



TERMS & CONDITIONS

1. Operator

The operator is Nature-Bound Australia ("Operator").

2. Other Providers

- Nature-Bound Australia may engage other providers from time to time to fulfill tour requirements ('other providers').
- Whilst Nature-Bound Australia will not accept responsibility for any loss as a result of any act or omission of other providers, it will give you reasonable assistance in helping to resolve any reasonable dispute that may arise with other providers.

3. Liability

Except as provided in the provisions of the Australian Trade Practices Act 1974, you will release Nature-Bound Australia, its servants, agents or representatives as a result of participating in any tour of any liability for injury, death, damage, monetary loss or loss of property.

4. Prices

General

- Prices are in Australian Dollars
- Prices are per person prices based on a minimum of two persons sharing a room, cabin or tent, unless otherwise stated. Occasionally, on some tours in remote areas, three or four persons may be required to share facilities.
- If single occupancy is required and provided on a tour, single travellers may have to pay a single supplement. The amount will be advised to you at the time of booking, unless outlined on the website.
- All tours and pricing are subject to a minimum number of participants – usually 8 people. If the minimum number is not achieved then the tour may still proceed with an agreed surcharge.
- Prices may be subject to change. Nature-Bound Australia will give you reasonable notice of any price change.

Included:

- accommodation and meals
- all National Park fees
- pre-departure information
- ground transportation during tours and transfers to and from group connecting flights
- additional tours by other providers as indicated in the itinerary
- services of guide and driver; and
- Australian Goods and Services Tax

Excluded:

- air transportation and related fees, taxes and transfers to and from the tour
- passport and visa expenses
- travel accident/baggage/cancellation insurance
- food and beverage not included in the itinerary
- single room surcharges
- optional tours and activities
- personal medical or accident evacuation costs
- your personal expenses

Special tour packages

- Nature-Bound Australia may from time to time offer set packages for participation in a specific tour which may involve a variation to the standard tour inclusions and exclusions as listed above and / or feature special pre and / or post tour flight and ground arrangements.
- Special conditions may apply to these packages and the persons purchasing the package will be bound by these conditions.

5. Age of Participants

- If a child under the legal age (18 years) attends the tour, the parent/guardian takes full responsibility for the child.
- The parent/guardian agrees to these conditions on the child's behalf.
- For safety reasons Nature-Bound Australia may not consent to a child under 14 years attending a tour.
- Nature-Bound Australia may in its absolute discretion deem a particular tour not suitable for children.

6. Sharing

If you are travelling alone, it may be necessary for you to share accommodation with another participant in the event of single rooms/tents not being available. Best possible private and share facilities will be provided throughout the tour.

7. Booking Procedure/Checklist

Steps:

- Email or call Nature-Bound Australia to check availability of positions on the tour
- Follow the Enquiry and Reservation procedures contained in the website
- Nature-Bound Australia will send you a confirmation letter together with tour pre- departure information on receipt of the reservation advice and when the deposit has been paid
- The deposit for each participant in each tour will be 10% of the tour price, in Australian dollars per person, or as otherwise advertised.
- A reservation will lapse after 14 days if a deposit has not been received
- Nature-Bound Australia may at its discretion request a progress payment on a specific tour.
- Final payment is due no later than ninety (90) days prior to departure to enable firm bookings with suppliers to be completed
- Final documents will be sent to you approximately thirty (30) days prior to the commencement of the tour.

General:

- Deposit payments can be made by credit card via the website or telegraphic bank transfer and will be payable to the full Australian dollar value. Full and final payments can be by credit card via the website or telegraphic bank transfer. Commencement of tour participation is subject to cleared funds being in Nature-Bound Australia's bank account.
- Your payments will be held in a tour trust account until required for payment of tour costs.
- Nature-Bound Australia can cancel a booking if final payment has not been made by the time specified. The cancellation fees in Clause 8 apply to such a cancellation.

8. Cancellation by You (Fees)

Period of Cancellation and Fee:

- 90 days or more prior to departure: 50% of the deposit
- 60-89 days or more prior to departure: 100% of the deposit
- 59-31 days prior to departure: 50% of tour price
- 30-0 days prior to departure: 100% of tour price unless Nature-Bound Australia can resell your place in the tour in which case 50% of the tour price.

General:

- Cancellations must be in writing
- Trip cancellation and interruption insurance is recommended
- Cancellation fees are to be paid within 14 days of cancellation.
- If you have paid a deposit, Nature-Bound Australia will deduct the cancellation fee from the deposit and refund you the remainder.
- No refund will be made if you leave a tour.
- If you transfer from one tour to another, normal cancellation and new reservation terms and conditions will apply.
- Any payments made via the internet are your responsibility. You will release and indemnify the operator against any losses you may suffer.

9. Cancellation by Operator

- Nature-Bound Australia reserves the right to cancel a tour without assigning any reason for that cancellation.
- Nature-Bound Australia will give you reasonable notice of cancellation and will give you a full refund of monies paid by you.
- You will not make a claim against Nature-Bound Australia for any other loss suffered by you due to a cancellation.

10. Insurance

Nature-Bound Australia requires that you take out comprehensive Travel Insurance. Personal Accident Insurance is recommended.

