



W: [www.experiencethewild.com.au](http://www.experiencethewild.com.au) P: +61 (0) 400 404 058

E: [experiencethewild@gmail.com](mailto:experiencethewild@gmail.com) ABN: 97 682 074 315

Darwin, Northern Territory, Australia

## Experience The Wild's Terms and Conditions 2020

The following Terms and Conditions have been created to honour our business, ensuring we keep and deliver the highest standards; and for the benefit of our guests to ensure they are well informed about our products and have a memorable, safe and happy journey.

In these terms and conditions, Experience the Wild (ETW) means Mike and Jenny Jarvis (ABN 97 682 074 315), as well as any affiliates, employees, contractors, agents, suppliers, partners or any other entity (either natural person or body corporate) affiliated with Experience The Wild.

### COVID-19 Update: Special Terms & Conditions from 1 March 2020

ETW remain open for business and are taking bookings for post-restriction 2020 dates and beyond.

To address ever-changing Covid-19 interruptions and concerns, ETW are monitoring government advice closely and sourcing up to date information from our suppliers to determine appropriate actions. Health and safety of our guests and team is at the forefront of our decisions. Each guest will be contacted individually to discuss options if tours must be rescheduled or deposits credited. Guests may like to check travel insurance details re flights and other elements if not done already.

To assist our guests and continue to support our remote region suppliers, we have modified our Payment and Refund Policies for all of our tours which require rescheduling or cancellation due to Covid-19 pandemic and/or government advice and regulations-related force majeure events. Rather than ETW keeping the 20% non-refundable deposit (**Commitment Deposit**) for the tour, we will retain the deposit and convert it to an ETW's tour credit, and where possible reschedule the tour dates. The credit can be re-used for that tour or another tour with ETW and will be valid for use until the end of 2022.

We thank all our guests and suppliers for their flexibility and understanding as we navigate the evolution of Covid-19 impacts and look forward to touring with you all on the other side.

# Experience The Wild's Terms and Conditions 2020

By confirming your booking, you acknowledge and agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not confirm your booking. These terms and conditions may be updated at any time (which will be effective immediately) and are subject to Australian Consumer Law.

Individual products may have additional or varied Terms and Conditions which will be outlined on the Itinerary, Trip Notes, quote and/or invoice documents.

## **Aboriginal land and or cultural products**

The joint-managed national park of Kakadu and Aboriginal areas of Arnhem Land and the Kimberley, or any other aboriginal and/or cultural lands we visit, still follows customary Law. Brochured activities may be cancelled for reasons beyond our control and alternative activities offered if available. Please respect people's privacy as we travel through their homelands.

## **Accuracy of Information**

Experience The Wild (ETW) aim to provide accurate and timely information on our website and itineraries, but do not provide any warranties or guarantees that the information is necessarily correct. Advertised descriptions, facilities and prices may change at short notice due to reasons beyond our control. ETW will endeavour to notify you of any significant changes prior to your departure, but do not accept any liability for any loss (both direct and consequential) due to any changes.

## **Amendments, Variations or Disruption to Itinerary**

ETW aim to follow the advertised itinerary; however, the final decision of itinerary will be at the sole discretion of ETW to legitimately minimise any exposure to risk (to both ETW and the customers). Should ETW exercise their right to alter the travel itinerary, ETW cannot be held liable for any refunds, costs or damages incurred as a result of the alteration. Sections of our packages are subject to change and availability. Guests will be notified where possible.

ETW reserves the right to alter the itinerary or route or arrange alternative carriers of any of its tours if unforeseen circumstances beyond our control, e.g. road and weather conditions, Aboriginal cultural reasons, force majeure etc. make it necessary. Should an alteration be necessary we will give you reasonable notice thereof and where available, offer you a comparable alternative where possible. Alternatively, your non-refundable commitment deposit will be converted to a 'tour credit' which can be used within two (2) years. Regrettably no refund will be given, any personal expense incurred by a passenger as a result of any delay, curtailment or alteration of any tour is the responsibility of the passenger.

