

# OUTBACK ENCOUNTER PTY LTD

## Booking Conditions for Australia

**Important Information – Please read these Booking Conditions carefully as they contain important information about your agreement with Outback Encounter Pty Ltd.**

- 1.1 'Client' means the person or company making a reservation or booking with OE, and if there are more than one persons or companies making the booking, these Booking Conditions bind them jointly and severally.
- 1.2 'Booking Conditions' means these booking terms and conditions.
- 1.3 'OE' means Outback Encounter Pty Ltd A.C.N 068 690 700
- 1.4 'Suppliers' means service providers engaged by OE to provide certain components of a tour.
2. **Services provided by OE**
  - 2.1 OE is a tour operator. The Client wishes to engage OE to put together a tour for the Client in Australia, and select and engage Suppliers to provide different components of that tour.
  - 2.2 Each Client participating in the tour is required to sign and return to OE these Booking Conditions at least 30 days before the scheduled tour commencement date.
3. **Formation of contract**
  - 3.1 By making a reservation with OE, the Client acknowledges that they have read, understood and agree to be bound by these Booking Conditions.
  - 3.2 Reservations will be converted to bookings upon the Client paying:
    - (a) a deposit of 25% of the tour cost for bookings made at least 90 days prior to the departure date. The deposit must be received by OE within 7 days after notification of the reservation or the date 90 days prior to the departure date, whichever occurs first. The balance of the tour cost must be paid no later than 90 days prior to the departure date; or
    - (b) the whole tour cost for bookings made less than 90 days from the departure date. Payment must be received by OE within 72 hours of notification of the reservation.
  - 3.3 A reservation will lapse if the Client does not pay the deposit or the tour cost by the due date for the relevant payment.
  - 3.4 A binding tour contract will be formed when OE notifies the Client that it has converted a reservation to a booking under clause 3.2.
  - 3.5 OE reserves the right to withdraw, change, cancel or reallocate the tour components, the tour cost and the departure date at its discretion at any time before the booking is confirmed.
  - 3.6 Any requested variation to a tour booking must be submitted in writing to OE. OE may decide in its discretion whether to accept a request for variation. OE reserves the right to charge an administration fee of up to \$100 AUD per person per variation. The Client must pay any extra cost arising from the variation including any cancellation fees incurred by OE from third party suppliers, and the administration fee, within 7 days of notification by OE.
4. **Cancellations & Refunds**
  - 4.1 The Client must notify OE in writing if it wishes to cancel any booking. Cancellations are subject to the Client paying the relevant cancellation fee set out below and will be effective only upon written acknowledgement by OE.
  - 4.2 Cancellation Fees: If a cancellation is received more than 90 days prior to the departure date, OE will retain or charge a cancellation fee equal to the full deposit (being 25% of the tour cost) as the cancellation fee. If a cancellation is received between 46 days and 90 days prior to the departure date, OE will deduct or charge 50% of the tour cost as the cancellation fee. If a cancellation is received less than 46 days prior to the departure date, OE will deduct or charge 100% of the tour cost as the cancellation fee. In addition, the Client will be required to pay any cancellation fees imposed by Suppliers on OE, which are not covered by the cancellation fees detailed in this clause.
  - 4.3 No refunds can or will be given in connection with:
    - (a) any changes to the tour booking requested by the Client after departure;
    - (b) the Client's failure to appear for the tour, or any component part of the tour, or the Client leaving the tour after its commencement; or
    - (c) the Client being excluded from the tour, or any component part of the tour, in accordance with these Booking Terms.
5. **Suppliers**
  - 5.1 The Client acknowledges that the Suppliers are independent contractors and are not under the direct control of OE, and are not the agents or employees of OE.
  - 5.2 OE does not warrant the performance of any Supplier, and the Client releases OE from liability for any loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client which arises from any act or omission of a Supplier or failure by a Supplier to meet the Client's expectations.
  - 5.3 Suppliers provide services in connection with the tour pursuant to their own terms and conditions, which the Client must comply with.
  - 5.4 Baggage is the responsibility of the Client. Restrictions may apply as to the weight, number of items and nature of the baggage for air travel. The Client must comply with such restrictions. Lost, damaged or delayed baggage is subject to the terms and conditions of carriage of the relevant carrier. OE is not responsible for, and the Client releases OE from, any liability for any lost, damaged or delayed baggage.
6. **Medical Conditions**
  - 6.1 It is the Client's sole responsibility to take all appropriate medical advice prior to departure as to whether the Client is fit enough to undertake the tour and as to the vaccines, medications and other precautions appropriate to the tour.
  - 6.2 The Client acknowledges that medical services and facilities may not be readily available during the tour, and that no medically qualified personnel will accompany the tour.
  - 6.3 Clients must inform OE prior to commencement of the tour of any medical conditions, which may affect the Client's ability to participate in the tour.
  - 6.4 The Client acknowledges and agrees that OE and its Suppliers may in their sole discretion exclude the Client from the tour or any activity if OE or a Supplier considers that the Client is unable to safely participate in the tour or activity as a result of a medical condition.
7. **Travel Documents & Vaccinations**
  - 7.1 It is the Client's responsibility to ensure that all passports, visas, travel permits, health certificates, or other documentation required for the tour are obtained, and are in order, and that all required vaccinations have been obtained. It is the Client's responsibility to meet any additional costs incurred either by the Client or by OE on the Client's behalf, as a result of any failure to comply with these requirements.
8. **Liability, Risk, Responsibility and Limitation**
  - 8.1 The Client acknowledges that there are inherent risks involved in participating in the tour, including close contact with native fauna and exposure to the harshness of the wilderness. By making a booking, the Client accepts all risks associated with the tour.
  - 8.2 The Client hereby releases OE and its respective officers and employees from all actions, proceedings, claims and demands that the Client may otherwise have now or in the future against OE, as a result of or in connection with, whether directly or indirectly the Client's participation in the tour (except where OE has breached these Booking Terms).
  - 8.3 Without in any way limiting the operation of the release in clause 8.2, the Client hereby releases OE from all actions, proceedings, claims or demands that the Client may otherwise have now or in the future against OE under the *Trade Practices Act 1974* (Cth) (Act) for death or personal injury (as that term is defined in section 68B of the Act) that the Client may suffer or incur, whether directly or indirectly, as a result of any failure of OE to provide services with due care or skill.
  - 8.4 The Client will be responsible for any loss or damage arising from their acts or omissions.
  - 8.5 OE does not make any express warranties in relation to the tour, and OE hereby excludes all implied conditions and warranties, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void (**Non-Excludable Condition**).
  - 8.6 OE's liability for breach of any Non-Excludable Condition is limited, at OE's option, to supplying the relevant services again, or paying the cost of having the services supplied again.
  - 8.7 OE will not be liable for any loss of enjoyment, financial loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client resulting from adverse weather conditions or other circumstances outside OE's influence.
  - 8.8 OE will not be liable for any special, indirect or consequential losses or damages, regardless of the circumstances.

