

TERMS AND CONDITIONS

IMPORTANT: The terms, conditions and limitation of liability under which the Tours operate are set out in these terms and conditions and the payment of the Security Deposit or Tour Price represents acceptance by You of the following: In the event of any inconsistency between these terms and conditions and the Tour Brochure, the terms and conditions will prevail to the extent of that inconsistency.

Definitions and interpretation

1. In these terms and conditions, unless the context otherwise requires: capitalised words have the meanings given in the dictionary in clause 62; and these terms and conditions must be interpreted in accordance with clause 63.
 2. The tours in the Tour Brochure are co-ordinated by Outback Discovery a division of Scenic Tours Pty Limited [Company].
- ## Bookings
3. Any booking is made pursuant to these terms and conditions.
 4. It is a condition of booking that You are fit and able to take care of Yourself for the duration of the Tour.
 5. The Company may, in the opinion of any representative of the Company or Carrier, either refuse to allow You on the Tour or expel You from the Tour if Your mental or physical condition is such as to render You: incapable of caring for Yourself; likely to become objectionable to other passengers; or a hazard to Yourself or other passengers. The Company will not be liable for any expenses arising from such persons being precluded from completing the Tour for any such reason.
 6. Each booking is conditional on the Company securing the minimum number of bookings required to operate the Tour and to ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, the Company reserves the right to cancel or suspend a scheduled departure. The Company will endeavour to make any decision to cancel or suspend the Tour within 60 days prior to the scheduled Tour departure date.
 7. Any booking made within 21 days prior to the scheduled Tour departure date will incur the Late Booking Fee.
 8. If Your booking is not a twin-share booking You must pay the Single Supplement Rate for the Tour at time of booking. At Your request, the Company will endeavour to match You with another single traveller. If the Company is successful, You will be refunded the Single Supplement Rate within 2 weeks of completion of the Tour. The Company otherwise accepts no responsibility for the suitability of the rooming partner and it is a condition of travel that single passengers willing to share accommodation and accept the rooming partners allocated by the Company. If a passenger at any time during the tour considers the rooming partner to be unsuitable, the Company will, using the pre-paid single supplement and subject to availability, attempt to arrange single accommodation for the remainder of the tour.
 9. If You have any special requirements (including dietary requirements) You must notify those requirements to the Company at the time of booking and reconfirm your request with the Outback Discovery Tour Manager upon arrival. Special requests are a request only.
- ## Tour Features
10. The features of the Tour are set out in the Tour Brochure.
 11. The Company makes no representation about the features of any Tour other than those expressly set out in the Tour Brochure and these terms and conditions.
- ## Brochure Validity
12. The Tour Brochure and these terms and conditions are valid for the departure date as stated in the Tour Brochure unless otherwise indicated.
- ## Variation and Cancellation by the Company
13. The Company reserves the right to: alter or change the accommodation, Carriers or vessels at any time for any reason; and cancel or alter the itinerary and/or Tour at any time without notice as the Company considers necessary for any reason whatsoever including road, weather or traffic conditions, non performance of suppliers, industrial action, operational conditions and requirements, water level problems, excessive winds or Force Majeure event.
 14. Where a Tour is cancelled prior to the departure date, the Company will use its reasonable endeavours to offer the nearest possible alternative tour (subject to a refund or payment to cover any tour price difference) or, if this is not acceptable to You, refund the Tour Price or such portion of it as the Company considers appropriate.
 15. In the event of industrial action affecting air, rail, cruise or tour related transportation the Company will make every effort to contact the client and advise alternative arrangements. The Outback Discovery after hours emergency number is +61 418 686 507.
 16. You acknowledge the Company is often not the provider of attractions, excursions and/or optional tours [Tour Inclusion]. Accordingly, You agree the Company may, where it is required to do so, suspend or cancel any Tour Inclusion where that Tour Inclusion is not available or, in the opinion of the Company, unadvisable or unsuitable.
 17. You agree the Company is not liable for, and You discharge and release the Company and its directors, officers, employees, agents or subcontractors absolutely and unconditionally from all Claims arising from or in connection with the Company exercising its rights under clauses 13-18.
 18. Any expense incurred by You as a result of the Company exercising its rights under clauses 13-18 will be Your sole responsibility.
- ## Variation or Cancellation by You
19. If You request a variation to Your booking, the Company may choose to accept or reject that request at its sole

discretion. If the Company accepts Your request, You must pay the Variation Fee.

20. You may cancel Your booking by notice to the Company in writing and payment of the Cancellation Fee.

Security Deposit

21. To secure any booking, You must pay the Security Deposit.

22. Any Security Deposit paid will automatically be credited towards the Tour Price at the time of final payment, unless otherwise requested.

