

## **Terms & Conditions Of Booking**

### **Definitions:**

Tour/tours means – a tour arranged and organised by Sacred Earth Safaris.

Parent/Guardian means – the adult person responsible for the minor child attending a tour.

Minor child/children means – any person under the age of 18 years of age.

Once Sacred Earth Safari's Pty Ltd has confirmed the booking, we will need a 20 % deposit within 21 days. Full payment for all tours is required 60 days prior to tour departure. Some private charter tours may have different payment terms, depending on the individual hotel policies - you will be advised before you book. Bookings made within 45 days of travel must be paid in full, within 72 hours and, for bookings made within 72 hours of departure, full payment must be made upon booking (cheques not accepted in this instance). Payments can be made by credit card (Visa, Mastercard, Bankcard), direct bank deposit or cheque.

### **By making a deposit and/or full payment for a tour, you will be taken to accept these terms and conditions of booking.**

Cancellations must be received in writing.

Unless otherwise advised, cancellations for 2- 5 day tours will incur the following charges:

- Cancellations outside 45 days - no charge
- Cancellations between 45 and 30 days prior to tour departure – incur 50% total tour cost
- Cancellation within 30 days prior to tour departure - no refund

Unless otherwise advised, the following charges apply for extended scheduled and private charter tours over 5 days:

- Cancellations between 90 and 60 days prior to tour departure – incur 50% total tour cost
- Cancellation within 60 days prior to tour departure - no refund

### **\*\*\* Sacred Earth Safari's Pty Ltd strongly recommend purchasing travel insurance \*\*\***

While Sacred Earth Safari's Pty Ltd will take every reasonable step to ensure the tour runs as per the itinerary, we operate in outback and remote areas and certain circumstances are out of our control. These include but are not limited to, cultural reasons, road and weather conditions, floods and other acts of nature, ill health or injury of tour guide or clients, acts or threats of war or terrorism, failure of machinery or equipment beyond our control.

We cannot be held responsible or liable for alterations or cancellations to touring due to these circumstances and any expense (including but not limited to missed flights or connections) incurred by the client is the responsibility of the client. We cannot guarantee exact departure or arrival times.

We accept no liability for the loss or damage to personal articles, including luggage.

Clients accept that tours include participation in activities which may involve certain risks and dangers beyond the control of Sacred Earth Safaris Pty Ltd. Such activities containing risks

include but are not limited to, bush walking, swimming, and travelling in remote undeveloped locations.

Clients accept that some itineraries include visits to and overnight stays in areas located some distance from hospitals, medical centres or other forms of professional medical facilities. We accept no liability for medical evacuations.

Clients accept that it is their responsibility to ensure that their health is in a state which will allow them to enjoy the tour and successfully complete the activities that the tour offers. A good level of fitness and health is required to participate on Sacred Earth Safaris Pty Ltd tours.

Sacred Earth Safaris Pty Ltd will take all reasonable steps to provide an enjoyable tour. However, no liability will be accepted for any loss of enjoyment experienced by clients due to circumstances which are out of our control.

**We strongly recommend all clients organise travel insurance for these purposes and no refund will be given.**

Clients with special needs are welcome on our tours provided they are accompanied by an able bodied companion and do not require special assistance from Sacred Earth Safari's Pty Ltd personnel. Sacred Earth Safari's Pty Ltd has limited services for people with special needs and parts of the itinerary may be unsuitable. Tour vehicles are not equipped with wheelchair ramps and wheelchairs and walkers cannot be carried on vehicles, due to space limitations. Sacred Earth Safari's Pty Ltd must be advised of any special needs upon booking. It is the customer or agents responsibility to advise us of your circumstances to ensure the selected tour is suited to your individual needs. Sacred Earth Safari's Pty Ltd is not responsible for any loss of enjoyment, loss of touring or loss of monies should the customer be unable to participate in the tour or in any or all of the activities. Any costs incurred as a consequence of the customer's need to return home as a result of non-disclosure are the customer's sole responsibility. Please contact us for further information.

Sacred Earth Safari's Pty Ltd must be notified of any dietary requirements or allergies before booking so that we are able to maximise passengers' enjoyment of their tour. We cannot be held responsible for the passengers or agents failure to provide this information and any inconvenience, additional cost or loss of enjoyment to the client. Sacred Earth Safari's Pty Ltd is happy to cater for vegetarians and passengers with medically diagnosed conditions such as celiacs disease, lactose intolerance and allergies, but are unable to cater for lifestyle choices.

Sacred Earth Safari's Pty Ltd reserves the right to refuse carriage to anyone who may require services and facilities that we cannot guarantee will be available, anyone who (in the opinion of Sacred Earth Safari's Pty Ltd personnel) is deemed incapable of caring for themselves, a hazard to other passengers, the tour guide or themselves and anyone who is deemed to be objectionable to other passengers or Sacred Earth Safari's Pty Ltd staff. Sacred Earth Safari's Pty Ltd has a strict anti-bullying policy and will not tolerate bullying or abuse of any kind towards other passengers or towards Sacred Earth Safari's Pty Ltd staff. Sacred Earth Safari's Pty Ltd will not be held responsible for expenses incurred by the client resulting from the client being refused embarkation or from being precluded from completing the tour.

