

Booking & Tour Terms & Conditions

1. Introduction

These are the Terms and Conditions under which you book your tour with Ancient Land Tours. Once you make a payment towards your tour, you become bound by these Booking and Tour Conditions, so it is important that you read them carefully. Ancient Land Tours means Ancient Land Tours Pty Ltd. You are entering into this contract with Ancient Land Tours Pty Ltd ABN 94 616 968 300.

Certain laws such as the Competition and Consumer Act 2010 (Cth) and any applicable state-based consumer legislation (from here known as 'consumer laws'), are in place for your protection. They are designed to ensure our services are provided with due care and skill and are reasonably fit for a tour. These Booking and Tour Conditions do not alter any protection given to you by consumer laws.

2. Tour itineraries are not guaranteed

Many factors may affect our ability to provide any particular itinerary. These include weather, mechanical difficulties, civil unrest, or other unforeseen circumstances. We agree to use reasonable endeavours to provide a tour in accordance with our published schedules and itineraries. However, **we do not guarantee itineraries and they do not form part of your contract with us.** If we are unable to operate in accordance with our published itinerary, we may in some circumstances offer you assistance or compensation in accordance with clause 18.

3. Bookings

If you decide to make your Ancient Land Tours booking through a registered travel agent, any amendments or enquiries on the booking will need to be made by your travel agent.

A booking, and payments on a booking, can only be made by a person aged 18 years or over.

4. Your agreement with us

When you first make a payment towards your tour, you represent that you have authority from all participants on your booking(s) to accept our Booking and Tour Conditions on their behalf. Parents / legal guardians accept the Booking and Tour Conditions on behalf of their children, including those who travel on a separate tour. Once we have received payment on a booking, a legally binding agreement on these Booking and Tour Conditions becomes effective between all participants on the booking(s) and Ancient Land Tours.

5. Payments

Your booking is not secure until we have received a deposit. If your deposit as indicated on your booking confirmation is not received within three (3) working days, your booking will be cancelled automatically.

Final Payment due 56 days prior to tour departure.

Please ensure you check the payment conditions, including the deposit requirements, at the time of booking as some promotional fees may have specific payment conditions that may differ from those listed above. Some promotional fees may also require full payment at the time of booking. Your deposit and final payment due dates will be indicated on your booking

confirmation. If we have not received your deposit or final payment by the due date, the booking will be cancelled automatically and our Cancellation and Refund policy will apply in accordance with clause 6.

When booking through a travel agent, they may have different payment conditions. Please check with your travel agent at the time of booking.

6. Cancellation and Refunds

Although we would love to see you on our tour, we understand that plans can change. Should you need to cancel your booking, we ask that you notify your travel agent or our Customer Service & Sales team at your earliest convenience. The refunds or cancellation charges that will be payable depend on the amount of notice you give us, as follows:

| Days prior to tour departure | Cancellation charge |
|-------------------------------------|--|
| 5 days or more | \$0 (Full refund provided, except for booking fees e.g. card fees) |
| Between 5 days and 48 hours | 20% of the total fee |
| Less than 48 hours | 100% of the total fee |

Please note, your Travel Agent and promotional fees may have different cancellation and refund conditions. Please ensure you check these at the time of booking.

7. Travel Insurance

If you are not covered by Australian Medicare we strongly recommend you purchase appropriate travel insurance at the time you pay your deposit. If you do not purchase travel insurance you may not be able to recover cancellation charges, medical costs, repatriation, and other expenses that may be incurred if things do not go according to plan.

8. Fee Changes

Sometimes we will release promotional fees. These can be offered and withdrawn at any time. If after booking you decide to change to one of these promotional fees, you may need to cancel your existing booking and our Cancellation and Refunds policy outlined in clause 6 will then apply.

9. Name Changes

Once you have made your booking, please check your Booking Confirmation or with your travel agent to ensure the details are correct. Should you need to make changes to your booking (spelling corrections or to replace a participant), no administration fees will apply. One original participant from the booking must always remain.

If all original participants cancel / are replaced, the booking will be subject to applicable cancellation charges. If a cancelling participant was the only person who qualified the booking for a promotional fee (e.g., past participant fee), additional and remaining participants will no longer be entitled to this promotional fee. The booking will revert to a different fee and the remaining participants will need to pay the difference in cost, if any.

New participants added to bookings, and new bookings made within 48 hours of departure will be asked for ID information at the time of booking. Please note, we are unable to accept new

bookings or new participants on existing bookings after 5pm (South Australia time) two days prior to departure.

10. Pregnancy

Participants who are pregnant during their tour are required to supply a physicians 'fit to travel' note, including your estimated due date, prior to commencing the tour. We are unable to accept any participants who will have entered their 24th week or later of pregnancy, at the date of the tour.

