

## Booking terms and conditions

The following terms and conditions apply to tours booked and carried out by and trading as Albany Whale Tours & Sail-A-Way Catamaran Charter; Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours, Albany WaveRider Tours.

### 1. TRAVELLER RESPONSIBILITIES:

- a. Prepare by bringing the following: Suitable walking shoes for uneven terrain, long trousers, warm jacket suitable in wet weather, 'beanie', and/or hat, sunscreen is recommended.
- b. You accept the physical risks that present on tour.
- c. Must not commence the tour if you are unfit or become unfit to participate in the tour by reason of ill-health or injury:
- d. Is responsible for the safe keeping against loss & protection against damage of all personal effects of the traveller except where items have been deposited into the safekeeping of your accommodation provider. And
- e. Must take out travel insurance covering tour cancellations, inability to travel or continue with the tour (for whatever reason), loss or damage to personal effects, medical evacuation and repatriation expenses, and accidental death or disability:

2. TOUR OPERATOR RESPONSIBILITIES that being Albany Whale Tours & Sail-A-Way Catamaran Charter, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours & Albany WaveRider Tours.

In accepting a tour booking the said operator agrees;

- a. That the traveller's pre-payment will be held in trust until after the travel and accommodation services have been provided.
- b. To maintain liability and indemnity insurance to cover the liabilities of travellers (note: Travellers are advised to rely on their own travel insurance in almost all circumstances and instances whereby injury, loss or damage is suffered to themselves or their effects):
- c. To maintain licenses and permits to carry out travel arrangements.

3. CANCELLATION: The traveller acknowledges that for cancellations that are:

- a. more than 7 days prior to tour departure date –the traveller must pay a fee of 10% of the tour price:
- b. more than 48 hours but less than 7 days prior to tour departure – the traveller must pay a fee of 30% of the tour price.

4. GENERAL CONDITIONS: The traveller and the Tour Operator being Albany Whale Tours & Sail-A-Way Catamaran Charter, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours and Albany WaveRider Tours agree that:

- a. a binding contract incorporating these terms and conditions exists when the said Tour Operator confirms the travellers booking, which it will do on receipt of the pre-payment or tour cost (as the case maybe)"
- b. full payment of the tour price is required prior to the commencement of the tour unless otherwise specified:
- c. where accommodation is provided it is twin share, and single occupants must pay a single room supplement.
- d. a reservation will lapse if the traveller does not pay the deposit or the tour cost booked by the due date for the relevant payment"
- e. the price payable by the traveller is GST inclusive, unless otherwise stated:
- f. a minimum of twelve travellers is required for a tour on Sail-A-Way and a minimum of 6 travellers on the WaveRider & the said Tour Operator may cancel a tour if that minimum number of travellers is not met. Where possible the Tour Operator will accommodate the single traveller by joining them on another tour.
- g. If a force majeure circumstance necessitates cancellation of the tour then:
  1. the traveller must rely upon any travel insurance they hold for compensation: and
  2. where possible, the Tour Operator will substitute an itinerary with similar experiences.
- h. The said Tour Operator reserves the right to notify the traveller of alterations, amendments and cancellations to the tour, in accordance with these terms and conditions.
- i. With the exception of Christmas Day, tours are carried out daily subject to the minimum numbers of travellers, availability of accommodation, of transport, guides the Tour Operator reserves the right to cancel the tour and refund the tour price, or to defer the tour to another day suitable to itself and the traveller, in the event that it is unable to proceed with a booked tour on a particular day or days:
- j. that the Tour Operator reserves the right to substitute vehicles and accommodation with vehicles and accommodation of a similar standard:

Continued.

k. no refund will be made to the traveller for unused services booked: and

l. travellers are bound by these terms and conditions by the booking in their own right or having a booking made on their behalf by another person from the time of the booking.

5. COMPLAINTS: Traveller complaints will be dealt with as follows:

a. travellers should make all complaints directly to the Tour Operator in writing if possible, or verbally, immediately after the event leading to the complaint, to give Albany Whale tours & Sail-A-Way Catamaran Charter, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours and Albany WaveRider Tours the opportunity to investigate or remedy the complaint: and

b. The Tour Operator will not accept responsibility for complaints received more than 14 days after an event leading to the complaint occurs:

6. LIABILITY, RESPONSIBILITY, LIMITATION & JURISDICTION:

a. The Tour Operator is not responsible for the actions, defaults or negligence of any travel or accommodation providers it engages for the purposes of the tour, except where the loss or damage arises from the specific direction given by the Tour Operator to those providers. Travellers should direct all claims to those providers and be aware that they are bound by the conditions of travel or accommodation imposed by those providers.

b. The traveller is responsible for all loss or damage arising through his or her own fault.

c. Albany Whale Tours & Sail-A-Way Catamaran Charter, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours and Albany WaveRider Tours will not be liable for any illness, injury or death sustained on a tour by reason of the traveller's medical condition.

c. Albany Whale Tours & Sail-A-Way Catamaran Charters, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours & Albany WaveRider Tours will not be responsible for, and the traveller releases Albany Whale Tours & Sail-A-Way Catamaran Tours, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours and Albany WaveRider Tours from any liability arising out of any medical condition suffered by the traveller during the tour or as a consequence of the tour.

d. The traveller indemnifies and holds harmless Albany Whale Tours & Sail-A-Way Catamaran Charter, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours and Albany WaveRider Tours and its officers, employees and suppliers against all actions, proceedings, claims, demands, expenses and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against the Tour Operator above mentioned) as a result of, or arising in relation to, whether directly or indirectly, the traveller booking or participating in the tour or act or omission by the traveller in relation to the tour.

e. To the maximum intent of the law, all implied conditions and warranties regarding the provision of services by the said Tour Operator under these terms and conditions are excluded. The said Tour Operator's liability in relation to any non-excludable conditions or warranties is limited to (at Albany Whale Tours & Sail-A-Way Catamaran Charters, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours and Albany WaveRider Tours option) either delivering the services again, or paying the cost of providing similar services again. In any event the said Tour Operator's total liability under this agreement (including for loss or damage to baggage, compensation for distress, disappointment and loss of enjoyment) will be limited to the amount of the tour price actually paid by the traveller to the said Tour Operator.

f. To the maximum extent permitted by law, the said Tour Operator excludes, and the traveller releases Albany Whale Tours & Sail-A-Way Catamaran Charter, Breaksea Island Tours, Albany Wildlife Tours, Albany Water Tours & Albany WaveRider Tours from all other liability, including without limitation any consequential or special damages or costs, arising directly or indirectly from or in relation to the services provided with these terms and conditions.

g. Any booking shall be subject to and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of Western Australia.