In the case of breakdown or other unforeseen circumstances, the operator reserves the right to substitute vehicles other than specified, to ensure the operation of a tour.

## **Ethical Birdwatching and Ecotourism**

The welfare of the birds, wildlife, communities and environment is at front of mind. By participating on an ETW tour, each guest agrees to accept the guide's discretion and direction to avoid causing any negative impact on the birds and wildlife they are watching and their habitat.

## **Copyright, Intellectual Property and Image Use**

© All photographs, images, logos, written content, tour products, itineraries, artwork and any other intellectual property and materials used and/or supplied are the property of ETW unless otherwise acknowledged; and cannot be used or modified by any other individual or group of people without prior consent and acknowledgment when used.

© All unique itineraries, tour products, photographs and information supplied remain the property of ETW and may not be replicated, modified or sold without permission from ETW. ETW information, products and itineraries provided to other guides, operators or businesses may not be replicated, modified or delivered as a similar product in the regions we operate in for at least 10 years from the date of agreement and provision without our permission.

## **Customs, Visas & Comprehensive Travel Insurance**

Please research your tourist visa requirements to enter Australia. We recommend you organise in advance online to avoid delays or unforeseen changes. Check the Australian Immigration websites for details on your country's visa requirements. Australia has strict customs regulations. Please take note of these.

Travel Insurance is not included in your tour price. ETW strongly recommend that you purchase comprehensive travel insurance that includes (but is not limited to) coverage for: accidental death, medical expenses, pandemics, emergency travel expenses, or



injury, loss/damage to personal belongings and luggage, water and land-based activities and airfare/travel disruption, cancellation and curtailment accident. Travel insurance policies are compulsory to be held by each guest on international tours or other tours where stated in the itinerary and/or trip notes or website. ETW or our suppliers cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables, resulting in missed connections etc. Please check your details thoroughly before departure.

### **Feedback and Complaints**

ETW appreciate your written feedback, suggestions and/or complaints so we can continue to improve our products and service delivery. We would like you to email us your feedback, suggestions or complaints to [www.experiencethewild.com.au](mailto:www.experiencethewild.com.au) so we can personally receive and address them.

In the unlikely event of any dissatisfaction with any service provided by us, please report it immediately to the tour guide so that action can be taken to remedy the problem onsite and satisfaction resumes for the remainder of the tour. Any complaint made to us after the tour should be made in writing as soon as possible and we will endeavour to reply in writing within 1- 48 hours within tour completion.

### **How to contact us**

Via contact details at end of this document.

### **Laws, Customs, Etiquette and Removal from Tour**

By participating on an ETW tour each guest agrees they will comply with the relevant Federal, Territory, local and common laws, local rules, restrictions, customs, etiquette and moral standards whilst on tour.

Tour activities and tour vehicles are non-smoking for the comfort of fellow guests and guide. Smoking can occur in permitted areas according to local regulations away from the group and not during itinerary activities.

ETW and their sub-tour operators reserve the right in their absolute discretion to accept or decline a reservation or to remove any passenger from a tour at any time including after commencement of the tour.

### **Liability, Safety and Indemnity**

To the maximum extent applicable under statute and common law, ETW accept no liability for any direct, indirect, incidental, punitive, special or consequential damage or loss arising from your engagement with ETW (inclusive of, without limitation, property damage and personal harm).

You agree to fully indemnify and hold harmless ETW from any claims, suit, actions and damages (**Claim**) arising from your engagement with ETW.

ETW tours require the services of external suppliers, such as hoteliers, cruise operators etc. ETW aim to use the services of companies they find most suitable for the tour, however cannot be responsible, or accept liability for, the conduct or standards of these external operators.

If undertaking optional activities not included in the tour price (for example, scenic flights) you undertake these activities at your own risk and you agree to fully indemnify and hold harmless ETW from any claim arising from these activities.

