



## **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.

Client / clients means- you

Activities- means boomerang throwing, spear throwing, walking, swimming, canoeing, taking cruising, scenic flights and helicopter flights and others

Bookings are only considered to be confirmed once a completed Booking Form is returned to Sacred Earth Safaris Pty Ltd including a signature to accept the booking Terms and Conditions. Only the passengers listed on the booking form are confirmed to travel. Substitutions and additional passengers are not permitted to travel unless agreed in writing by Sacred Earth Safaris Pty Ltd and upon any additional fees and charges to Sacred Earth Safaris Pty Ltd from the client being received.

Once Sacred Earth Safaris Pty Ltd has confirmed the booking, we will need a 20 % deposit within 14 days. For tours longer than 5 days, a further 30% is due 90 days prior to the tour departure and final 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 prior to tour departure – admin charge of \$50 per person applies
- 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
- Disembarkation from tour once the tour has started- no refund

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

- Cancellations outside of 90 days prior to tour departure – admin charge of \$50 per person applies
- 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
- Disembarkation from tour once the tour has started- no refund

COVID cancellations are only valid when Government enforced travel restrictions including border closures, are in place, preventing travel, and are valid only in the 2 weeks before travel is due to start. In the event of a COVID cancellation, you'll receive a credit, less any fees we incur.

Our vaccination policy applies in the absence of mandated state-based health orders and/or other Government directives.

Sacred Earth Safaris crew are fully vaccinated.

Guests with any symptoms of Covid in the 72 hours prior to travel will be requested not to travel until they have received (and can show Sacred Earth Safaris staff) a negative PCR test.

**\*\*\* Sacred Earth Safaris Pty Ltd strongly recommend purchasing travel insurance including cover if you need to cancel for COVID related reasons\*\*\***

While Sacred Earth Safaris 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, force majeure, cultural reasons, road and weather conditions, floods and other acts of nature, ill health or injury of tour guide or clients, acts of God, industrial action or commercial flight disruptions, acts or threats of war or terrorism, failure of machinery or equipment beyond our control.

Sacred Earth Safaris Pty Ltd shall not be held responsible or liable for injury, loss, damage, inconvenience, alterations or cancellations to touring due to force majeure or any circumstance out of our control 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.

Sacred Earth Safaris Pty Ltd accept no liability for the loss or damage to personal articles, including luggage.

By making a booking and payment to Sacred Earth Safaris Pty Ltd, clients accept the following :

a/ 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;

b/ 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;

c/ 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; and

d/ clients who elect to participate in activities during the tour hereby agree to indemnify, release and forever hold harmless Sacred Earth Safaris Pty Ltd and it's employees, officers, contractors and agents from any claims for any loss or damage arising out of or in any way connected with the activities;

e/ Clients agree that the indemnity referred to herein will operate and may be pleaded as a bar to any Claims, actions, demands or legal proceedings instituted by them in respect of any matter arising out of or in any way connected with the activities.

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 Safaris Pty Ltd personnel. Sacred Earth Safaris 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 Safaris 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 Safaris 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 Safaris Pty Ltd provide some meals while on tour. The number of meals and type of meals provided varies from tour to tour and are listed on each tour itinerary. Some meals are taken in cafes or restaurants, some are pre-purchased takeaway meals from food outlets and some meals are prepared by Sacred Earth Safaris Pty Ltd staff "on the go". These include, but are not limited to, picnic style meals. If you have any concerns about any meals, Sacred Earth Safaris Pty Ltd must be notified before booking. Sacred Earth Safaris 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 Safaris Pty Ltd is happy to cater for vegetarians and passengers with medically diagnosed conditions such as coeliacs disease, lactose intolerance and allergies, but are unable to cater for lifestyle choices.

Sacred Earth Safaris 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 Safaris Pty Ltd personnel) is deemed incapable of caring for themselves, a hazard to other passengers, the tour guide or themselves and anyone who is, in the judgement of Sacred Earth Safaris Pty Ltd staff, abusive or bullying to other passengers or towards Sacred Earth Safaris Pty Ltd staff. Sacred Earth Safaris 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 Safaris Pty Ltd staff. Sacred Earth Safaris 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, on the grounds of abusive or bullying behaviour. Sacred Earth Safaris Pty Ltd will not be held responsible for expenses incurred by the client resulting from the client choosing to disembark the tour once the tour has started. Once the client has left the tour for any reason, they will not be able to join the tour again at a later stage, unless agreed in writing by Sacred Earth Safaris Pty Ltd.

Some of the activities we offer on our tours, such as cruises and helicopter flights, are not operated by Sacred Earth Safaris Pty Ltd or any persons associated with Sacred Earth Safaris 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 31/03/2024. The tour fares quoted are per person twin share. Single supplements are applicable for single travellers.

A minimum of 8 passengers is required for scheduled tours, unless otherwise stated or pre arranged. 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 / soft sided suitcases 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 portorage is not available. If you have a special need and require assistance with luggage, please

indicate this on your booking form. It is the passengers responsibility to arrange storage of any excess luggage that cannot be taken on the tour.

### **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 Safaris Pty Ltd tours are run by a tour guide. The decision of the tour guide is final on all matters including but is not limited to, those likely to affect the safety or wellbeing of any person participating in the trip. If you fail to comply with instructions, including those relating to time allocated for each activity, or a decision made by a tour guide, or interfere with the wellbeing, mobility or legal responsibility of the group, the tour guide may, at their absolute discretion, direct you to leave the trip immediately, with no right of refund or recourse as against Sacred Earth Safaris Pty Ltd. On private tours, if you fail to comply with instructions relating to time allocated for activities, Sacred Earth Safaris Pty Ltd reserves the right to alter the itinerary, including the removal of activities from the itinerary, for logistical and safety reasons. 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 , eating and standing up in the tour vehicle is not permitted as per Government regulation.

Sacred Earth Safaris Pty Ltd operate in outback and remote areas and power is not guaranteed to be available every night. Please contact us, before booking, if you need to bring on tour with you medical equipment that requires power, so we can discuss options, however, no guarantee is made by Sacred Earth Safaris Pty Ltd that we can meet your specific requirements.

The outback and remote areas in which Sacred Earth Safaris Pty Ltd operate, have varying levels of bathroom facilities and in some areas there are no bathroom facilities at all. Sacred Earth Safaris Pty Ltd are not responsible for the lack of, the standard or the management of these facilities in any way and the facilities may change without any notice given to Sacred Earth Safaris Pty Ltd. If you have any concerns or special needs in relation to bathroom facilities, please contact us, before booking, so we can discuss options. However, no guarantee is made by Sacred Earth Safaris Pty Ltd that we can meet your specific requirements.

### **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 South Australia tours up to 5 days, the minimum age is 8 years. For all other tours the minimum age is 10 years otherwise stated or pre arranged. 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 8 and upwards. We will design the itinerary, in consultation with each group, to minimise distances travelled each day and include child friendly activities.

Some of the regions we tour to are vast and on some days, require significant time travelling (though we stop regularly for breaks). Some places we visit and stay at 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.

Sacred Earth Safaris Pty Ltd complies with the Australian Consumer Laws.