



## General Terms, Conditions, Booking & Cancellation policy

- EXPLORE WA will use its best endeavours and make every effort to operate all tours and training programs as advertised.
- I/we understand that EXPLORE WA operate in remote areas. EXPLORE WA reserves the right to amend, vary, re-route or cancel an adventure itinerary where, in EXPLORE WA'S best judgement, road, climatic, operational, government restriction or any other circumstances deem it to be necessary.
- While all care is taken by Explore WA, we may from time to time have to change or modify pre disclosed meet points or start/finish times for operation, safety or any other circumstance in which Explore WA see's fit. Explore WA will contact you at its earliest convenience with any changes.
- I/We understand the WA bush can be an equally beautiful and dangerous place. Access into areas of which we travel as always have the possibility to increase the chance of damage to your vehicle. You should expect bush pinstripping from overgrowth and other associated breakages that come with enjoying this lifestyle we engage in, and this extends to any Explore WA adventure or training event.
- Due to unforeseen circumstances such as weather, track conditions and/or closures and any other circumstance that may possibly arise during the course of a remote tag-a-long adventure, we may have to reroute, alter, change or otherwise modify the tagalong; please allow an extra day for completion above what is originally set out in the adventure information provided.
- At the discretion of EXPLORE WA, a Tag-a-long adventure or training program may not proceed if minimum numbers are not met. EXPLORE WA shall advise you as soon as possible should an adventure or training event not proceed under this clause. A Credit note for the entire amount will be issued for use on another Explore WA adventure valid for 24 months.
- EXPLORE WA welcomes children to adventures and events. It is our belief all children should have access and exposure to the country around them at any age. In saying this, you as their legal guardian must ensure in your specific situation that all needs, requirements and care are 100% achievable while involved with an EXPLORE WA tag-a-long adventure. You must also be aware and take reasonable steps to ensure your children are well behaved and don't negatively impact other guests who are equally entitled to the enjoyment of a trip away.
- No pets are permitted on any EXPLORE WA tour or training event, unless specific written permission is obtained, and it is legal to do so in the areas we travel.
- I/we understand and accept that EXPLORE WA tag-a-long adventures and training events are challenging, self-sufficient experiences.
- I/We understand, as often happens off road, overgrown tracks could be accessed where pin striping of vehicles will occur. We love our paint as much as anyone else, but please bear this in mind as it is a normal part of the off-road experience in some areas in which we travel.
- I/we agree to observe the safety advice and other instructions of the authorised tour leader/trainer for the duration of the tour or training program.
- I/we understand and accept that EXPLORE WA is not in any way liable for the acts, omissions or default whether negligent or otherwise, of the other participants.
- While every care and precaution is taken, I/we understand that EXPLORE WA is not liable for the sickness or injury of any participant.

– I/we confirm that we do not have any pre-existing medical condition or disability which will impact on or prevent me/us from participating in or completing this tag-a-long adventure or training event. You need to tell us immediately should you suffer from an ailment while on an adventure, or at time of enquiry for a prospective adventure booking.

– Where a tour or training program is carried out in an area without proper medical services, Explore WA and its servants and agents are expressly authorised by me/us and each participant for whom we are responsible to take such action as is -necessary for the provision of medical services. This shall include, but not be limited to, the arrangement of any medical evacuation service by air/road, the attendance of any doctor/nurse, and any necessary hospital service.

– I/we understand that all associated costs of the provision of medical services as specified in Clause above are to be borne in full by you, the guest.

– EXPLORE WA strongly recommends that you take out a comprehensive travel insurance policy including medical evacuation coverage, weather, cancellation, vehicle damage, vehicle breakdown and theft of personal property in order for you to be covered against any losses for which you would otherwise be liable under this agreement for travel on an Explore WA 4wd Adventure.

- I/We agree that there is a 0 tolerance to driving under the influence of alcohol.

– We operate our business under license the department of parks and wildlife with requirements to uphold core environmental values & objectives and actions by individuals including dumping of litter, disregard for native flora/fauna or any activity that damages or disrespects the environment in Explore WA opinion, is strongly objected, and anyone who disregards concerns raised by Explore WA will be asked to leave the adventure or training event.

– It is the vehicle owner's responsibility to ensure all waste created by participants are taken away for disposal.

– Explore WA may operate, with permission, tours accessing private land, where you enter entirely at your own risk, and all claims arising for damage, injury, loss or death sustained while on private property are not the responsibility, or liability of Explore WA, the Private Land Owners, or any other party associated or involved with Explore WA. Participate at YOUR OWN RISK.

- I confirm that I and any co-drivers possess a driver's license is valid in Australia.

– I/we accept full responsibility for the maintenance of my/our vehicle during the Tag-a-long adventure or training event. This includes regularly checking water, battery and oil levels as well as tyre pressures.

