

# Terms & Conditions of Travel

## AUD (2020/2021)

**Please take the time to read and understand the conditions of booking set out below prior to booking a trip with us. We strongly recommend that you also read the Trip Notes relating to your trip prior to booking to ensure that you understand the itinerary, style, and physical demands of the trip you are undertaking.**

### **COVID-19 – Amendment: Outback Tour Services Booking Conditions**

As a result of the measures put in place in response to COVID-19 it is necessary for us to make some changes to our trips and to the booking conditions that apply to those trips.

#### **EXISTING BOOKINGS**

**For existing bookings departing before 30 June 2020 the following special conditions apply:**

##### **Cancellation of trips by us**

If we do not operate your departure, you can then either amend your booking to another departure or receive a travel credit with us to the value of 110% of the value of your original booking. This travel credit can be applied to any Outback Tour Services trip taken before 30 April 2022.

##### **Changes by you**

You may reschedule your booking for an alternative departure date at no cost. Please notify us at least 72 hours prior to your time of departure.

#### **NEW BOOKINGS**

**Until 30 June 2020 the following special conditions apply to all new bookings:**

##### **Booking Amendments**

You may reschedule your booking for an alternative departure date at no cost if you make your request at least 21 days prior to your scheduled departure date.

##### **Cancellations**

You may cancel your trip at any time up to 21 days before the scheduled departure date and receive travel credit with us equal to 100% of the value of your original booking. This travel credit can be applied to any Outback Tour Services trip taken before 30 April 2022.

#### **1. Our contract**

All direct bookings are made with Outback Tour Services Pty Ltd (ABN 29 166 656 613) trading as Outback Tour Services Pty Ltd (us/we). By booking a trip with us you are deemed to have agreed to these Booking 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.

#### **2. Validity**

Dates, itineraries and prices are valid from 01 April 2020 until 31 March 2021. Beyond 30 March 2021 dates, itineraries and prices are indicative only.

#### **3. Deposit requirement**

You are required to pay a non-refundable deposit of \$250 per person per trip for your booking to be confirmed. If your booking is made within 56 days of the departure date then the full amount is payable at the time of booking. Please note that a higher deposit is required for some selected trips. 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.

#### **4. Acceptance of booking & final payments**

If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your deposit. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 56 days before the departure date. If this balance is not paid on or before the due date, we reserve the right to treat your booking as cancelled.

#### **5. Your details**

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a Self-Assessment form. Your booking cannot be confirmed without provision of these details.



**Outback Tour Services**

Proudly NT owned and operated

**For more information on Australian Outback Tours, please contact:  
Phone: +61 8 8950 9900 Website: [outbacktourservices.com.au](http://outbacktourservices.com.au)  
Email: [reservations@outbacktourservices.com.au](mailto:reservations@outbacktourservices.com.au)**

*For tour notes please visit our website. All tours are fully accredited.*

Prices are valid from March 2020 to 31 March 2021

## 6. Cancellation by the traveller

If you cancel some or all portions of your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

- » 30 days or more prior to departure, we will retain the deposit;
- » Between 15 and 29 days prior to departure, we will retain 50% of the total booking cost
- » 14 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

Note that different cancellation conditions apply to some trips and additional services. Your booking consultant will advise if differences apply. Please note that for certain travel arrangements the cancellation charge may be higher than those shown. In certain cases, a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. You will be advised of different cancellation charges at time of booking. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced, we are not obliged to make any refunds for unused services.

If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third-party tour and transport operator fees.

## 7. Cancellation by us

We may cancel a trip at any time up to 30 days before departure, subject to clause 13. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability, or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control, refunds will be less any unrecoverable costs. We are not responsible for any incidental expense that you may have incurred as a result of your booking including but not limited to, visas, vaccinations, travel insurance excess or non-refundable flights. Please note that different cancellation conditions may apply to some styles of trips; your booking consultant will advise if differences apply.

## 8. Booking amendments

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 30 days prior to the proposed departure date. A fee of \$150 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 30 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur a \$100 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

## 9. Inclusions

The land price of your trip includes:

- » All accommodation as listed in the Trip Notes
- » All transport listed in the Trip Notes
- » Sightseeing and meals as listed in the Trip Notes
- » The services of a group leader as described in the Trip Notes

## 10. Exclusions

The land price of your trip does not include:

- » International or internal flights unless specified
- » Kitty as specified in the Trip Notes
- » Airport transfers, taxes and excess baggage charges unless specified
- » Meals other than those specified in the Trip Notes
- » Visa and passport fees
- » Travel insurance
- » Optional activities and all personal expenses

## 11. Prices & surcharges

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip may have been charged different prices. Your best option if you like the price you see is to book at that time. Once you have received a quote the price will be locked in provided you pay the required deposit prior to the quote's expiry. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on our website. We reserve the right to impose surcharges up to 56 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if Government action should require us to do so. In such instances, we will be responsible for the amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking. Please note that a levy of up to 2.35% may be applied to all purchases made by credit card.

## 12. Age & health requirements

A minimum age at the time of travel applies to many of our trips – please see specific Trip Notes for details. For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. All travellers under the age of 18 years must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18 years, appointed by their legal guardian. The legal guardian or their designee will be responsible for the day to day care of the traveller under the age of 18 years. Please note, families

must upgrade from dorm-share accommodation to private rooms where applicable. We cannot guarantee triple or adjoining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

### **13. Small groups & combination trips**

Our trips are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. This means at times we can operate with small groups. Many of our trips are designed to fit with other departures to create a longer "combination" trip; this means that some of your group may have already been travelling together for some weeks when you commence your trip. If you would like to know how many people are booked on your trip or any combination trip it is part of, please ask prior to making your booking.

### **14. Passport & visas**

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Trip Notes for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

### **15. Travel insurance**

Travel insurance is compulsory for all our 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 US\$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip; you will not be able to join the trip without it. If you obtain travel insurance through us you acknowledge that you are satisfied with the level of insurance we have arranged.

### **16. 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.

### **17. Change of itinerary**

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change, we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered. After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances, the additional cost of any necessary itinerary alterations will

be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

### **18. Authority on tour**

Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

### **19. Acceptance of risk**

You acknowledge that the nature of the trip is adventurous, and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from Government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks associated with such travel.

### **20. Limitation of liability**

We contract with a network of companies, Government agencies and individuals to assist in the running of our trips 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 trip, or any breach of the Booking 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 trip; and any condition or warranty which would otherwise be implied by law into these Booking 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.

### **21. Optional activities**

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

## **22. Claims & complaints**

If you have a complaint about your trip please inform your group 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.

## **23. Severability**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than 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.

## **24. Photos & 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.

## **25. Privacy policy**

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip 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 Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

## **26. Applicable law**

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

## **27. Registered Address**

Outback Tour Services Pty Ltd  
12 Power Street  
Alice Springs NT 0820