11. Minimum age to travel

All participants must be aged 13 years or older. Children must be accompanied by a parent / legal guardian.

12. Children

Parents / legal guardians are responsible for children at all times. If a child displays dangerous or disruptive behaviour, the 'Rights of the Operator' under clause 20 will be applied to both parent / legal guardian and child.

13. Identification requirements for tours

Prior to departure a valid passport or government issued photo identification is required to be produced to the operator of the tour for verification. Accepted forms of government issued photo identification includes driver's licences, proof of age cards, and Government ID cards. A current Medicare card can be used for participants under 18 years of age.

14. Illicit and prohibited items

To ensure a safe and enjoyable tour for all our participants items which may pose a risk to the safety of participants and staff are not allowed to be brought on the tour: Alcohol, illegal drugs, illicit substances, flammable liquids, firearms, and weapons (including knives of any kind).

Any prohibited items found will be confiscated and, if appropriate, will be available for collection at the end of the tour. We can deny embarkation or disembark at any point of the tour any person in possession of any weapons or illicit substances. We may also hand these items over to law enforcement agencies.

15. Smoking

Smoking is not permitted on the tour.

16. Lost or damaged personal belongings

Please make sure that all valuable and important items, such as jewellery, medicines, fragile items, and camera / computer / electrical equipment are carried on your person and not left unsecured in the tour vehicle or elsewhere.

Any personal belongings left behind and not claimed within 3 weeks of the tour return may be donated to charity or destroyed.

Where consumer laws and other laws permit us to exclude our liability, we will not be liable for loss of, or damage to, any personal belongings, unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

17. Your Health

You must ensure that you are medically and physically fit for the activities that form part of the tour, and that such activities will not endanger yourself or anyone else. At the time of booking (or as soon as possible after booking), you must advise us if you have any medical or physical condition that will or may require medical attention, medication, or special treatment during your tour. We may also ask you to complete a health questionnaire.

If a participant has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person on the tour, we can refuse or cancel a booking. Such decisions will be made giving reasonable consideration to your circumstances and we will advise you of our decision as soon as possible. Where your booking is cancelled and you have provided us with a completed health questionnaire with all relevant information about your condition, you will be entitled to a full refund.

Participants with restricted or limited mobility, and those with medical conditions must be self-sufficient or travel with a carer or someone who can assist with activities. Our staff are unable to act as personal carers.

Please note that some locations on the tour may not be accessible to participants confined to a wheelchair or with significant mobility impairments.

Activities are carried out in areas with limited medical services. You hereby authorise Ancient Land Tours to take such action as is necessary (but without any obligation on Ancient Land Tours to do so) for the provision of medical services at your cost, including but not limited to, the arrangement of any medical evacuation service by air / road, the attendance of any doctor, nurse, paramedic or ambulance officer and any necessary hospital service. You must pay the costs on time to the provider of the services or reimburse Ancient Land Tours within seven days of demand.

18. Vehicle & Itinerary Changes

We will do everything we reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect your tour experience. This could include weather, mechanical difficulties, community unrest, or any other unforeseen circumstances.

In addition, we may charter all or part of the tour vehicle, or remove the vehicle from service where this becomes necessary. We may change the itinerary, vehicle or cancel the tour due to operational or commercial requirements. We will notify you of these changes as soon as we can. If we are forced to cancel your tour for any reason prior to departure we will provide a full refund. Since your itinerary is not guaranteed, please do not make any important arrangements or meetings based on the proposed itinerary.

Changes within our control

Where we make a significant change to your itinerary prior to departure and this is due to a circumstance within our control, for example for operational or commercial requirements you will have the choice of:

1. the new itinerary;
2. an alternative tour of comparable standard, if available; or

3. cancelling the tour for a full refund of your fee paid.

For the purposes of this clause, 'significant change' means the date or location of departure.

Changes outside our control

If it is necessary to change the itinerary due to safety, law, severe weather, to protect human life or health or other factors outside our control, we will attempt to offer a revised itinerary as close as possible to the original itinerary. We will not provide any compensation in connection with the revised itinerary unless consumer laws require otherwise.

19. Tag-a-long tours

Should your vehicle break down, Ancient Land Tours will use reasonable endeavours to assist with the recovery of the vehicle although is not obliged to do anything that would jeopardise the safety of any person or pose risk to property of Ancient Land Tours. The tour price does not include the cost of any vehicle repairs, towing expenses or any other third-party costs that may be incurred by you in order to continue the tour.

