

Terms & Conditions for travel in 2023

By confirming a booking of a journey, you and all Passengers travelling under the booking are bound by this agreement, which is comprised of: (1) these standard terms and conditions, and (2) the Booking Confirmation.

1. BOOKING

CONFIRMED BOOKING Your booking of a journey is confirmed when: (1) you have made the booking, complete with all information we require; (2) you have paid us the Deposit (or other amounts owing at the time of booking), according to the terms of this agreement; and (3) we have sent you a Booking Confirmation.

INCLUSIONS All goods and services that are included in your journey are as listed in the brochure and the website as at the date of booking.

SPECIAL REQUIREMENTS Passengers must notify us of any special requirements (for example diet) at the time the booking is made. We will advise all third parties such as hotels and attractions of these requirements and will endeavour to ensure they are met. However, we cannot guarantee that all special requirements will be met in all instances.

2. PAYMENT

FARE The Fare for your journey is the amount stated in your Booking Confirmation. Fares are per person twin share. Single supplements are applicable for single travellers requesting single accommodation. Forced singles are also required to pay the single supplement (land adventures). There are 2 fare tiers:

- **Everyday** fares - for standard booking conditions
- **Fully Flexible** fares - for maximum booking flexibility

All fares include Australian Goods and Services Tax (GST) and are quoted in Australian Dollars (\$AUD).

DEPOSITS To confirm a tour booking, payment must be made at the time of making the reservation. A Deposit or full Fare, depending on the fare type chosen, is payable at the time of booking by direct deposit or credit card.

For **Everyday** fares the booking deposit will be 25% of the tour fare per person

For **Everyday Past Passenger** fares the booking deposit will be 15% of the tour fare per person.

For **Fully Flexible** fares the booking deposit will be 100% of the tour fare per person.

PAYMENT Where applicable, the Balance (the difference between the Deposit and the Fare) must be received no later than 100 days prior to the date of travel. For bookings made within 100 days of the date of travel, the Balance will be required within 7 days, and in all cases before the date of travel.

CREDIT CARDS We accept Visa and Mastercard. Charges of 1% apply.

3. LUGGAGE LIMITS

Each Passenger is entitled to take one medium size suitcase or soft bag weighing no more than 16 kg. The sum of each case's width, length and depth is not to exceed 150cm. Passengers may also take on board the coach one hand-luggage item to be stored in the overhead luggage racks. Weight of hand luggage is not to exceed 3 kg per person.

Exceptions Due to operational considerations, some of our adventures and shorts breaks have different luggage restrictions.

- Desert Safaris: Weight of suitcase/soft bag not to exceed 14kgs
- Wet Season Spectacular: Weight of suitcase/soft bag not to exceed 12kgs
- Seven Spirit Bay Short Breaks & Eyre Peninsula Whale & Seafood Adventures: Weight of suitcase/soft bag not to exceed 15kgs

Please note that Luggage limits are enforced on every tour. Passengers will be asked to leave their excess baggage behind in the event that the weight of the luggage exceeds our limits. The luggage is entirely at the passenger's risk during the tour.

4. TRAVEL INSURANCE

Outback Spirit strongly recommends passengers take out travel insurance to cover any unforeseen circumstances. We recommend that you do this at the time of booking.

5. ON BOARD WITH US

NO SMOKING POLICY Our vessels and vehicles are all entirely smoke free in accordance with relevant state and territory government regulations. Passengers are not to smoke (including e-cigarettes) while on board.

SEAT ALLOCATIONS Seat allocations on board Outback Spirit vehicles operate with a daily seat rotation system to ensure passengers enjoy different seating positions whilst on tour.

HEALTH

• **Vaccination Policy** Covid-19 vaccinations will be mandatory for all guests; exemptions will be granted where they have a verified contraindication to all available COVID vaccines. Exempt guests will be required to record a negative PCR test no more than 72 hours prior to their journey. If you are not or will not be vaccinated against COVID prior to travel, please contact our friendly travel consultants to discuss.

