

## NATURE BOUND AUSTRALIA TERMS AND CONDITIONS

*It is a requirement of Nature Bound Australia as a responsible tour operator to have booking terms and conditions that form a contract between you our guest and us as the tour operator. Our professional desire is to present you with an enriching experiential holiday conducted in a safe and convivial atmosphere, also in compliance with prevailing regulations, licences and accreditations. Please read the following carefully and communicate should you have any concerns.*

### 1. Operator

The tour operator is Nature Bound Australia ("Nature Bound")

### 2. Other Providers

Nature Bound may engage other providers from time to time to fulfil tour requirements.

Whilst Nature Bound 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. Prices

#### General

Prices are in Australian Dollars and inclusive of Australian Goods and Services Tax.

Prices are per person and based on a minimum of two persons sharing a room, cabin or tent, unless otherwise stated. Occasionally, on some tours in very remote areas, three or four persons may be required to share ablution 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 at the time of booking, unless otherwise outlined on the Nature Bound website.

All tours and pricing are subject to a minimum number of participants for the specific tour. If the minimum number is not achieved then the tour may still proceed with an agreed surcharge.

Prices may be subject to change, or a progress payment requested due to the unexpected requirement of a tour service provider or circumstances beyond our control. Nature Bound will give you reasonable notice of any price change or payment variations.

#### Included:

- accommodation and meals as indicated in Nature Bound's promotional mediums
- all National Park and reserves access fees
- pre-departure information and briefing
- 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 independent transfers to and from the tour
- passport and visa expenses
- travel personal accident/baggage/cancellation insurance
- food and beverages not included in the itinerary
- single room surcharges
- optional tours and activities as advised
- personal medical or accident evacuation costs
- your personal expenses

#### Special tour packages

Nature Bound may from time to time offer set packages for participation in a special tour which by design may involve a variation to the standard tour inclusions and exclusions as listed above and featuring 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.

### 4. Special Discounts and Offers

The departure date, standard / regular tour price and minimum number of participants to confirm departure for each tour are as advertised.

For each tour an **Early Bird Discount** of A\$300 per person applies if the booking and 10% deposit is received prior to the early bird date which is 6 months in advance of the advertised departure date.

A **Loyalty Discount** of A\$200 per person will apply to a booking completed by a previous tour participant of a Nature Bound tour, or if a guest is booking 2 or more tours in the same calendar year.

A **Group Discount** of A\$100 per person will apply to any group booking equal to or greater than the minimum number of participants advertised to confirm departure for the tour.

These **Special Discounts** will be deducted from the final payment invoice issued by Nature Bound for each booking.

All other Terms and Conditions apply and these special discounts are not transferable.

### 5. Age of Participants

Subject to health and fitness requirements outlined in Section 12 herein, Nature Bound does not set an upper age limit on tour participation.

For safety reasons Nature Bound Australia may not consent to a child under 14 years attending a tour.

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 terms and conditions on the child's behalf.

Nature Bound 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 to check availability of positions on your preferred tour and register your interest pending completion of your formal reservation/booking.

Follow the Enquiry and Reservation/Booking procedures contained in the website.

Nature Bound will send you a confirmation advice together with tour pre-departure information on receipt of the reservation/booking and your deposit.

The deposit for each participant in each tour will be **10% of the tour price, per person** in Australian Dollars, or as otherwise advertised.

Your registration of interest and reservation/booking will lapse after 14 days if a deposit has not been received and your place on the tour will be forfeited.

Nature Bound may at its discretion request a progress payment on a specific tour.

Final tour payment is due no later than ninety (90) days prior to departure to enable firm bookings with suppliers to be completed.

Bookings received within 90 days prior to the tour departure date will require payment in full.

Final tour documents will be sent to you approximately thirty (30) days prior to the commencement of the tour.

#### General:

Deposits, progress and final payments can be made by credit card (safe Pay Pal) via the website or by telegraphic bank transfer and will be payable to the full Australian dollar value.