8.9 In no event will OE's liability to the Client under these Booking Conditions exceed the total price paid by the Client for the tour booked with OE.

**9. Insurance**

9.1 OE strongly recommends that Clients have comprehensive travel insurance. Insurance should cover, but not be limited to, cancellation fees and loss of deposit, damage to and loss of baggage and money, medical and hospitalisation expenses, repatriation or curtailment expenses due to illness, the need to return home because of an unexpected death or illness in the immediate family, evacuation expenses and accidental death or disability. Clients should obtain exclusion waivers where appropriate for adventure activities excluded in travel insurance policies.

9.2 It is the Client's sole responsibility to obtain the appropriate insurance cover as set out in clause 9.1 of these Booking Conditions.

**10. Prices, Payment, Surcharges**

10.1 OE will use all reasonable efforts to maintain the tour cost as quoted at the time of the tour booking. However, OE reserves the right to pass on as a surcharge any cost increases due to circumstances outside its control, such as Suppliers increasing their costs. OE will endeavour to notify Clients in writing as soon as it is aware of any likely surcharge. However, OE reserves the right to invoice a surcharge without notice. If the surcharge is not paid within the time stipulated on the invoice, OE will charge such non-payment as an act of cancellation on the Client's part and the provisions of clause 4 will apply.

10.2 All prices are quoted in AU dollars unless otherwise specifically indicated, and payments must be made in the currency quoted. OE reserves the right to adjust prices quoted in currencies other than Australian dollars, to reflect fluctuations in foreign exchange rates or tariff markets. All prices are GST exclusive, unless specifically stated to be GST inclusive.

**11. Taxes**

11.1 It is the Client's responsibility to ensure payment of all taxes including Australian departure tax, and ticket levies, which should be paid when the airline ticket is purchased, prior to arrival in Australia.

**12. Special Needs & Requests**

12.1 Clients must inform OE, prior to booking confirmation, of any special needs which, if not met, may adversely affect the enjoyment of their intended journey. OE will not be held liable for any loss of enjoyment resulting from failure to disclose information pertaining to the individual special needs of Clients.

12.2 Clients must advise OE in writing of any special requests, eg. diet or facility, when the reservation is made. OE will, if reasonably possible, arrange for the request to be fulfilled.