We advise that all tour activities involve inherent risks, and that by participation in the activity provided by ETW and third parties the guest expressly assumes those risks personally and are releasing ETW and its contractors from any liability for claims, losses, damages or expenses caused by anything including but not limited to personal injury, death, accident, emotional or nervous disorder, delay, property loss or damage which occurs during any such activity. By participating in this tour, the guest gives consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify ETW in respect of this treatment.

### **Pre-Existing Medical Conditions and Dietary Requirements**

By participating on our tour, you confirm that you are physically and mentally fit and suffer no medical condition which may be aggravated by any activity, e.g. bush walking, or other on our tour. If you suffer from a pre-existing medical condition or specific dietary requirements we must know about for your health and safety and our duty of care, you must consult with ETW prior to booking, as you may be unable to participate in a particular tour or aspects of a tour. ETW reserves the right to refuse to provide service due to pre-existing medical conditions, nor does it accept any claim arising due to the non-disclosure of a pre-existing medical condition (including, without limitation and to the maximum extent applicable under common law and statute, in circumstances where the damage was a result of negligence by ETW). Please inform us of any dietary/medical requirements at time of booking. For any changes to guest conditions since time of booking, you must notify us at least 7 days prior to your tour departing.

ETW create private tailored itineraries for guests with special needs. Guests with limited mobility or disabilities are welcome on private charters and every effort is made to ensure the best possible experience within one's limitations. It is essential to advise ETW of such limitations so the tour can be planned accordingly.

## Privacy Statement

ETW aims to collect your personal information directly from you. Personal information collected includes (but is not limited to) your name, address, email address, telephone numbers, gender, financial information including credit card and banking information, travel insurance documents and other means of personal identification. ETW will take all reasonable steps to secure your personal information and will not use it in unreasonable ways.

We take photos during the tour for our own promotional use. Please advise if you do not want to be in the photos by telling your guide at the start of the tour. Permission will be sought to use any of our photographs of you, prior to their use, for advertising purposes related to our business.

## Travelling with Minors

Children under 18 years of age must be accompanied by an adult.

## Payment Method

ETW will send you payment details via electronic invoice which outline deposits and payment dates.

You may pay our invoices by direct bank account transfer (online or at your bank), or by PayPal credit card online payments (service fees apply: 2.9% Australian cards and 3.6% international cards + \$0.30).

We will acknowledge your receipt of payment in writing.

All prices are in Australian Dollars and are inclusive of GST unless otherwise specified.

## Product Pricing

All prices are in Australian Dollars and are inclusive of GST (=VAT).

Advertised prices may be changed or updated to reflect the increase in costs passed on to ETW by other suppliers. ETW will endeavour to update the advertised prices as soon as the change is effected. Once the non-refundable deposit (**Commitment Deposit**) (as set out in Payment Policy below) is received by ETW, your tour price will not change, unless in extreme and/or unpreventable circumstances, a third-party rate increase is imposed.

The tour prices are based on current national park costs /policies at the time of development. Rates may change without a notice if a significant currency fluctuation, fuel increase or revision of taxes occurring beyond our control, or as per change in Government / Hotel / Airline policy.

Advertised prices are based on a per person (standard twin share) rates for the stated itinerary. Prices vary for group tours and private charters.

Minimum guest numbers apply to each tour. Guests wishing to depart on tours without the stated minimum will incur additional costs or commitment deposits can be transferred to alternative travel dates.

Full fare applies to minors (unless otherwise stated).

**Accommodation:** Single supplement charges for accommodation apply to guests travelling on their own or those who request a single room. Occasionally, guests may be able to share a twin-share room with other solo-travelling guests. Single supplement charges will not apply. This is agreed to by both guests prior to tour departure and places no liability on ETW. Accommodation charged is based on standard room rates. Guests can opt to upgrade their room at the time of booking for an additional cost when available (usually to allow private amenities in every room on each night of tour or improved standard of facilities). Room styles may vary with twin or double beds or two-bedroom cabins or suites. Standards vary in remote areas. Camping is available on request and subject to availability and seasonal conditions. Rate reductions can be applied to camping options. Enquire at the time of booking.

