

## In WA Adventures– Booking Terms & Conditions

Please take the time to read and understand the Booking Terms and Conditions set out below prior to booking a journey with In WA Adventures. We strongly recommend that you also read the itinerary and any associated notes provided by In WA Adventures relating to your journey prior to booking to ensure that you understand the itinerary and style of the journey you are undertaking.

### **Our contract**

All bookings are made with InStyle Adventures Pty Ltd trading as In WA Adventures (us/we). By booking a journey with us or a 3<sup>rd</sup> party such as a Travel Agent including Online Travel Agents or similar you are deemed to have agreed to these Booking Terms and Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

### **Validity**

Dates, itineraries and prices are valid from 1 April 2020 until 31 March 2021. Beyond 31 March 2021 dates, itineraries and prices are indicative only.

### **Booking conditions**

To reserve your place on one of our journeys, please complete and sign the Booking Form available on our website. If your booking is for travel 60 days prior to the departure date we require a non-refundable deposit of 20% of your booking. If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking. We will confirm acceptance of your booking in writing. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

### **Your details**

In order for us to confirm your travel arrangements you must provide all requested details as per the booking form. Your booking cannot be confirmed without provision of these details.

### **Late bookings**

A late fee may be applied due to additional costs of confirming last minute arrangements.

### **Deposit Requirements**

You are required to pay a non-refundable deposit of 20% of the total booking value for your booking to be confirmed. Once your payment is received we will email you confirmation of your tour.

If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking.

*Supplier Payment Policies:* Some Accommodation and Tour Operator Suppliers that are included on your In WA Adventures booking may have different deposit payment policies over and above In WA Adventures standard policy. On booking your In WA Adventures tour we will advise any changes to our standard deposit payment policy.

### **Final Payments**

Payment of the final balance required 60 days prior to departure.

*Supplier Payment Policies* Some Accommodation and Tour Operator Suppliers that are included on your In WA Adventures booking may have different deposit payment policies over and above In WA Adventures standard policy. On booking your In WA Adventures tour we will advise any changes to our standard deposit payment policy.

If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

### **Cancellation Policy**

#### **Cancellation by the traveller:**

If you wish to cancel your tour you must immediately inform In WA Adventures in writing. Once we have received your notice cancellation will take effect. Please note the following charges will apply on cancellation by the traveller:

- If Cancellation takes place after tour confirmation your deposit will be forfeited.
- If Cancellation takes place within 30 days of departure 50% of your tour price will be forfeited.
- If Cancellation takes place within 14 days of departure 100% of your tour price will be forfeited.

#### *Supplier Cancellation Policies:*

Some Accommodation and Tour Operator Suppliers that are included on your In WA Adventures booking may have extended cancellation policies over and above In WA Adventures standard cancellation policy. This may be up to but not limited to 120 days prior to travel. On booking your In WA Adventures tour we will advise any changes to our standard cancellation policy.

You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation penalties in certain circumstances. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

#### **Cancellation or Amendment by In WA Adventures:**

In WA Adventures reserves the right to cancel, postpone or amend any tour at any time prior to departure or during the tour if due to weather conditions, road conditions, natural disasters, mechanical defect, cultural considerations, passenger misbehavior or misadventure or due to other external events it is not viable for us to operate the planned itinerary. If we cancel a trip prior to departure you may choose between us applying the amounts paid toward an alternative trip offered by us (subject to availability) or receiving a full refund. Once a tour has commenced no refund for incomplete travel is applicable. We are not responsible for any incidental expenses that you may have incurred as a result of your booking such as extra hotel accommodation and non-refundable flights.

### **Booking amendments**

Booking amendments (including change of date and guest names) require notification of amendments prior to 60 days travel, although In WA Adventures will consider all requests after that period at their discretion. If you wish to change tours or departure dates you must immediately inform In WA Adventures in writing. All amendments are subject to approval, availability and confirmation by In WA Adventures.

### **Changes to your journey**

Although we take all reasonable steps to operate our journeys as planned, unforeseen circumstances or circumstances beyond our reasonable control mean that sometimes a journey can change. Changes can occur to the start and end date of a journey, the length of a journey, the advertised driver guide, accommodation, meals, modes of transport, activities and the route we take on a journey. We reserve the right to change any aspect of a journey as a result of unforeseen circumstances or circumstances beyond our reasonable control, which makes us unable to operate a journey as planned. In the event a change is made to any aspect of a journey as a result of unforeseen circumstances or circumstances beyond our reasonable control, any expenses that arise as a result of the change are payable by you. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including, but not limited to, travel insurance excess or non-refundable flights. Tours can be cancelled at short notice if weather conditions are deemed unsuitable or unsafe. InStyle Adventures will endeavour to inform passengers as soon as possible and will rely on Published Closures / Bureau of Meteorology / Local Knowledge & Advice. If the tour is affected by weather conditions, road access and or closures after commencement of the tour any additional costs for passengers to return to original place of departure or scheduled destination (Eg: Charter flight / additional accommodation / meals) or ancillary costs (Eg: Onward flights / accommodation) are the responsibility of the passengers. Travel insurance is highly recommended.

