motor vehicle during the tour, as part of or incidental to the tour.

By booking with Adventure Wild I accept the Terms and Conditions of travel.