20. Travel restrictions and rights of the Operator

You are responsible for ensuring that no travel restrictions apply to you. If police or any other authority in any jurisdiction notify us of, or we otherwise become aware of, any matter that reasonably causes us to believe your presence on the tour presents a risk to your own health or safety or the health or safety of other participants and staff, we, or the Operator, may deny you boarding. A full refund will be provided to any participant denied boarding on this basis.

Once the tour has commenced, if a participant seriously affects the safety, well-being or enjoyment of themselves or any other person, the Operator has the right to confine, or disembark the participant. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Operator will always act reasonably in these circumstances, you accept that the safety, well-being, and enjoyment of everyone on the tour comes first.

21. 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 licence to use such images for publicity and promotional purposes.

22. Leaving the tour early

If you are required, or choose, to leave the tour for any reason (unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), we are not responsible for any expenses, including your return home. This also applies if you do not return to the tour vehicle in time for departure after visiting a location on foot. If we assist with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

23. Limitation of Liability

The Activity is inherently risky. To enable us to continue to provide the Activities, and for you and others like you to enjoy the Activities, it is necessary to limit our liability to you and others in the

event of you or others suffering injury, loss, damage, or death while participating in, or as a result of participating in, the Activity.

Risks of the Activity

The Risks of the Activity:

- Risk of being hit by vegetation or debris while in a motor vehicle;
- Risk of being injured while travelling in a motor vehicle including but not limited to falling out of the tour bus wholly or in part and suffering injury as a result;
- Risk of physical injury or death as a result of driving your own vehicle;
- Risk of physical injury or death as a result of walking through the bush including but not limited to, in and around caves;
- Risk of physical injury or death as a result of entering caves;
- Risk of being injured or killed by wild animals including, but not limited to, snakes, and spiders;
- Risk of food poisoning and allergic or other adverse physical or mental reactions to contacting bush flora and fauna;
- Risk of injury or death as a result of environmental extremes, or wildfire, or dehydration in remote places.

Acknowledgment and warranty

You hereby acknowledge that:

1. You have been supplied access to, and the opportunity to read, a copy of our Booking and Tour Terms and Conditions and voluntarily enter into a contract with us in accordance with those Terms and Conditions.
2. The Activity constitutes the supply of a Recreational Service by us to you.
3. The Activity is a dangerous activity which involves a significant risk of physical harm.
4. You are aware that you may be injured in performing the Activity.
5. Your being under the influence of drugs, alcohol or other mind-altering substances is likely to increase the risk to you of being injured or killed while undertaking the Activity.
6. The Booking and Tour Terms and Conditions exclusively records the entire agreement between you and us in relation to the Activity and your participation in it.
7. In addition to the Booking and Tour Terms and Conditions you have been provided with written and oral warnings regarding the Risks of the Activity as disclosed in the Booking and Tour Terms and Conditions as well as other, additional risks.
8. For tag-a-long tours, the tours are undertaken primarily on rough, unsealed roads through varying terrains including sand, gravel, mud, and creek crossings and are challenging, self-sufficient 4WD experiences that traverse remote areas.

You hereby warrant that:

1. Your participation in the Activity is voluntary and you have not been required by us to participate in the Activity.
2. You have accurately disclosed to us all relevant information, including about pre-existing medical conditions, that may affect the risk that you or any other person will suffer injury, loss, or damage.
3. You are not under the influence of drugs, alcohol, or other mind-altering substances.
4. Despite the risks that have been disclosed to you by the Booking and Tour Terms and Conditions, oral and written warnings you wish to participate in the Activity at your own risk.

For tag-a-long tours you further warrant that:

1. All drivers of your vehicle hold a valid open and unrestricted Australian driver's licence that permits operation of the class of your vehicle.
2. All drivers of your vehicle are responsible for your vehicle and the persons in that vehicle and acknowledge that the driver is required to demonstrate a duty of care to all other road users, members of the public and other tour participants.
3. All drivers of your vehicle will be liable for any offences incurred during the tour in relation to your vehicle.
4. You are responsible for the maintenance of your vehicle during the tour. This includes regularly checking batteries, water and oil levels, tyre pressures and air filters.
5. You are responsible for properly loading your vehicle and for taking proper precautions for the safe carriage of your load including dangerous goods like gas cylinders. You must ensure that you comply with all manufacturers' recommendations for the carrying of loads including trailers.
6. All drivers of your vehicle have sufficient driving experience and expertise to safely drive in those conditions and to maintain the pace of the tour;
7. Your vehicle is capable of handling those conditions and able to be driven at the pace of the tour;
8. Your vehicle is roadworthy and will at all times during the tour be registered under the laws of the State in which you live.
9. You have comprehensive vehicle insurance in addition to third-party insurance plus a premium roadside service cover with the relevant motoring body.