23. Security Deposits are non-transferable and non-refundable.

Tour Price and Payment

24. The Company reserves the right to vary the Tour Price advertised or printed to cover any increase in air fare, fuel price, Government taxes and charges, exchange rate fluctuations, or other Tour related tariffs and costs.

25. While travel agents can forward deposits and other payments on Your behalf, they are not the Company's agent for the purpose of receipt of monies. Delivery to a travel agent of the Security Deposit or any part of the Tour Price does not constitute receipt by the Company and the Company is not liable in respect of any money paid to Your travel agent until such monies are received by the Company. You acknowledge portions of the Tour may be provided by Carriers and accordingly accept that the Company may pass on any surcharge or other increase imposed by a Carrier without notice and You must pay that surcharge or increase as part of the Tour Price.

26. Late Booking Fee: A fee of \$50 per file is payable for bookings made within 21 days of departure.

27. Variation Fee: A fee of \$50 per file is payable for each change to the client's original booking to cover communication and administration cost.

GST

28. If GST becomes payable by a party (the Supplier) in relation to any supply that it makes to the other party (the Recipient) under or in connection with these terms and conditions, the parties agree that: any consideration provided for that supply under these terms and conditions other than under this clause or any value deemed for GST purposes in relation to that supply [Agreed Amount] is exclusive of GST; an additional amount will be payable by the Recipient equal to the amount of GST payable by the Supplier in relation to that supply and the additional amount is, subject to having received a correctly rendered tax invoice from the Supplier, payable at the same time as any part of the Agreed Amount is to be provided for that supply; and the Supplier must provide the Recipient with a tax invoice in accordance with the GST Act.

29. Where, under the terms of these terms and conditions, one Party is required to indemnify another, the amount by which the indemnifying party indemnifies the other does not include any amount for which the indemnified party (or an entity grouped with the indemnified party for GST purposes) has claimed, or is entitled to claim an input tax credit under the GST Act.

Warranties

30. Where the Company is the sole provider of the Tour, the Company warrants the Tour will be carried out with due care and skill in a competent manner and according to generally applicable industry standards.

31. To the extent permitted by law, all other express or implied warranties, representations or terms other than those expressly contained in these terms and conditions are expressly excluded.

32. Where law implies any condition or warranty which cannot be excluded, then the Company's liability for any breach of such implied condition or warranty is limited, at the Company's absolute discretion, to one or more of the following: in the case of goods, any one or more of the following: the replacement of the goods or the supply of the equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; the payment of the cost of having the goods repaired; or in the case of services: the supplying of the services again; or the payment of the cost of having the services supplied again.

Liability

33. Despite any other provision in these terms and conditions, and to the extent permitted by law, the Company's total liability to You or any third party for any Claims made by You or any third party (including Claims in negligence) relating to the Tour, will not exceed the Tour Price actually paid by You.

34. The Company will not be liable for any loss of profit, savings or revenue or interest or any other consequential, indirect, incidental, special or punitive loss, damage or expenses even if the Company has been advised of their possible existence and even if such loss, damage or expense is caused by the Company's negligence or the negligence of Carriers.

35. Nothing in these terms and conditions will operate to exclude, restrict or modify the application of any provision of the Trade Practices Act 1974 or any equivalent Australian State or Territory legislation, the exercise of a right conferred by such a provision, or any liability of the Company for a breach of a condition or warranty implied by such a provision, where it is unlawful to do so.

36. You agree the Company is not liable for, and You discharge and release the Company and its directors, officers, employees, agents or subcontractors absolutely and unconditionally from: any loss suffered by You directly or indirectly arising from any Tour failing to arrive or depart at the times stated in the Tour Brochure (including accommodation expenses and missed travel connection expenses); any non-

performance, change of itinerary or delays in departure or arrival times of other suppliers or Carriers; reliance by You on any representation made by the Company directly or indirectly (including any photographs or images in a Tour Brochure) which is not expressly stated in the Tour Brochure or these terms and conditions; or loss of enjoyment experienced by You in connection with the Tour.

Carriers

37. The Carriers (including airlines, rail carriers and sea carriers used in association with the Tours) are not responsible for statements in the Tour Brochure or any of its features.

38. The applicable conditions of sale in use by the Carriers will constitute the sole contract between the Carriers and You and You acknowledge You have received and agreed those conditions.

Force Majeure

39. The Company will not be liable for any delay or for failure to perform its obligations under these terms and conditions, resulting from or as a consequence of Force Majeure.

40. If a delay or failure of the Company to perform its obligations is caused or anticipated due to Force Majeure, then performance by the Company of its obligations are suspended.

