

TRAVEL TERMS & CONDITIONS

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 by proceeding with your reservation, that you have read, understood and accepted the conditions of travel.

Payment

- 1) Tours booked within 60 days of the departure date must be paid in full at the time of booking.
- 2) A deposit is payable on booking. The balance of the tour cost is due 90 days prior to departure. If payment is not received by the due date, we will attempt to contact you to obtain payment. If we are unable to contact you or obtain the payment, your reservation may be cancelled at our sole discretion.

Deferment

- 3) In the event that you wish to defer your tour departure, you must immediately inform Kimberley Tours in writing. Deferment will take effect upon acknowledgment by the operator of 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 an administrative fee of \$49.50 and any reasonable expenses incurred;
 - b) Within 90 days of the date of departure of the tour – a transfer of monies paid less the deposit which is forfeited, except where the operator is able to replace you on the tour and has received the full amount of the deposit price from the replacement passenger, in which case the operator will transfer your payment (including the deposit) to your deferred departure date, less an administrative fee of \$49.50 and any reasonable expenses incurred by the operator;
 - c) Within 60 days of the date of departure - 100% of the tour price is forfeited, except where the operator is able to replace you on the tour and has received the full amount of the tour price from the replacement passenger, the operator will transfer your payment to your deferred departure date, less an administrative fee of \$49.50 and any reasonable expenses incurred by the operator.

To avoid doubt, reasonable expenses that may be incurred by the operator in the event of deferment (or cancellation as referred to in cancellation clause below) includes (but is not limited to) any third-party costs or expenses charged to the operator as a result of the deferment of the tour.

Cancellations

- 4) In the event that you wish to cancel, you must immediately inform the operator in writing. Cancellation will take effect upon acknowledgement by the operator of 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 an administrative fee of \$49.50 and any reasonable expenses incurred by the operator;
 - b. Within 90 days of the date of departure of the tour – the deposit is forfeited, provided where the costs incurred by the operator 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.
- 5) 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 the operator, in the tour leaving without you. Associated transfer costs to meet up with the tour will be at your own expense. The operator 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.

- 6) If your tour is unable to depart as scheduled for any reason, the operator 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 the operator.

The above provisions do not affect but are supplemental to the Force Majeure terms and conditions set out below.

- 7) The operator 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

- 8) If any Force Majeure Event results in the operator 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 the operator by reason thereof; and
 - c. the operator shall use its best endeavours to minimise and reduce any period of suspension occasioned by any Force Majeure Event.
- 9) 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 the operator services beyond its control. COVID-19 (or other pandemic)

10) 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), the operator 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**.

11) Where the conditions in paragraph 10 above apply, you release and indemnify the operator from any liability, loss or damage, of any nature, that may occur to the operator 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

12) Itinerary times shown in information supplied by the operator are not guaranteed and form no part of this contract. The operator 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.

13) Tours may vary due to track or road conditions or at the discretion of the operator or the tour leader. The operator may without notice vary or substitute locations, transport, accommodation or tour times.

14) Any variations and substitutions to the tour itinerary do not constitute a cancellation of the original tour. Insurance

15) 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.

16) The operator reserves the right to: a. request confirmation that you have travel insurance; b. request a copy of a certificate of currency for the travel insurance; and c. 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 the operator for the tour.

Your responsibility

17) You agree to behave responsibly and follow the lawful directions of the operator's employees, agents, servants or representatives.

18) You agree that the operator 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 the operator.

19) You will notify the operator 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

20) 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 the operator, its agents, servants, contractors and representatives. Without limiting the ambit or scope of the exclusion of liability expressed in this paragraph, the operator, its agents, servants, contractors and representatives shall not be liable for any death, injury, accident, damage or costs to a person arising out of:

- a. any walking or rock walking during the tour and any such activities that are undertaken at your own risk;
- b. any swimming, snorkelling or bathing in any waters during the tour and any such activities that are undertaken at your own risk;
- c. any air travel or travel on watercraft during the tour, as part of or incidental to the tour; and
- d. any travel in any motor vehicle during the tour, as part of or incidental to the tour. By booking with the operator or an agent I accept the Terms and Conditions of travel.