12.3 Any additional costs incurred by OE or its suppliers, agents, contractors and service providers in accommodating the special needs and requests of Clients may be charged to the Client. OE will inform the Client of any such charges prior to making the necessary arrangements.

**13. Brochures**

13.1 All information about OE tours in OE's information literature, and that of recommended operators, is to the best of OE's knowledge, correct at the time of publication. Information should be checked prior to booking to ensure it is still current. OE will not be liable for errors or omissions in material supplied to the Client by OE or its Suppliers.

13.2 The Client grants to OE the right to use any images of the Client on tour for brochures and other marketing, promotional and company purposes. The Client agrees that no further consents, nor payment of any amount, is required for any use of images under this clause.

**14. Force Majeure**

14.1 'Force Majeure Event' means any circumstances beyond the reasonable control of OE (including, without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, terrorism, insurrection, piracy, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions, alteration or cancellation of scheduled air services or other untoward occurrences). If OE is affected by a Force Majeure Event OE or its local agents, shall notify the Client as soon as reasonably practicable of the nature and extent thereof.

14.2 OE shall not be deemed to be in breach of these Booking Conditions or otherwise be liable to the Client or any other person, by reason of delay in performance or non-performance, of any of its obligations in these Booking Conditions to the extent that any such delay or non-performance is due to a Force Majeure Event.

14.3 If OE or its Suppliers are affected by a Force Majeure Event OE will be entitled to, and may in OE's sole and absolute discretion, vary or cancel the tour, or any component part of the tour. Payment of any refund by OE to the Client as a result of the non-performance of any of OE's obligations due to a Force Majeure Event will remain at its sole and absolute discretion, although OE will use its reasonable endeavours to reimburse the Client where possible. However, OE will be entitled to deduct from any refund, the reasonable actual and potential costs to OE of the Force Majeure Event.

14.4 In relation to a Force Majeure Event involving civil unrest or terrorism, once OE has investigated the prevailing situation as it deems fit, it will remain in OE's sole and absolute discretion whether to proceed with the tour. The Client may in such circumstances cancel the tour. However, if after having made all reasonable and proper enquiries, OE is of the opinion that the tour may proceed, but the Client does not wish to proceed, no refund will be payable to the Client and the provisions of clause 4 will apply.

**15. Complaints/Dispute Resolution**

15.1 Clients who have any cause for complaint while travelling must immediately notify OE and the relevant Supplier, where possible in writing, to give OE the opportunity to remedy the complaint.

15.2 OE will not accept responsibility for complaints received more than 14 days after the occurrence of an event leading to the complaint.

15.3 Both OE and the Client will use alternative dispute resolution procedures to resolve disputes prior to resorting to legal proceedings.

**16. Compliance with Operator Instructions**

16.1 The Client must comply with the reasonable instructions of OE and/or its Suppliers.

16.2 Without in any way limiting its rights under other clauses of these Booking Terms, OE may in its absolute discretion exclude a Client from the tour, or any component part of the tour, in the event that:

- (a) the Client fails to comply with the reasonable instructions of OE or its Suppliers;
- (b) the Client makes themselves objectionable to other clients or otherwise interferes with other clients' enjoyment of the tour;
- (c) the Client jeopardises the safety of other clients, engages in illegal or undesirable behaviour or otherwise become a hazard to themselves or other clients.

**17. Privacy**

17.1 OE requires certain information about the Client to provide the tour and other services. Without this information, OE will not be able to accept the Client's booking for a tour.

17.2 OE may disclose the Client's personal information to its Suppliers for the purpose of arranging and booking the Client's tour. The Client's information may also be disclosed to related companies of OE, and to agents, contractors and service providers who act on behalf of OE or who provide goods or services to OE. OE may use the Client's information to inform them of additional products and services which may be of interest. The Client may notify OE's Privacy Officer at any time if they no longer wish to receive this material.

17.3 The Client may request access to any personal information that OE holds about them (although some requests may be denied in certain circumstances).

17.4 Before providing OE with details about another individual, the Client must ensure that the individual is aware of:

- (a) the proposed disclosure of their information to OE and the purposes for which the information is collected and used by OE; and
- (b) the individual's ability to request access to the information OE holds about them under the Privacy Act.

**18. Governing law**

18.1 These Booking Conditions are governed by the laws applicable in the State of South Australia and each party submits to the jurisdiction of the courts of the State of South Australia.

Client Name .....

Signed by the Client.....

Date .....

Witness Name.....

Signed by the Witness .....

OE is the holder of Travel Agents Licence Number: TTA 170114. OE is the holder of Travel Compensation Number: 5 / 804