41. If a delay or failure by the Company to perform its obligations due to Force Majeure exceeds 60 days, the Company may immediately terminate these terms and conditions by giving written notice of termination to You.

42. The Company will endeavour to book the most appropriate airfare for the Tour but accepts no liability in regards to the airfare or any loss suffered by You in connection with it.

43. You should consult Your travel agent regarding the terms and conditions of any airfares.

Risk and Insurance

44. The Company discloses: there are risks associated with the Tour and its activities (including Tour Inclusions); certain risks and dangers may arise beyond control of the Company including events of Force Majeure, hazards of travelling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of transportation, forces of nature, political unrest and accident, illness, epidemics or pandemics in regions without means of rapid evacuation or medical facilities; and baggage is entirely at Your risk during the Tour.

45. Despite any other provision in these terms and conditions, You agree the Company is not liable for, and You discharge and release the Company from all Claims arising from or in connection with any loss or harm suffered by You arising from any risk identified to You referred to in clause 44 or any other risk which You should have reasonably recognised.

Itinerary Changes

46. During local or national holidays, certain facilities such as museums and restaurants, sightseeing tours and shopping may be limited or not available. Alternatives will be offered if possible.

47. It is Your sole responsibility to obtain suitable insurances for the Tour. Outback Discovery recommends passengers investigate all Department of Foreign Affairs warnings regarding the safety of travelling to certain destinations listed in this brochure.

Smoking

48. Smoking is not permitted inside tourist coaches and such other places prohibited by the Company from time to time.

49. The Company will use its reasonable endeavours to ensure there are frequent stops during the coach trips for smoking but the Company cannot guarantee these facilities will be available.

Baggage Allowance

50. Due to limited space available on the vehicle and in accordance with the airlines, clients are entitled to carry one suitcase per person with the total sum of its length, width and height not exceeding 140cm [55 inches] and weight 20kg [42 lbs.]. Personal items such as make-up, cameras etc. should be carried in a travel bag which is not to exceed 4kg per person [9lbs]. Clients are to ensure that luggage meets the weight requirements as overweight items will be left behind.

51. You must ensure luggage meets the weight requirements and acknowledges the Company [or Carrier as the case may be] may elect not to carry overweight items.

52. Excess baggage is at Your cost.

Young Travellers

53. We do not accept children under 15 years of age on these tours as we have found they are too young to enjoy these types of holidays.

Dispute Resolution

54. A party may not commence any court or arbitration proceedings relating to a Dispute unless it complies with clauses 54-58 except where the party seeks urgent interlocutory relief.

55. A party claiming that a Dispute has arisen under or in relation to these terms and conditions must give written notice to the other party specifying the nature of the Dispute [Dispute Notice].

56. On receipt of a Dispute Notice from the other party, the parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or other techniques agreed by them.

57. If the parties do not agree within 7 days of receipt of the Dispute Notice (or any further period agreed in writing by them) as to: the dispute resolution technique and procedures to be adopted; the timetable for all steps in those procedures; and the selection and compensation of the independent person required for such technique, then the parties must mediate the Dispute in accordance with the Mediation Rules of the Law

Society of New South Wales. The parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

58. If the Dispute is not resolved within 30 days of the date of a Dispute Notice, then any party which has complied with the provisions of clauses 54-58 may in writing terminate any dispute resolution process undertaken pursuant to clauses 54-58 and may then commence Court proceedings in relation to the Dispute.

Governing Law and Jurisdiction

59. The laws applicable in New South Wales govern these terms and conditions.

60. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Survival

61. Any indemnity in these terms and conditions is independent and survives termination of the Tour. Any other term which by its nature is intended to survive termination of these terms and conditions survives termination.

Dictionary

62. Cancellation Fee means: the fee calculated in accordance with: Carrier means a provider of Tour related services retained or otherwise contracted by the Company to provide all or part of a Tour.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether direct or indirect, consequential, present or future, fixed or ascertained, actual or contingent and whether at law, in equity, under statute or otherwise.

Company means Outback Discovery a division of Scenic Tours Pty Limited.

Dispute means a dispute arising out of, or relating to the Tour including without limitation a dispute as to interpretation, breach or termination of these terms and conditions or as to any claim in tort, in equity or pursuant to any law.

Force Majeure means any act of God, war, terrorism, fire, flood or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil disturbances, acts of government, semi-government or other authorities, inability to obtain any necessary licence or consent and delays caused by subcontractors and suppliers (including telecommunication carriers), material shortages or any other disruption to the provision of the Tour.

GST has the meaning given to it in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Late Booking Fee means a fee of \$50.