.- I/we understand that 'tag-along-tours' are challenging self-drive adventures traversing remote areas.

-I/we understand that the tour price does not include the cost of any vehicle repairs or towing expenses.

-I/we understand that we will be liable for all traffic offences incurred during the Tag-a-long adventure or training event.

-EXPLORE WA position is that is a requirement that you have some form of vehicle insurance (in addition to third party) to cover damage or misadventure.

-All advice given by Explore WA is of a general nature and should be treated as such. Please assess the information you have been given, and act upon on it only so long as you are 100% comfortable with the specific direction(s).

-If at any time you are unsure, or believe a direction by explore WA to be unsafe or negligent, stop immediately & seek clarification.

-While participating in an Explore WA training event, you must abide by all reasonable requests given by Explore WA representative.

-You understand Training takes place in areas frequented by other 4x4 enthusiasts outside of our group, and vehicle interaction is common in these areas nor can it be completely controlled – always remain alert for traffic.

-It is your responsibility as the driver to ensure all passengers in your vehicle are aware, and adhere to what is expected by you from all pages of this agreement. By signing the document, you do so on the behalf of all passengers attending, and you should take reasonable steps to make this document available for those attending in your vehicle so they are of full understanding & compliance.

## **Booking and Cancellation Policy**

**As a small group Tagalong tour operator often operating in remote locations, our business depends on maximising occupancy on our small group tours and cancellations often result in spots unable to be filled at short notice as well as impacting viability of running adventures with reduced numbers.** Compounding the above is the COVID-19 situation which can change often, requiring us to amend at times, terms & conditions surrounding bookings directly or indirectly impacted by the COVID-19 Pandemic. Below outlines how bookings work & what happens in the event the trip is unable to go ahead, or you are no longer able to attend.

### **GENERAL BOOKING:**

To book you can contact us via phone, email or through the website booking portal. All trip information is available on the website & can also be sent by email. Additional screening & contact will take place by email & regular updates provided in the lead up to adventures. Please note, only full trip payments are accepted via the online booking system, should you wish to pay a deposit you will need to contact us direct. Ideally, we will email an invoice out to you after discussing your questions & suitability for the chosen adventure.

[admin@explore-wa.net](mailto:admin@explore-wa.net) | 0406108480 | [www.explore-wa.net](http://www.explore-wa.net) | [www.explorewa4wd.com.au](http://www.explorewa4wd.com.au)

### **Deposits:**

If you would like to pay a deposit this must be done direct

50% Deposit is required at the time of booking, unless otherwise specified in the information sheet.

### **Complete trip Payments:**

If you would like to pay the full amount, you can do so via an emailed invoice we will send you at the time of onboarding. Contact us at [admin@explore-wa.net](mailto:admin@explore-wa.net), you can also book at [www.explore-wa.net](http://www.explore-wa.net) direct via the website.

### **Cancellations including sickness or change of mind & change of circumstance:**

20% of the total booking amount is non-refundable or transferable.

Remaining amounts are handled as such

You will incur

+90 Days prior - return of remaining deposit

90-60 Days prior - 30% of total trip value withheld.

<60 days – No refund, all payments final.

\* We recommend all guests travel with domestic travel insurance to cover unforeseen events such as sickness.

## **Transferring Trip in event of sickness, cancellation or change of mind**

Due to the nature of our small group trips, simply transferring your booking so another adventure is not possible unless we are able to fill your vacant spot on the adventure.

If we can fill your spot with another paid client on your original chosen adventure we will allow you to transfer your booking to an alternative available adventure in the next 12 months with the amount already paid credited to your new adventure. If there is a difference in trip costs where the new adventure is greater, then these additional costs will be applicable to your new booking. If no replacement adventures suit at time of occurrence, a credit note will apply for the period of 18 months from the date of the original booking. No refunds will apply to differences in amounts where the adventure cost is less than your original booking.

## **Payment Schedule**

**Balances for our adventures are payable**

- **4 months prior to adventures over 10 days**
- **3 months prior for trips between 5-9 days**
- **2 months prior for trips 4 days & under.**

## **For all adventures 8 Days & Over i.e The Canning Stock Route & Oombulgurri , Gibb River Road & Pilbara adventures, Coast to Coast, Great Victoria Desert Adventures**

Due to their extremely remote nature & lead times for trip planning see as follows.

A 30% Deposit is required to secure your spot on this adventure.

- Deposits are non-refundable.
  - At 120 Days Balances are due & all payments are final, unless we are able to secure another passenger to take over your booking. In this case we will refund you, less any discounts provided to fill the spot or other costs such as incurred advertising costs to fill your position on the trip at short notice.
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All above return of monies are subject to reduction due to incurred costs for your adventure. This include, but are not limited to, payments to suppliers or third party providers, the online payment gateway charges, accommodation & third parties where we are unable to recoup funds. These are known as incurred costs.