• **Fitness** Most of our tour itineraries contain guided sightseeing walks to natural attractions. As such, passengers are required to have a reasonable level of fitness in order to participate. Some walking tracks have sections of uneven rocky ground and may be slippery. The walks on our tours vary in length, so please read your chosen itinerary for further information or contact one of our friendly travel consultants who will be able to describe the walk to you. If passengers feel they are unable to participate in the walk on the day, alternative arrangements will be made with adequate provision for passenger comfort and safety.

• **Hydration** Whilst on a bushwalk it is the responsibility of each passenger to carry adequate drinking water. All Outback Spirit coaches feature a water refilling point.

• **Mobility** Passengers are required to have a reasonable level of mobility to be able to board and alight the coach unaided. Due to space restrictions aboard our coaches, we are unable to accommodate passengers who require the use of wheelchairs or walkers. Our vehicles are not equipped with wheelchair ramps or lifters. Passengers requiring physical or mental assistance must be accompanied by a companion who is willing and capable of providing such assistance.

ENJOYMENT Outback Spirit will take all reasonable steps to provide an enjoyable tour. However, no liability will be accepted for any loss of enjoyment experienced by passengers due to circumstances which are out of our control.

SAFETY Passengers accept that tours include participation in Recreational Services and Recreational Activities which may involve certain risks and dangers beyond the control of Outback Spirit. Such activities containing risks include but are not limited to: bush walking, swimming, and travelling in remote undeveloped locations. The passenger acknowledges that all Recreational Services and Recreational Activities in connection with the journey are undertaken of the passenger's own free will and at the passenger's own risk. Passengers will not be permitted to continue on tours when in the opinion of the Outback Spirit Tour Leader, the passenger's conduct or condition is placing their own or the safety of other passengers at risk, or is adversely affecting the enjoyment of other passengers; for whatever cause.

TRAVELLING TO REMOTE AREAS Passengers accept that some itineraries include visits to and overnight stays in remote areas located some distance from hospitals, medical centres or other forms of professional medical facilities. This is particularly the case for Outback Spirit's Desert Safaris which travel through extremely remote country for days on end.

6. AMENDMENTS AND CANCELLATIONS

GUEST AMENDMENTS (STANDARD) For Outback Spirit land adventures only: Subject to availability, you may amend your booking. If an alternate date is unavailable or unsuitable and you cannot travel on the original date your booking will be subject to our standard cancellation terms detailed below.

Amendments for Everyday and Everyday Past Passenger bookings are permitted up to 45 days prior to departure. Amendment fees from any third parties who are supplying components of the booking (for example hotels or attractions) may apply.

Amendments for Fully Flexible bookings are permitted up to 1 day prior to departure.

GUEST AMENDMENTS (DUE TO GOVERNMENT ENACTED BORDER CLOSURES) Amendments for Everyday and Everyday Past Passenger bookings within 45 days of travel up until departure date (due to Government enacted border closures) can be moved to any future travel date (pricing honoured until December 2024) or receive a future travel voucher. This voucher will be valid for a period of 24 months from your original tour departure date and can be used for any Journey Beyond travel experience. Amendment fees from any third parties who are supplying components of the booking (for example hotels or attractions) may apply. Amendments for Fully Flexible bookings are permitted up to 1 day prior to departure.

GUEST CANCELLATIONS If you cancel your booking with us, you must notify us in writing or by email to info@outbackspirit.net.au and pay a cancellation fee in the amount set out below.

Everyday Cancellation Rules

TIMING OF GUEST CANCELLATION	CANCELLATION FEE
More than 45 days prior to departure	25% of total fare
Less than 45 days prior to departure	100% of total fare

Everyday Past Passenger Cancellation Rules

TIMING OF GUEST CANCELLATION	CANCELLATION FEE
More than 100 days prior to departure	15% of total fare
Between 46 - 100 days prior to departure	25% of total fare
Less than 45 days prior to departure	100% of total fare

Fully Flexible Cancellation Rules

TIMING OF GUEST CANCELLATION	CANCELLATION FEE
Up until 1 day prior to departure	Fully refundable. No fee applies.