11. Variations to Tour

- Nature-Bound Australia reserves the right to modify and change a tour itinerary due but not limited to changes in accommodation or other supplier arrangements, weather or other operational conditions (road conditions, mechanical break downs, strikes, government regulations, illness or accidents of customers or tour guides, National Park management directives.) No refunds will be made in respect of these changes.
- While Nature-Bound Australia may accept late bookings, it cannot necessarily guarantee it is able to provide transport and accommodation to the standard normally expected of the tour.
- You will not make a claim against Nature-Bound Australia for any loss suffered by the modification and change.
- You may leave the tour at any time by giving notice to the tour leader. You will not be entitled to a refund and Nature-Bound Australia will not be liable for any loss or damage you incur as a consequence of you leaving the tour.

12. Health

- To participate in a tour you must be in good health. Persons over 70 years of age should seek medical consultation in this regard.
- At the time of making the booking you must inform Nature-Bound Australia of medical needs you may require for the Tour.
- Nature-Bound Australia may request medical evidence from you and in its absolute discretion may decline your participation in the tour due to poor health.
- Non-smoking disciplines will apply to all tours to enhance the health and comfort of all participants as well as an environmental safeguard.

13. Authority

- You agree to obey and comply with all rules and/or directions made or given by Nature-Bound Australia, its agents, representatives and other service providers, in connection with the tour.
- You will not act in a way that could endanger the welfare, enjoyment or safety of other participants in the tour or yourself.
- Your participation in the tour is conditional on your compliance with Nature-Bound

Australia's Travel Ethic (a copy of which may be viewed on the website) and you upholding the ideals, values and practices of responsible travel, in that you will endeavour to avoid or minimize any negative impact by you on the environments, the wildlife and communities we visit, while using the tour to be personally informed to contribute to the well being of local people, businesses and communities

- If you fail to comply with Nature-Bound Australia's rules and/or directions, you may not be permitted to continue in the tour, and no refund will be given.
- Nature-Bound Australia is not liable for any loss or damage you incur as a consequence of not being permitted to continue the tour.

14. Use of Photographic Digital and Movie Style Images and Testimonials for Promotion

You agree to allow the following to be used by Nature-Bound Australia for marketing and promotional purposes:

- Images of yourself taken during a tour for print and electronic use; and
- Testimonial feedback written by you.

15. Acknowledgement

By participating in a tour you agree to be compliant with, bound by and supportive of the promoted travel ethic of Nature-Bound Australia, in the best interests of the environment and all who wish to share it.

16. Complaints

Procedure:

- If you have a complaint you must inform the tour leader first.
- If your complaint is not able to be resolved through the tour leader, your complaint must be in writing and forwarded to Nature-Bound Australia within 30 days of the end of the tour.
- Nature-Bound Australia will reply to you within 30 days of receiving your complaint.

17. Variation and Severability

Variation:

- Nature-Bound Australia reserves the right to change these terms and conditions without prior written notice at any time, at its sole discretion.
- Any attempt by you to modify, supplement or change these terms and conditions will be null and void unless agreed to in writing by Nature-Bound Australia.

Severability:

- If a Court finds part(s) of this agreement invalid those parts shall be severed.
- The remaining parts will remain binding between you and Nature-Bound Australia.

18. Acceptance of Risk

- You acknowledge that you have read and understand fully the nature of the tour, you understand and accept the inherent risks associated with adventure travel, physical exertion, sudden changes in weather extremes, exposure to varying types of hazards, remoteness from normal medical services and evacuation difficulties.
- You accept any responsibility for injury, loss, death or damage incurred or caused by you during the tour.
- You may be advised during the tour of dangerous activities not acceptable to Nature-Bound Australia. You will be solely responsible for injury, death or damage, suffered as a result of a dangerous activity.
- In the event of injury or illness, you agree Nature-Bound Australia can, at your cost, arrange medical treatment or emergency evacuation considered necessary and essential to your safety and well being.

19. Tour Guides and Drivers

- While Nature-Bound Australia seeks to engage experienced guides and drivers for the tour they may also be engaged as independent contractors.
- Nature-Bound Australia is not responsible for their actions, skills or capacity to deal with issues or events relating to safety or participants during the tour and they have no legal authority to incur liabilities on Nature-Bound Australia's behalf without its express permission.
- They will be mindful of each tour participant's welfare, but they cannot ensure your personal safety and you must therefore exercise due care for your own well being.

20. Application

- You acknowledge that you have read these Terms and Conditions, the Privacy Policy, Copyright and disclaimer provisions of Nature-Bound Australia.
- By making a reservation or booking with Nature-Bound Australia you have agreed to be bound by these Terms and Conditions, Privacy Policy, Copyright and Disclaimer provisions, even if the pages outlining the Terms and Conditions are not signed by you.
- Where additional conditions apply to the purchase of a special tour package, including advised variations to the tour inclusions and exclusions, additional pre or post tour ground and air services, including special conditions applying to the purchase and issue of airline ticketing, then you acknowledge and agree to be bound by these special conditions as if they form part of the general Terms and Conditions applying to all Nature-Bound Australia's tours.
- You may be required to sign a copy of these Terms and Conditions before participating in the tour, acknowledging your acceptance of the Terms and Conditions.
- For convenience you can download these Terms and Conditions from this website, complete and return to Nature Bound Australia, PO Box 1209, New Farm Qld 4005 Australia or Fax +61 7 3254 1977.

21. Confirmation of Acceptance

I have read, understood and accept the Terms and Conditions relating to my participation in Nature-Bound Australia's tour.

Independent Traveller

Signed _____

Name (please print) _____

Tour _____

Date _____

Signed as parent /guardian for a participant under 18 years of age

Signed _____

Name of parent /guardian (please print) _____

Name/s of participant/s (U 18 years) _____