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- Please note all Explore WA trip prices include 2 Adults & up to 2 Children (Noted as Per Vehicle) unless otherwise set out in the specific information sheet. You will need to contact us for specific additional person charges at time of onboarding/booking.
- In the case of any cancellation prior to commencement by EXPLORE WA for instances within our control, we will, at our discretion to best suit the situation offer up one of the following; In most cases a full refund of entire monies paid less expenses already expended for the provision of service, or try to include you on a subsequent adventure or provide a credit note to use within 18 months.
- In the case of any cancellation prior to commencement from circumstances outside our control, such as weather, these will be dealt with on a case by case basis & may include postponement or inclusion on another adventure where possible by way of credit note, or refund. Your travel insurance should cover any gap or loss in this circumstance & that is why we recommend all guests take out cover for travel & activities in Australia, just like you would overseas.
- Should it be necessary for you to cancel your booking for an adventure, you must notify EXPLORE WA immediately in writing, as first option, and subsequently by telephone on contact numbers provided in your information package. The notification will take effect the day it is received by EXPLORE WA in relation to the time of commencement of adventure or training

## **Covid – 19 Booking Policy**

“With these unprecedented times, it has been a very challenging time for our business. You may have experienced uncertainty & confusing terms when trying to cancel, postpone or recoup money during the pandemic” We must balance transparency & fairness for all involved including our valued clients & us as small business owners.

*Please note the following Covid-19 policy **will apply in addition** to our regular terms & conditions from the **29th/04th/2020** & are subject to be amended, updated or otherwise changed to reflect the fluid nature of the handling of the Covid-19 Pandemic*

**Next Review Date 01/1/2023**

**Period; Up to 120 Days**

**Last Updated 04/08/22**

- 1.1 All deposit amounts less the non transferable or refundable 20% total value, are transferable when Covid-19 government mandated closure directly impacts the running of our adventure; Assessment will apply as in clause 1.2..
- 1.2 Should the trip not be possible to run directly due to Covid-19, government restriction in the State of Western Australia or where there is an intrastate or interstate border closures limiting your access to the state or regions, all monies paid above the deposit amount are refundable less incurred costs or can be held on your request. This will be assessed with a final decision 14 days prior to travel or as current situations & circumstances at the time would reasonably allow.
- 1.3 Should a travel restriction be imposed 14 days or less from commencement of the scheduled adventure where we cannot run the adventure an entire postponement of monies will apply until the following calendar year or 50% refund at your discretion.
- 1.4 Separate Covid-19 Terms apply to the Canning Stock Route & Oombulgurri Adventure (2022/2023) & will be sent by email as part of the booking process.
- 1.5 All payments made to third party suppliers or providers where money cannot be returned, refunded or otherwise reimbursed to us on your behalf will not be eligible for refund to you until such time as the third party supplier or provider returns these funds to us.
- 1.6 Should you be affected by Covid 19 immediately prior to a tour, you must notify us immediately & not attend until a negative RAT test. Should you begin to display any symptoms whilst on tour, you must alert us immediately & take steps to isolate yourself as much as practical from the group which may include leaving the adventure immediately. We will follow the relevant health advice in this instance to ensure the health & wellbeing of guests subject to the relevant health advice provided from official channels.
- 1.7 All guests are expected to be vaccinated in line with Government policy which where they will allow entry through the regions of WA including aboriginal reserves.
- 1.8 Guests must carry a supply of masks as required in their vehicle & we urge everyone to have a RAT test available. Where possible Explore WA will supply a limited amount of face masks & RAT tests for your use.
- 1.9 We are unable to provide a refund in full or part for non-attendance due to a Covid-19 infection or requirement to self-isolate & any subsequent loss incurred.

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## **Legal Considerations**

EXPLORE WA or its representatives associated with training or adventures DO NOT accept any liability for any damage to any persons or property resulting from the subsequent action of participants. I give my permission for EXPLORE WA to use any digital, film or video photographs that may be taken of me, my family or my vehicle, in their advertising, web site, or Facebook page. NB. If you do not wish your images to be used, please alert us.

Notwithstanding anything contained in this Agreement to the contrary, EXPLORE WA shall not be liable for any loss, injury, delay, damage or other casualty suffered or incurred by you due to storms, fires, earthquakes, explosions, embargoes, pandemics, Government directives, Government restrictions or any other law or regulation, litigation or labour dispute, act of God, war, terrorism, or any other cause which is beyond our reasonable control.

This Agreement is and shall be governed by and construed in accordance with the law of the State of Western Australia. Any legal conflict which may arise under this Agreement shall be resolved in the legal jurisdiction of Western Australia.

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