OUR AMENDMENTS Passengers accept that we may need to alter or amend itineraries, excursions, accommodation or sightseeing arrangements from those published, with little or no notice. This may be due to road conditions, weather, cultural considerations, safety factors and other operational considerations or government regulations or directions. Such decisions will be made in the best interests of the passenger's comfort and safety, or where required by law. In these circumstances Outback Spirit will endeavour to make suitable alternative arrangements which may include the use of light aircraft.

OUR CANCELLATIONS If an event occurs that is outside of our control and not reasonably foreseeable or preventable by our business and this event leads to the suspension or cancellation of your tour booking, we will provide you with a credit voucher equal to the value of the monies paid for that booking. This voucher will be valid for a period of 24 months from your original tour departure date and can be used for any Journey Beyond travel experience. Amendment fees from any third parties who are supplying components of the booking (for example hotels or attractions) may apply. No amendment fee applies for Fully Flexible fare bookings.

7. OUR OPERATIONS

RESPONSIBILITY & LIABILITY Outback Spirit accepts no responsibility or liability for any injury, loss, damage, change of itinerary or inconvenience caused either directly or indirectly as a result of events which are outside of our control, including but not limited to: fires, floods, acts of God, unusually severe weather, riot, war, invasion, medical outbreak or contamination of any kind, material change in legislation or government directions, industrial action or commercial flight disruptions.

Passengers are advised that the service provided by Outback Spirit is for the booking and packaging of goods and services provided by other operators such as hotels, motels, attractions, cruise lines, airlines and other transportation companies. Outback Spirit will not be liable for any loss, damage, omission or act of negligence or otherwise committed by these operators, their assignees or agents.

Outback Spirit is unable to guarantee exact arrival or departure times and is not liable for any failure to make connections with any other service or guarantee the operation of any particular service.

DISPUTE RESOLUTION Should any dispute arise between Outback Spirit and a Passenger, the parties agree that formal proceedings in a Court or Tribunal will not commence until after the following process has been followed:

- A party provides written notice specifying the nature of the dispute ("the notice").
- The parties will in good faith attempt to resolve the dispute.
- If the dispute is not resolved within 7 days of receipt of the notice, the parties agree to refer the dispute to mediation administered by the Australian Disputes Centre and conducted in accordance with the ADC Guidelines for Commercial Mediation.
- If there is no resolution to the dispute at the expiration of 30 days from the receipt of the notice, formal proceedings may be commenced.

GOVERNING LAW The laws applicable in New South Wales govern these Terms and Conditions and the parties submit to the jurisdiction of the Courts and/or Tribunals of New South Wales to determine any disputes.

PRIVACY Outback Spirit respects your privacy and will only use your personal information in accordance with our Privacy Policy and in accordance with the Privacy Act 1988. You can obtain full details of how we collect, hold, use manage and disclose your personal information from our Privacy Policy, a copy of which may be obtained free of charge by ringing us on 1800 688 222 or by visiting our website at www.outbackspirittours.com.au/privacy.

DISCLAIMER While all the information in this brochure is correct at time of publication, some details may change including, but not limited to tour pricing and tour itineraries. Please check at time of booking or call Outback Spirit Tours 1800 688 222. Some photos are representative only and may not reflect the exact experience or destination.

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DEFINITIONS

Booking Confirmation means the notification from us to you containing the details of your booking.

Deposit means the amount indicated as such for your journey in the brochure attached to these Terms and Conditions.

Recreational Services and **Recreational Activities** shall mean services or activities referred to in Section 139A of the Competition and Consumer Act 2010 (Cth) and Part1A of the Civil Liability Act 2002 (NSW) and other equivalent legislation and is defined for the purposes of the risk warnings given in this agreement under those acts.

We/us means Outback Spirit Tours Pty Ltd ACN 006 972 130.

You means the person or entity that made the booking and is named in the Booking Confirmation.