**Airport Transfers:** Airport transfers are not included in the tour price unless stated in the itinerary or arranged with us by the guests or agent. Taxis are readily available, as well as Darwin Airport Shuttle Bus service. Some hotels may offer complimentary transfers (enquire when booking).

**Private and other services:** Please contact us to receive a quote for private charters, extended or modified tours and group bookings, plus specialist-guide hire, vehicle and driver services, event logistics, film crew or tour company ground handler services, ecological surveys and photographic services.

**Exclusions:** Airfares, airport taxes, airport transfers, pre and post-tour accommodation, internet charges, phone calls, laundry, passport and visa fees, food/drinks not stated on the itinerary, alcoholic beverages, private cruises not stated in itinerary, optional extra tours, excess baggage and activities, personal shopping, laundry or gratuities not specified in your itinerary are excluded from the price of the tour unless stated in itinerary or invoice. Please enquire for these or other items to be added at the time of booking.

## Payment Policy for tours

**Day Tours:** 100% of the full tour price must be received within 7 days of booking to confirm your place or your clients booking on a day tour.

**Multi-day Tours:** Guests who book directly with ETW must pay 20% of the full tour price within seven (7) days to confirm your place as a non-refundable deposit (**Commitment Deposit**). \*Deposits percentages may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour.

ETW must receive 100% of the full tour price at least thirty (30) days prior to the tour departure for guests booking directly with ETW. \*Full payment periods may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour and/or as per payment Policy Summary Table below.

**Multi-day Tours:** Travel Agents, Inbound Operators or other external parties conducting business with ETW have forty-five (45) days to pay 20% of the full tour price as a non-refundable Commitment Deposit when booking greater than nine (9) months prior to departure, unless otherwise negotiated and confirmed in writing.

Travel Agents, Inbound Operators or other external parties conducting business with ETW have fourteen (14) days to pay 20% of the full tour price as a non-refundable Commitment Deposit when booking less than nine (9) months prior to departure, unless otherwise negotiated and confirmed in writing.

100% of the full tour price must be received from Travel Agents, Inbound Operators or other external parties conducting business with ETW ninety (90) days prior to departure, unless negotiated and confirmed in writing. \*Full payment periods may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour and/or as per payment Policy Summary Table below.

If ETW have not received 100% of the tour price within the required timeframe stated in this Payment Policy or individual tour product itinerary, trip notes or invoice, and you have not notified us of any delay in writing, ETW reserve the right to cancel your booking and cancellation fees (as set out in the Cancellation Policy) will apply.

**Payment Policy Summary Table**

Payment Required	Direct Guest Bookings – Due...	Agents, Inbound Operators & External Party Bookings – Due...
<b>One-day Tours</b>		
<b>100%</b> Payment of tour	Within seven (7) days of booking	Within seven (7) days of booking
<b>Multi-day Tours</b>		
<b>20%</b> Commitment Deposit when booking greater than nine (9) months in advance	Within seven (7) days of booking	Within forty-five (45) days of booking
<b>20%</b> Commitment Deposit when booking less than nine (9) months in advance	Within seven (7) days of booking	Within fourteen (14) days of booking
<b>100%</b> Payment of tour	Thirty (30) days prior to departure	Ninety (90) days prior to departure
<b>International Tour Variations (tours outside of Australia)</b>		
<b>20%</b> Commitment Deposit when booking more than ninety (90) days in advance	Within fourteen (14) days of booking	Within fourteen (14) days of booking
<b>100%</b> Payment of tour	Ninety (90) days prior to departure	Ninety (90) days prior to departure
<b>100%</b> Payment of tour	For booking made within eighty-nine (89) days of departure	For booking made within eighty-nine (89) days of departure

\* The above payment policy applies on all bookings unless otherwise negotiated and confirmed in writing. \*Full payment periods may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour.

