

BILBY TRACKS

TERMS & CONDITIONS OF TRAVEL

ACCEPTANCE OF TERMS & CONDITIONS

It is understood by the Save The Bilby Fund that the terms and conditions of travel are understood and accepted by the participant when the booking form is completed and signed, and the fee is paid.

PAYMENTS, CANCELLATIONS AND REFUNDS

Bookings can be made by completing the booking form and a non-refundable deposit per person is required within 7 days of booking to confirm your place. All balance payments must be received by Save The Bilby Fund at least 60 days prior to the trip start date. Payments can be made by credit card and direct deposit.

Save The Bilby Fund also reserves the right to cancel this trip due to insufficient numbers or local weather events and in this instance a full refund will be offered.

CANCELLATION POLICY

The following fees apply according to the notice given:

- 60 days or more prior to the commencement of the trip—forfeit deposit paid (subject to specific trip conditions)
- 59—14 days prior to commencement of trip—50% of total fare paid will be refunded.
- Less than 14 days prior to commencement of trip—no refund payable.

TRAVEL INSURANCE

Travel insurance is not included in this trip. It is strongly recommended that insurance be taken out to fully protect against any unforeseen events that might occur including, but not limited to cancellation fees, airfare and / or land content costs or curtailment expenses arising as the result of illness, strikes, loss of luggage etc. Travel Insurance is the responsibility of the participant and is subject to conditions, including preexisting illnesses and mature age participant surcharges. We suggest you contact your local Insurance Agent to discuss options available to you. Note some credit card pro-

viders offer free travel insurance if their credit card is used in the payment of the trip fees.

TRIP PRICES

All prices quoted include GST. Trip price includes meals, tent based accommodation with shared amenities and other activities as per the itinerary. The itinerary includes 2 hotel meals that are not covered in the trip fee and are paid by participants.

Trip price excludes drinks, travel insurance or items of a personal nature.

ITINERARIES

Save The Bilby Fund arranges Bilby Tracks trips on the condition that it is not liable for any damage, injury or loss which may occur due to accident, delay, Irregularity or defect of any vehicle, vessel or accommodation.

The trip itinerary is a guide only, and although we will make every reasonable effort to adhere to the program, we reserve the right to make any alterations as necessary. Alterations may come about due to weather conditions, strikes, vehicle breakdowns or other reasons. Any additional expense incurred by the participant is not our responsibility. We can give no guarantee of the exact arrival and departure times for carriers and operators used by us on the trip and will not be liable for failure to make connections with other services or attractions beyond our control.

SPECIAL DIETARY REQUIREMENTS

Special meal requests must be advised at the time of booking. All efforts are made to accommodate special dietary requirements, like vegetarian and coeliac meals.

HEALTH AND FITNESS

It is important that all participants are reasonably healthy and / or fit to participate in our trips. There is generally a reasonable level of walking involved on uneven tracks or ground. Some off-track walking may also be offered.

There will be times when you will participating in outdoor activities for around 3-4 hours. At these times you may standing or walking for much of the time.

You should be able to get in and out of transportation including 4WDs and utility terrain vehicles unassisted and to be able to manage your own luggage.

Participants must advise Save The Bilby Fund of pre-existing medical conditions that may affect their ability whilst on the trip. Save The Bilby Fund reserves the right to accept / decline and / or terminate a person's participation in a trip, if it is believed that it is in the best interest of that person or other participants on the trip. If terminated whilst on the trip, no refund will be given, and the participant is responsible for their return transportation costs (see conditions below).

SPECIAL NEEDS

It is essential you advise us of any mobility, medical conditions or special needs you may have at the time of booking so that we can ascertain if your needs can be met.

Save The Bilby Fund and our transport representatives/crew or any carrier reserves the right at its discretion to exclude from a trip, or to terminate the travel arrangements of any person during the course of the trip without refund, of anyone who:

- is incapable of caring for themselves without a minder/carer
- is unable to cope with the requirements of the trip or who may need or require services or facilities that are not available
- fails to comply with the reasonable instructions of our staff or contractors
- engages in illegal or undesirable behaviour or interferes with the enjoyment of or jeopardises the safety of other participants

Anyone so excluded will be required to disembark at a safe public location, transport from which will be wholly their responsibility.

You agree that Save The Bilby Fund and our transport contractors are released from all liability for, and you agree not to hold Save The Bilby Fund and our transport contractors responsible for, termination of your travel arrangements in accordance with the previous condition, or any decision made by Save The Bilby Fund or our transport contractors or by any service provider who refuses to provide you with special accommodation facilities or services that are not available or who refuses to carry you by reason of any disability or medical condition.

SMOKING & ALCOHOL

Government regulations prohibit the consumption of alcohol on board Coaches. Smoking is also not permitted. Smokers will find that rest stops provide the opportunity to smoke.

TRIP PHOTOGRAPHS

You agree that Save The Bilby Fund or its contractors may take photographs and films of you while you are on a Bilby Tracks trip and that these may be used in our advertising or publicity material or online without obtaining any further consent or payment in respect of such photographs and/or films.