Security Deposit means in the case of any Tour as showing in the brochure a minimum security deposit per person is payable within 7 days of booking (refer to individual tour prices for security deposit).

Single Supplement Rate means the rate determined by the Company from time to time.

Tours means a tour coordinated under these terms and conditions by the Company.

Tour Brochure means the brochure as released by the Company from time to time setting out the specific details of the Tour.

Tour Manager means a tour manager employed OR contracted by the Company.

Tour Inclusion includes activities such as trekking, climbing, exploring, swimming, and snorkelling which are set out in the Tour Brochure and undertaken by You.

Tour Price means the price for the Tour as set out in the Tour Brochure from time to time.

Variation Fee means a fee of \$50.

You means each person who makes a booking with the Company for a Tour.

Interpretation

63. In these terms and conditions:

(documents) a reference to these terms and conditions or another document includes any document which varies, supplements, replaces, assigns or novates these terms and conditions or that other document;

(references) a reference to the background, a party, clause, paragraph, schedule or annexure is a reference to the background, a party, clause, paragraph, schedule or annexure to or of these terms and conditions;

(headings) clause headings and the table of contents are inserted for convenience only and must not be used when interpreting these terms and conditions;

(person) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity;

(natural person) a reference to a natural person includes their personal representatives, successors and permitted assigns; (rights and obligations) a reference to a right or obligation of a party is a reference to a right or obligation of that party under these terms and conditions;

(including) 'including' and 'includes' are not words of limitation;

(rules of construction) neither these terms and conditions nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting; (legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;

(writing) a reference to a notice, consent, request, approval or

other communication under these terms and conditions means a written notice, request, consent, approval or agreement; (replacement bodies) a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions; and (corresponding meanings) where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

64. LOYALTY REWARDS

If you have travelled with Outback Discovery or our sister company, Scenic Tours, on tours of 7 days or more in the last 7 years, you are entitled to the following savings:

- 1 previous tour, save \$100 per person;
- 2 previous tours, save \$150 per person;
- 3 previous tours, save \$200 per person;
- 4 previous tours, save \$250 per person;

Loyalty Rewards are only available for Tours of 7 days or more. Loyalty Rewards cannot be combined with any other discount. Loyalty Rewards cannot be combined with group discounts.

65. Group Discounts: Group discounts cannot be combined with any other offer.

66. Multi Tour Discounts: Discount will only apply when full payment has been received.

67. Safety: Please be aware that during your participation in vacations operated by the carrier companies and Outback Discovery certain risks and dangers may arise beyond their control including, but not limited to the hazards of travelling in undeveloped areas; travel by boat, train, automobile, aircraft or other means of transportation; the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. The carrier companies and Outback Discovery will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that Outback Discovery will use their best efforts to ensure that adequate measures are taken. Clients must make their own enquiries regarding safety warnings and government warnings in relation to the destinations they are travelling to. These change quite regularly and can be found through the Department of Foreign Affairs. Outback Discovery can accept no responsibility for the actions of terrorism in certain locations.

68. Special Diets: Clients requiring special diets such as vegetarian or diabetic must inform Outback Discovery at time of reservation. Special requests are a request only. Outback Discovery will do all possible to accommodate requests but cannot guarantee special requests can be met in all instances.

69. Travel Insurance: We strongly advise clients to take out travel insurance to cover any unforeseen circumstances which may arise (including, but not limited to: cancellation fees, loss of luggage, early return following death of a relative as defined in the respective proposal forms).

70. Cancellations are not effective until received by the Company. Days of notice are based on the first date on which clients commence arrangements booked through the Company, including pre-tour accommodation and flights. Days of notice commence from the day notice is received (during office hours not being weekend or public holiday) by the Company. The following fees apply to each individual person on cancellation:

CANCELLATION FEES

DAYS OF NOTICE: FEE PER PERSON

65 days and over	Loss of Deposit
64 days to 14 days	50% of tour fare
13 days to 8 days	75% of tour fare
7 days or less	100% of tour fare

Please note: Transferring to another date is treated as a cancellation and cancellation fees will apply.

71. AUTO CANCELLATION

Please note: Bookings will be **AUTOMATICALLY CANCELLED** if deposit is not received by Outback Discovery **within 7 days of booking.**

72. SECURITY DEPOSIT

A minimum security deposit of \$250 per person is payable within 7 days of booking to ensure a place on the tour is held for the client. Any security deposits paid will automatically be credited towards the tour price at the time of final payment, unless otherwise requested. Deposits are non-refundable and non-transferable. Deposits stated above are correct unless otherwise stated in promotional offers.