Commencement of tour participation is subject to cleared funds being in Nature Bound's bank account.

Your payments will be held in a tour trust account until required for payment of tour costs.

Nature Bound can cancel a booking if final payment has not been made by the time specified. The cancellation fees in Clause 7 herein apply to such a cancellation.

### 8. Cancellation by You

#### Period of Cancellation and Fee:

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

#### General:

Cancellations must be in writing and will take place only when written notification is received by Nature Bound.

Tour cancellation and interruption insurance is recommended.

If you have paid a deposit, Nature Bound will deduct the cancellation fee from the deposit and refund you the remainder.

No refund will be made if you leave a tour during its conduct.

If you decide to 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 Nature Bound against any losses you may suffer.

### **9. Cancellation by Operator**

Nature Bound reserves the right to cancel a tour prior to departure without assigning any reason for cancellation.

Nature Bound will give you reasonable notice of any cancellation prior to the tour departing and will give you a full refund of monies paid by you.

You will not make a claim against Nature Bound for any other loss suffered by you due to a cancellation.

You may elect to transfer your deposit to another Nature Bound tour provided the alternative tour is scheduled to commence within 12 months of your original tour departure date.

For tour safety reasons, in the event of a natural disaster or force majeure event beyond Nature Bound's control causing cancellation of a tour during its conduct, Nature Bound will refund as much of your unexpended tour payment which it is able to recoup from tour commitments in place with any other service provider and after allowing for overheads and tour costs already incurred by Nature Bound in the partial conduct of the tour.

### **10. Insurance**

Nature Bound strongly recommends that you take out comprehensive travel insurance at the specific time of booking your tour and paying a deposit.

From time to time it may be necessary for Nature Bound to cancel a tour prior to departure. It is important that your insurance cover includes losses which may result from unforeseen cancellation or curtailment of your tour at any time and specifically in relation to your commitment to connecting flight bookings

Personal accident insurance is recommended and is not included in the tour price.

Ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, medical expenses, emergency evacuation, loss of baggage and personal items, personal liability, tour cancellation and curtailment.

Nature Bound may request evidence of you having obtained personal travel insurance.

### **11. Variations to Tour**

Nature Bound reserves the right to modify and change a tour itinerary due but not limited to changes in accommodation or supplier arrangements, adverse weather or other operational circumstances (road conditions, mechanical break downs, strikes, government decree, illness or accidents of customers or tour guides, National Park management directives.)

No refunds will be made in respect of these changes.

You will not make a claim against Nature Bound for any loss suffered by the modification or change.

While Nature Bound may accept late bookings, it cannot necessarily guarantee it is able to provide you with accommodation to the exact standard normally expected of the tour, particularly in remote areas.

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 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 able to travel independently, without assistance.

We do not set an upper age or fitness level for participants but as each tour can be conducted in remote areas, some distance from medical assistance, and involve walking over varying terrain, good health and an appropriate level of fitness ready for moderate physical exertion is required.

Persons over 75 years of age will be expected to seek medical

consultation in this regard and complete a medical questionnaire/clearance form in the company of their local Doctor. (Download form from website)

At the time of making a tour booking you must inform Nature Bound of your medical circumstances and needs, your fitness and physical capacities in participating in the tour.

You must ensure you have sufficient medications to cover the duration of the tour.

Nature Bound may request medical evidence in relation to any booking and in its absolute discretion decline continued participation by an individual in the tour, on health or fitness grounds.

Non-smoking disciplines will apply to all tours to ensure the health and comfort of all participants as well as an environmental safeguard.

### **13. Authority**

You agree to comply with all rules and/or directions given by Nature Bound, its agents, guides, 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 yourself or other participants on the tour.

Your participation in the tour is conditional on your compliance with Nature Bound's Travel Ethic (a copy of which may be viewed on the web site) and you upholding the ideals, values and practices of responsible travel.