LIABILITY

Save The Bilby Fund or our transport contractors reserve the right to alter or change the itinerary, accommodation or activities at any time for any reason.

We reserve the right to substitute transport at any time when circumstances may require so, without prior notice. We shall not be liable to any person taking our trip for death, loss (including loss of enjoyment), injury or damage to such persons or their belongings or otherwise in connection with any accommodation, transportation or other services or resulting directly or indirectly for any occurrences beyond our control including breakdown of equipment, theft, delay or cancellation or changes in itinerary or schedules etc.

Any term, condition or warranty express or implied by Statute or otherwise, for the products and/or services is excluded to the full extent permitted by law. However, nothing in your booking contract excludes, restricts or modifies the application of the Australian Consumer Law as amended, consolidated, supplemented or replaced.

To the full extent permitted by law, Save The Bilby Fund's liability arising under or in connection with your booking contract:

- (a) Is limited to the re-supply of the products and/or services or the payment of the cost of the re-supply of the products and/or services to you;
- and
- (b) Excludes liability for any indirect or any consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary, or punitive damage to you or any other party.

THIRD PARTY SUPPLIERS

Our trips and activities may include the services of other operators who are not agents, servants or employees of Save The Bilby Fund. Third party trip components include where applicable land, sea or air transport, accommodation, meals, attractions, etc. All such providers are referred to as suppliers.

Suppliers are not under the direct control of Save The Bilby Fund. Whilst we take all reasonable care in selecting the operators of services and optional excursions, we cannot and do not take responsibility for the conduct of the operators, their servants and agents, or for any ramifications of that conduct. We cannot accept any liability for any injury, damage, loss, accident, delay, sickness or irregularity which may be occasioned by any supplier or their employees such as the failure of a hotel to provide any of the service normally available or any defect in any vehicle or other conveyance. Some 3rd party suppliers may require participant contact details in order to fulfil dietary/medical requirements.

Save The Bilby Fund is obligated to offer this information unless advised by the participant/s not to do so.

Our trips and activities may include the use of facilities such as public toilets, parks and accommodation (such as campgrounds) that may also be accessed by other users / members of the public at the same time. Save The Bilby Fund accepts no responsibility for the cleanliness and safety of such facilities and/or the actions of any other user.

Save The Bilby Fund accepts no responsibility for losses or additional expenses resulting from any delays or changes in air, motor, and other services, sickness, weather, strikes, lockouts, war, natural disasters or any other causes. We cannot guarantee the exact arrival and departure times for any of the services including in the trip arrangements and therefore are not liable for any failure to meet connections with any other service. Whilst we will take all reasonable care to ensure our participants enjoy the trip, we accept no liability for any loss of enjoyment experienced by participants due to circumstances beyond our direct control and other services, sickness, weather, strikes, lockouts, war, natural disasters or any other causes. We cannot guarantee the exact arrival and departure times for any of the services including in the trip arrangements and therefore are not liable for any failure to meet connections with any other service. Whilst we will take all reasonable care to ensure our participants enjoy the trip, we accept no liability for any loss of enjoyment experienced by participants due to circumstances beyond our direct control.

TERMINATION OF BOOKING CONTRACT OR CHANGE OF TRAVEL ARRANGEMENTS DUE TO FORCE MAJEURE

If Save The Bilby Fund, in its reasonable opinion, considers that any Force Majeure event prevents us (whether directly or through its employees, contractors, sub-contractors and agents) from lawfully and/or safely providing any products and/or services, the subject of the booking contract to you, we may immediately by written notice:

(a) Terminate the booking contract (in whole or in part); and/or

(b) Change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs of performing this service as mentioned above.

LIMITATION OF LIABILITY IN THE EVENT OF FORCE MAJEURE

In the event that we cancel or change your travel arrangements in any way due to a Force Majeure event, we will not be liable to you in contract, tort, statute or restitution of any loss (including but not limited to loss of deposit or purchase price and loss of enjoyment), damage, costs, charges, expenses or injury resulting from or in connection with (whether directly or indirectly):

- (a) The cancellation or change of travel arrangements; and/or
- (b) The Force Majeure event.

For the avoidance of doubt, we are not liable to refund any part of the deposit and/or purchase price paid by you if we subsequently change or cancel your travel arrangements in connection with a Force Majeure event. World weather patterns, civil unrest and terrorism are becoming more erratic and unpredictable and these are risks beyond our control. It is your responsibility to purchase adequate comprehensive travel insurance to protect yourself against these risks.

COMPLAINTS AND LOST PROPERTY

If a problem occurs during your trip, please advise Save The Bilby Fund staff or coach driver as soon as possible, so that steps can be taken to resolve the matter. If for any reason you remain dissatisfied, any complaint must be made in writing to us within thirty (30) days of the last day of the trip. As well as the matters previously referred to in these Terms and Conditions, Save the Bilby Fund and its transport contractor are not liable for lost or damaged baggage and personal property. We strongly recommend that you take out fully comprehensive travel insurance with a reputable insurer.