73. PAYMENT OF TOUR PRICE

The total tour price must be paid no later than **65 days prior to departure TO CONFIRM BOOKINGS** unless otherwise stated in promotional offers. It is the sole responsibility of clients to pay the tour price by the due date.

74. Tour Price and Duration: All prices in this brochure are quoted in Australian currency and include tour preparation, operation and marketing costs. All prices in this brochure are

current at time of printing but are subject to change without notice. The number of days duration stated in each itinerary includes day of departure and day of return.

75. Included in Your Fare: All coach travel, service of a Tour Manager, airport transfers, meals, accommodation, sightseeing and admissions as indicated in the itinerary.

76. NOT Included in Your Fare: Airfares (unless specified on itinerary pages), meals not specified in the itinerary, drinks, laundry, optional activities and items of a personal nature. Changes to flight schedules may require additional overnight accommodation at either commencement or completion of tour, which is at client's own expense.

77. Airfare Conditions: Discounted airfares are subject to availability and conditions apply. Your Outback Discovery reservations consultant will book the most appropriate fare for your tour. Please note that some discounted airfares have conditions which make them unsuitable to be used in conjunction with these tours. Full details and conditions may be obtained from your travel consultant. Changes to original tickets will incur amendment fees, are subject to availability and surcharges may apply. Please note: All airfares are subject to routing restrictions. Airfares and applicable taxes are subject to increase without notice due to fare and tax changes, surcharges dependent on class available at time of booking and other factors outside our control. Please contact your travel consultant for the applicable rules and regulations.

78. Airport Transfers: Domestic airport transfers are included. They are only available on the day of the tour's departure and the day the tour terminates at designated times. Transfers outside these times will be at the client's expense and arrangements. Clients who have purchased Outback Discovery pre and post tour hotel accommodation will be provided Airport transfers to/from their hotel to the airport. If your airline booking is not made by Outback Discovery, you must ensure your flight details are provided to Outback Discovery (this can be entered by Tour Personaliser at www.outbackdiscovery.com.au). Please note: No refund will be given for unused transfers. Transfers cannot be routed to other pick-up points or destinations. Clients who miss the pre-booked transfer will be responsible for making their own way to/from the hotel at own expense. Transfers must be booked and flights advised to Outback Discovery a minimum of 60 days prior to travel otherwise transfers cannot be guaranteed.

79. Hotel Accommodation: It may be necessary to substitute a hotel of a similar standard than the advertised hotel. **IMPORTANT:** Overnight accommodation required to meet tour and/or flight connections is not included in the tour price and is at clients' own expense.

80. Tour Participation: Outback Discovery welcomes passengers with disabilities or special needs provided they are accompanied by a companion capable of providing all assistance required. Any special requirements must be advised at time of booking. The Company reserves the right to refuse to carry any person who it deems cannot fully care for themselves on Tour without assistance. Wheelchairs and walkers cannot be carried on motorcoaches, due to space limitations. Wheelchair passengers should be aware of these limitations. We regret that we cannot provide individual assistance to a passenger for walking, dining, getting on and off motorcoaches or other transportation vehicles, or other personal needs. Travellers who need such assistance must be accompanied by a qualified companion.

81. Health & Fitness: Tours include up to 1 - 5 kilometre walks over steps and uneven ground and in some cases can be during high temperatures. For client safety and enjoyment you should be in good physical condition to participate in all tours. Some walks vary in degree of difficulty from moderate to difficult.

82. Medical Equipment: Please note that in some remote outback locations electric power may not be available 24 hours per day.

83. Itinerary Changes: During local or national holidays, certain facilities such as museums and restaurants, sightseeing tours and shopping may be limited or not available. Alternatives will be offered if possible. In the case of breakdown or other unforeseen circumstances, Outback Discovery reserves the right to charter the services of other transport companies and to make any other changes as required to ensure the smooth and safe operation of the tour.

84. Images, Photographs and Information: The photographs in the brochure and information provided represent typical scenes and descriptive detail for each tour, but it is possible that the subject matter may not be seen or experienced whilst on tour. Some pictures may have been digitally enhanced.

85. Single Accommodation: A limited number of single rooms are available at a Single Supplement Rate for each tour. In some locations, single rooms are smaller than twin rooms.

86. To ensure all clients have the opportunity to enjoy front and window seats, a daily seat rotation system is employed.

87. Additional Optional Activities: are not included in the tour cost and incur an additional charge. Tours are subject to availability, operational and seasonal factors. A minimum number of people are required for some activities to operate and must be booked on tour unless stated otherwise on individual itinerary pages.

88. These Terms and Conditions may be subject to further changes by the Company from time to time and are shown on the Company website.