Some of the activities we offer on tour, such as cruises and helicopter flights, are not operated by Sacred Earth Safari's Pty Ltd or any persons associated with Sacred Earth Safari's Pty Ltd. The client assumes all risk associated with these activities, such as injury, death, delay or loss.

## **Tour Fares**

All tour fares quoted in (wherever this information is contained) are in Australian Dollars (A\$) and include Australian Goods and Services Tax (GST). The tour fares quoted are valid until 31/03/2018. The tour fares quoted are per person twin share. Single supplements are applicable for single travellers.

A minimum of 6 passengers is required for scheduled tour departures, unless otherwise stated or pre arranged. Scheduled tours carry a maximum of 15 passengers, unless otherwise stated or pre arranged. This does not extend to any sub tour or activity that may be included in your tour, such as cruises, scenic flights etc, where there may be people, other than our passengers, participating.

## **Luggage Limits**

Each passenger is entitled to take one medium size soft bag weighing no more than 10kg for tours under 6 days and 15kg for tours of 7 days and over. Soft bags / cases are preferred for all tours and each item of luggage must not weight more than 15kg. Items over 15kg will not be lifted by Sacred Earth Safaris crew. Passengers may also take on board the tour vehicle one item of hand luggage to be stored in the rear section of the vehicle. The weight of any hand luggage is not to exceed 4kg per person. 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. Passengers need to bring luggage that they are able to carry or pull along themselves, as portage is often not available. If you have a special need and require assistance with luggage, please indicate this on your booking form.

## **Passenger participation**

Tours require some assistance, though minimal, from passengers in order to maintain the itinerary and maximise enjoyment for all on the tour. Without any assistance from passengers, the itinerary may be impacted.

Sacred Earth Safari's Pty Ltd tours are run by a tour guide. The decision of the tour guide is final on all matters including those likely to affect the safety or wellbeing of any person participating in the trip. If you fail to comply with a decision made by a tour guide, or interfere with the wellbeing, mobility or legal responsibility of the group, the tour guide may direct you to leave the trip immediately, with no right of refund. If you, your child or anyone else in your group are unable or unwilling to accept instruction from a tour guide, please do not come on our tour.

Smoking and eating in the tour vehicle is not permitted as per government regulation.

There is no power available in the safari tents at some of the permanent camps we use (depending on the location) so we cannot guarantee power will always be available for medical equipment requiring power. Please contact us, before booking, if you need to bring on tour with you medical equipment that requires power, so we can discuss options.

## **Child policy**

Subject to the strict conditions below Sacred Earth Safaris offers scheduled and private tours and are happy to carry children on all departures.

For scheduled Kimberley and Outback South Australia tours, the minimum age is 10 years of age. Our concern is for the comfort of your child as well as the comfort and enjoyment of fellow adult passengers.

On private tours we're happy to carry children aged 4 and upwards through the Top End and South Australia and aged 10 and upwards, on Kimberley, Pilbara and West Coast and Outback South Australia, tours. We will design the itinerary, in consultation with each group, to minimise distances travelled each day and include child friendly activities.

The Top End and Kimberley regions are large and on some days, require significant time travelling (though we stop regularly for breaks). Some places we visit and stay at, especially in the Kimberley, are remote and have minimal facilities. Our guides will do what they can to educate and/or entertain children, consistent with their responsibilities to other passengers but it's the parent/guardian's responsibility to support and encourage appropriate involvement and to supervise their child's behaviour.

Sacred Earth Safaris guides are not qualified child care workers and during all touring, are unable to accept responsibility for children's care without parental supervision.

Sacred Earth Safaris accept no liability for any loss of enjoyment experienced by clients due to their child/children being uncomfortable in a tour environment and no refund or compensation will be issued for early disembarkation of the tour.

Parents or Guardians of the minor children acknowledge -

- i) that they are fully aware of and assume all the risks (including but not limited to the risk of serious bodily injury, property loss or damage) of the said minor children at all times;
- ii) that they are liable for the minor child/children's behaviour and participation in recreational activities during the tour and recognise and acknowledge it is the parent /guardians responsibility to ensure that the said minor child/children participates only in those activities for which he/she has the required skills, qualifications, training and physical conditioning.

Sacred Earth Safaris shall have no responsibility to pay for medical treatment and related costs if said minor child/children is/are injured.

The parent/guardian assumes all the risks and responsibilities surrounding the minor child/children's participation on the tour and to the fullest extent allowed by law, holds harmless and agrees to indemnify Sacred Earth Safaris, its officers, directors, faculty, staff, volunteers, employees and agents, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which said minor child may suffer or for which said minor child may be liable to any other person, related to said minor child's participation in recreational activities at or on the tour resulting from any cause whatsoever, and regardless of fault.

The parent/guardian of the minor child agrees and accepts that no oral or written representations can or will alter the contents of this condition of booking and agree that this agreement shall be governed by the laws of the Northern Territory of Australia.

**Before you book, please consider whether your child is comfortable in a small group Outback tour environment.**

### **Customer Feedback**

If a problem occurs during your tour or you are dissatisfied with any aspect of your tour, then in your own best interests, you should advise your Sacred Earth Safaris Pty Ltd tour guide immediately so that steps can be taken to resolve the matter there and then. Alternatively you can call our office. If you remain dissatisfied, any complaint must be made in writing to us within 30 days.