Limitation of liability for Recreational Services

Save for liability for significant personal injury caused by Reckless Conduct by us or our servants or agents, we exclude liability for all *Excluded Recreational Liabilities* arising out of the supply of *Recreational Services*.

Contributory Negligence

Our liability will be reduced in proportion to any negligence or fault on your part.

Notification of claims

You agree to use all reasonable efforts to report any complaints or claims during the tour, or otherwise bring the matter to our attention as soon as possible. You acknowledge that failure to bring any matter to our attention whilst on the tour will limit our ability to investigate the matter following your tour.

Waiver, release, and indemnity

You agree to release and hold harmless us, our agents, servants, and employees from and against liability arising out of any physical or mental injury arising out of any voluntary or unauthorised act by you, negligence, breach of this agreement, failure to follow our directions or heed our warnings (including those contained in the Booking and Tour Terms and Conditions),

24. No *contra proferentum*

The rules of construction will not apply to the disadvantage of a party because that party was responsible for drafting these Booking and Tour Terms and Conditions or any part of them.

25. Choice of law and jurisdiction

This contract is governed by the laws in force in South Australia. You agree that any action you bring against us will be brought in Adelaide in the State of South Australia. If you have a claim against us, you agree only to bring action against us and not any of our related bodies corporate as defined in the Corporations Act 2001 (Cth).

26. Severability

If it is held by a court of competent jurisdiction that:

- a part of this Agreement is void, voidable, illegal, or unenforceable; or
- this Agreement would be void, voidable, illegal, or unenforceable unless a part of it were severed,

that part is severed from and does not affect the continued operation of the rest of this Agreement unless to sever that part would change its principal commercial purpose.

27. Privacy

Privacy laws safeguard your personal details.

Personal Information

During the booking process and your tour, we ask for personal information about you. By providing this information, you authorise us to handle your personal information in the ways indicated below:

- to collect personal information within the meaning of the *Privacy Act 1988* (Cth) about you:
 - from any third party making a booking on your behalf for tour administration purposes;

- if you are travelling as part of a group – from any person in the group for tour administration purposes;
- from any third party where it is necessary to provide a health service to you (including a medical disembarkation) and you are unable to provide the information directly;
- for security purposes;
- for accident/incident reporting, investigation, and management purposes;
- Where lawful and reasonably necessary to perform our functions or activities, we may be required to collect sensitive information including, information about health, race, and criminal record.
- to disclose your personal information:
 - to your travel agent for tour administration purposes, including any information relating to travel bans;
 - where you book as part of a group – to every participant in your group (excluding credit card details);
 - to an emergency contact person you have nominated for emergency management purposes;
 - to government departments/agencies/bodies including police in Australia.

Note: Where lawful we may also be required to disclose sensitive information about you to the entities listed above.

- to use and disclose your personal information, and, where lawful, your sensitive information:
 - for reporting, assessing, investigating, processing and otherwise managing accidents/incidents, including disclosures to lawyers and insurers;
 - for public health and quarantine purposes;
 - for medical treatment purposes, including disclosures to health service providers, medical evacuation assistance companies and, where you are unable to consent, next of kin.
- where we need to disclose your personal information to someone who is not in Australia – to transfer your personal information outside Australia;
- where we need to disclose your health information to someone who is not in South Australia or to a Commonwealth agency – to transfer your health information outside South Australia or to the Commonwealth agency;
- in the event that you lodge a complaint or claim about any matter with or in relation to us – to use and disclose your personal information for the purpose of reporting, assessing, investigating, processing, responding to and resolving your complaint or claim, including disclosures to relevant government departments/agencies/bodies, courts/tribunals, your travel agent, any authorised representative acting on your behalf

and lawyers. You also authorise us to collect from any third-party sensitive information about you within the meaning of the *Privacy Act 1988* (Cth), and for any third party to disclose personal information about you to us, for the above-mentioned purpose.

28. Dictionary

In these Booking and Tour Conditions:

- “**Activity**” includes but is not limited to Ancient Land Tours expedition tours, field trips, day tours, tag-a-long tours, sight-seeing, birdwatching, animal watching, bushwalking, caving, and other outdoor activities.
- “**Australian Consumer Law**” means schedule 2 of the CCA and any equivalent state or territory legislation;
- “**CCA**” means the Competition and Consumer Act 2010 (Cth);
- “**Consumer Guarantee**” means right or guarantees a participant may have under the *Australian Consumer Law* or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited;
- “**Consequential Loss**” means any loss or damage suffered by a participant or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of opportunity;
- “**Excluded Recreational Liabilities**” means liabilities described in section 139A(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease;
- “**Reckless Conduct**” has the meaning set out in section 139A(5) of the CCA; and
- “**Recreational Services**” has the meaning set out in section 139A(2) of the CCA.