**Cancellation Policy** \*Please refer to Covid-19 information at the top of this document for more information\*

For all tours, the following ETW cancellation fees apply:

Fee per person	Notice of cancellation before tour departure	
	Direct Guest Bookings	Agents, Inbound Operators & External Party Bookings
100% of tour price	Within 7 days	Within 14 days
75% of tour price	Within 14 days to 8 days	Within 30 days to 15 days
50% of tour price	Within 30 days to 15 days	Within 45 days to 31 days
20% of tour price (Commitment Deposit)	More than 30 days	More than 45 days

All cancellations must be received in writing and are not effective until notification has been received. If your purchased tour has commenced, 100% of the tour price will be charged.



**Refund Policy \*Please refer to Covid-19 information at the top of this document for more information\***

Refunds are at the discretion of ETW.

Should you be unable to complete the tour once it has departed, ETW offer no refund for unused services or any portions of the tour that are missed. Failure to board constitutes no refund.

If ETW are unable to deliver the tour or confirm your booking due to personal reasons, ETW will happily refund 100% of the tour price that you have paid up to the date of cancellation, or you can transfer the payment to another departure date.

If upgrades for accommodation or optional extras are not available, ETW will happily refund direct costs paid to ETW for the upgraded accommodation.

**Force Majeure \*Please refer to Covid-19 information at the top of this document for more information\***

We are committed to high levels of professionalism to protect your booking. But we reserve the right to cancel or modify your booking in any incidence of Force Majeure. In this event we will return non-commitment deposit portions of funds paid to date on request in writing. Wherever possible, we will offer an alternative booking of comparable type and quality for your consideration. We cannot be held liable for any incidental expenses that you may incur during arrangements for a booking that is subsequently cancelled by us. We cannot accept responsibility for Force Majeure – defined in these booking conditions as any specific event which we, as the supplier of the services, could not reasonably have foreseen, influenced or avoided. These include war, or threat of war, riots, civil strife, terrorism, contamination, pandemics, epidemics, extreme or unusual weather conditions, volcanic eruptions, cyclones, fire or flood, industrial disputes, changes to sports or conference itineraries, natural and nuclear disasters, flight cancellations or rescheduling by airlines or any similar or additional event beyond our control. We advise our guests to obtain a comprehensive travel insurance policy and to check if the policy obtained covers you for refunds.

**General Matters**

You guarantee and warrant that you have authority to enter into these Terms and Conditions.

Your obligations as contained in these Terms and Conditions are absolute and unconditional. They are not subject to any set-off, counter claims or conditions. Your obligations will not be affected by anything which might abrogate, prejudice or limit them or the effectiveness of these Terms and Conditions.

A right in favour of ETW in these Terms and Conditions owed by you can only be waived by an instrument, duly executed by ETW. No other act, omission or delay of ETW will constitute a waiver binding against, or estoppel against ETW.

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

- (a) any part of these Terms and Conditions are void, voidable, illegal or unenforceable; or
- (b) these Terms and Conditions would be void, voidable, illegal or unenforceable unless any part was severed from the Terms and Conditions;

that part shall be severed from and shall not affect the continued operation of the rest of the Terms and Conditions.

Any part of these Terms and Conditions can be pleaded as a bar to proceedings.

These Terms and Conditions are governed by and are to be construed in accordance with the laws applicable in the Northern Territory of Australia. The parties irrevocably and unconditionally submit themselves to the nonexclusive jurisdiction of the courts exercising jurisdiction in the Northern Territory of Australia (and any courts which have jurisdiction to hear any appeals from any of those courts).

**Please note:** You agree to these Terms and Conditions at the time of booking and additional or specific Terms and Conditions related to your product of purchase.

Please review these Terms and Conditions and Pre-departure documents on our [website FAQ page](#) and throughout this document for more information.

**For more information contact:**

Bookings and enquiries

[mike@experienthewild.com.au](mailto:mike@experienthewild.com.au)

Phone 0400 404 058

International +61 400 404 058

Mike and Jenny Jarvis

25 Wirraway Circuit, Moulden, NT 0830

PO Box 3776, Palmerston, NT 0831

ABN 97 682 074 315