### **Inclusions**

The land price of your journey includes:

All accommodation as listed in the Itinerary

All transport listed in the Itinerary

All sightseeing and meals as listed in the Itinerary

The services of a driver guide / tour leader as described in the Itinerary

### **Exclusions**

The land price of your journey does not include:

International or internal flights unless specified

Airport taxes and excess baggage charges unless specified

Meals other than those specified in the Itinerary

Visa and passport fees

Travel insurance

Optional activities and sightseeing and all personal expenses

### **Single supplement price**

The accommodation on our journeys is based on double / twin occupancy with a minimum of 2 guests. If you are travelling solo we will require you to pay the single supplement as advised at time of booking.

### **Age & family journeys**

Minimum: General Policy: For the majority of our journeys the minimum age for children is 5 – although children of a younger age will be considered on a case by-case arrangement. An adult who is responsible for the child's day-to-day care must accompany all travelers under the age of 18. Many of our journeys are 'family friendly' and travel in the region is enlightening for children however we do travel to remote areas and the 'usual' entertainment may not be readily available. Please note although we will request we cannot guarantee triple or joining rooms for families

Maximum: General Policy: For the majority of our journeys we have no upper age limit though we remind you that our trips can be physically demanding and a Self-Assessment form may be required for all passengers 70 years and over.

### **Travel insurance**

Travel insurance is strongly advised for all In WA Adventure travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of \$200,000 for each of the categories of cover. We also strongly recommend it cover's cancellation, curtailment, personal liability and loss of luggage and personal effects. You should provide written proof of your travel insurance (including policy coverage, number, validity & insurance company 24 hour emergency contact telephone number) on the first day of your journey. If you are utilizing travel insurance as supplied by your Credit Card Provider it should meet the above criteria.

### **Flexibility**

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

### **In WA Adventures Adventures Driver / Guide / Tour Leader**

The decision of the Driver / Guide / Tour Leader is final on all matters likely to affect the safety or wellbeing of any person participating on the journey. If you fail to comply with a decision made by the tour leader, or interfere with the wellbeing of the group, the tour leader may order you to leave the journey immediately, with no right of refund. We may also elect not to carry you on any future journeys booked.

### **Acceptance of risk - adventure travel**

You acknowledge that the nature of the journey is adventurous and participation involves a degree of personal risk. Some of the regions we visit are remote and some have standards of infrastructure, transport and medical care that may not be the same as the standards you are used to. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel.

### **Force majeure**

If we are unable to perform or are delayed in performing an obligation under this agreement which is caused by or which arises or results from any cause outside our reasonable control which could not have been prevented or avoided by us taking

all reasonable steps (a force majeure event), we will not be responsible for any loss or expense suffered or incurred by you as a result of, and to the extent that, we are unable to perform or are delayed in performing our obligations because of a force majeure event.

#### **Limitation of liability**

We contract with a network of tour operators, accommodation providers, business, government agencies and individuals to assist in the running of our journeys as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

Any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a journey, or any breach of the Booking Terms and Conditions, is excluded;

You release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a journey; and

Any condition or warranty that would otherwise be implied by law into these Booking Terms and Conditions (Implied Warranty) is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

#### **Optional activities**

Optional activities not included in the journey price do not form part of the journey or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional an activity does not render us liable for them in anyway.

#### **Errors & omissions**

Although we have made a concerted attempt to verify the accuracy of statements made in our trip documentation including brochure, website and other associated notes supplied by us, we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

#### **Claims & complaints**

If you have a complaint about your journey please inform your tour leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

#### **Severability**

In the event that any term or condition contained in these Booking Term and Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

#### **Photos and marketing**

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

#### **Privacy policy**

Any personal information that we collect about you may be used for any purpose associated with the operation of a journey or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the journey. We will otherwise treat your details in accordance with our privacy policy.

#### **Applicable law**

The laws of the Western Australia, Australia govern these Booking Terms and Conditions to the fullest extent allowable. Any disputes in connection with a journey or these Booking Terms and Conditions must be initiated in the courts of Western Australia, Australia.

#### **Registered address**

InStyle Adventures Pty Ltd Trading as In WA Adventures, 9 Leichhardt Place, Broome, Western Australia, 6725, Australia  
ACN: 611 063 864

Updated 30<sup>th</sup> September 2019

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