You will endeavour to avoid or minimise any negative impact by you on the tour environments, the wildlife and communities we visit, while using the tour to be personally connected and contributing to the well being of local people, businesses and communities.

If you fail to comply with Nature Bound's reasonable directions, you may not be permitted to continue on the tour, and no refund will be given.

Nature Bound is not liable for any loss or damage you incur as a consequence of not being permitted to continue the tour.

### **14. Acknowledgement**

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

### **15. Use of Photographic, Digital or Video Images and Testimonials**

You agree to allow the following to be used by Nature-Bound for marketing and promotional purposes - be it in print, electronic or social media format: Images of yourself taken during the tour and testimonial feedback written or conveyed by you.

### **16. Complaints Procedure:**

If you have a complaint or concern during a tour 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 within 30 days of the end of the tour.

Nature Bound will reply to you within 30 days of receiving your complaint.

### **17. Tour Guides and Drivers**

While Nature Bound seeks to engage experienced guides and drivers for the tour they may also be engaged as independent contractors.

Nature Bound is not responsible for individual contractor 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'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 and the well being of others on the tour.

### **18. Application**

You acknowledge that you have read these Terms and Conditions, the Privacy Policy, Copyright and Disclaimer provisions and the Travel Ethic of Nature Bound.

**By making a reservation or booking with Nature Bound and paying a deposit, you have agreed to be bound by these Terms and Conditions, even if the pages outlining the Terms and Conditions are not signed by you.**

Further, you participate in the tour with the full knowledge that

enjoyment and excitement of adventure travel is derived in part from inherent risks beyond the safety of your life at home and these risks contribute in part to the enjoyment of your participation in the tour.

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, 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 tours.

Notwithstanding the above mentioned contractual commitment Nature Bound reserves the right to have you signing a copy of these Terms and Conditions before participating in the tour, acknowledging your acceptance of the Terms and Conditions.

#### 19. Acceptance of Risk

You acknowledge that you have reviewed and understood 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 natural hazards, remoteness from normal medical and evacuation services.

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 for the safe and enjoyable conduct of the tour by all participants. You will be solely responsible for injury, death or damage, suffered or caused by you pursuing this dangerous activity.

In the event of injury or illness, you agree Nature Bound can, at your cost, arrange medical treatment or emergency evacuation considered necessary and essential to your safety and well being.

#### 20. Variation and Severability

##### Variation:

Nature Bound reserves the right to change these terms and conditions at any time with prior written notice to existing clients should significant impact to existing booking arrangements be apparent.

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.

##### 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.

#### 21. Waiver of Liability

Due to the nature of the tour and activities, you accept it would be unreasonable for Nature Bound to be in any way responsible for any injury to or death of yourself and to the full extent permitted by law you waive all of your legal rights of action against Nature Bound and fully release and hold Nature Bound harmless from any claim, demand or liability for any loss, damage, expense or injury (including death) howsoever arising out of or in relation to your participation in the tour activities conducted or organised by Nature Bound, including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on Nature Bound's part, its office holders, employees, agents or contractors. You further acknowledge and agree that you partake in the tour and its activities freely, voluntarily and absolutely at your own risk and with full appreciation of the nature and extent of all risks involved in the tour and its activities. This waiver shall bind you and your heirs, assigns, executors and / or administrators and legal representatives.

#### 22. Choice of Law and Jurisdiction

This agreement and the entire rights and obligations of the parties arising under or by reason of this agreement shall, to the maximum extent permitted by law, be exclusively governed by the concurrent laws of Queensland and the Commonwealth of Australia.

**For convenience you can download these Terms and Conditions from this website, complete and return to Nature Bound Australia, PO Box 1047, Paradise Point, Queensland, Australia 4216**

#### 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 the parent / guardian for a participant under 18 years of age

Signed \_\_\_\_\_

Name of parent / guardian (please print) \_\_\_\_\_

Name/s of participant/s (under 18 years of age) \_\_\_\_\_