

# Beachwalks Terms and Conditions

## Booking Terms and Conditions

Prior to booking with us please take the time to read and understand the terms and conditions of booking set out below.

### ➤ Contract

All bookings are made with Diamond Perth Pty Ltd trading as Beachwalks WA (ABN 47600943842) (us/we). By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your Booking Confirmation invoice.

### ➤ Deposit Requirement & Final Payments

**DEPOSIT:** Bookings are not confirmed until payment is received in full. For group bookings of more than 10 people, a 20% deposit is payable at time of reservation.

**FINAL PAYMENT:** Balance of payments must be made within 7 days of the tour. If this balance is not paid on or before the due date, we reserve the right to treat your booking as cancelled, and to retain any deposit.

For reservations made 7 days or less from departure date, full payment is due at time of booking.

Prices are in Australian dollars and must be paid in Australian dollars.

### ➤ Acceptance of booking

Once we accept your booking and payment we will issue you with a confirmation tax invoice. A contract will exist between us from the date we issue this confirmation invoice. If you are making a group booking on behalf of others it is presumed you have the authority from the rest of the group members to act on their behalf. We reserve the right to refuse to accept a booking based on the information revealed to us.

### ➤ Prices Variations & Currency Surcharges

Our tour prices are subject to variable and seasonal pricing including discount offers. Our prices may vary at any time in accordance with demand, availability and market conditions. Different passengers on the same tour may have been charged different prices. Our best advice is if you like the price you see ensure you book at that time. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. Our website contains our most up to date pricing.

Prices are based on currency exchange rates at time of booking. While we do our utmost to avoid any price increases, we reserve the right to change any of our published prices without notice for any negative currency fluctuations in excess of \$100, at any time until full payment is received and for any other reasons outside of our reasonable control (including without limitation, to cover changes in government taxes and charges or a force majeure event), at any time prior to travel.

## ➤ Your Responsibility

It is your responsibility to thoroughly read the itinerary and choose a trip to suit your ability and fitness. Walkers must be in good health and be moderately fit in order to undertake an extended walk. No training and preparation work is required prior to departure, however, the more physically prepared you are, the more enjoyable your walk will be.

You should have adequate fitness for walking the expected terrain on the tour you have chosen. Beachwalks Walking Tours can include rough and uneven terrain, including soft and unpredictable beach sand, and steep cement stairs or ramps, which can provide a challenging ascent and descent onto the beach for some walkers. Walking in sand can also be surprisingly difficult if you have a low level of fitness. Please let us know if you feel that you might need assistance during your walking tour. Beachwalks WA is able to accommodate a range of fitness levels, disabilities and capabilities during our tours, including the ability to adapt our walking itineraries to suit accessibility needs. We also have access to Beach Wheelchairs at certain beaches, which can be manoeuvred easily on the sand. Please contact us no later than 7 days before departure if you would like to access these services.

Beaches in Australia can receive varying extremes of weather from cold, heavy rain to hot temperatures and strong winds. Please bring a light jacket with you, even in summer, as the afternoon breeze can be chilly. A broadbrim hat, sunglasses and sunscreen will ensure that you are not burnt by the bright sun. We encourage beach walkers to walk barefoot on the sand, as it increases stability and allows you to enjoy the breaking waves on your toes – however, be aware that the sand can be hot, particularly in the height of summer, and having some light sandals or flip flops that you can slip on and off as you walk along the beach will be an advantage.

We are happy to discuss your suitability for our walks over the phone if you need clarification. It is your responsibility to bring adequate clothing & footwear to suit the conditions, please refer to our suggested packing list with your pre-departure information. It is your responsibility to tell us of any relevant medical conditions or special diet requirements at the time of booking and we will attempt to cater for these special needs to the best of our ability.

For the majority of our trips, we have no lower or upper age limit, though we remind you that our trips can be physically demanding and walkers must ensure that they are suitably fit for their chosen tour. Small children may need to be carried from the beach to the pathways depending on their walking ability. At all times, children must be accompanied by an adult, who takes full responsibility for their participation on the tour. Older adults may also require assistance getting onto the beach, and may find some beach access difficult. We are able to recommend the best beaches to suit your accessibility requirements and can provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

In order for us to confirm your travel arrangements, you must provide all requested details with the balance of the tour payment. Necessary details vary by tour they include but are not limited to full name as per licence/passport, any pre-existing medical conditions and dietary requirements. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

## ➤ Cancellation by the traveller

Groups over 10 people must cancel by email no later than 14 days from the date of departure. Group cancellations will forfeit the deposit. Groups under 10 people may cancel no later than 48 hrs prior to departure. Notice of cancellation is not effective until received by the Company and must be made during office hours and do not include weekends or public holidays. If you cancel some or all portions of your booking cancellation fees will apply. If you cancel a trip:

### **NORMAL TOUR PRICES:**

#### Australian Tours

14 days or more.... Loss of deposit

3 – 7 days .....Loss of 50% of tour fare

Less than < 48 hrs.....Loss of 100% of tour fare (regardless of circumstances).

We strongly advise talking out cancellation insurance at the time of booking which covers cancellation fees.

If you do not complete a tour and leave for any reason after it has commenced such as of bereavement, injury or illness we are not obliged to make any refunds for unused services. If you fail to arrive at the pre-arranged meeting place, join the tour after departure, or leave prior to its completion, no refund will be made. Travel insurance and medical insurance are therefore strongly recommended.

## ➤ Cancellation by us

Our trips are guaranteed to depart once they have four fully paid travellers unless minimum group size specifically states otherwise or when a Force Majeure Event results in cancellation of a trip. We may also decide at our discretion, to operate trips with smaller numbers than this. We will under no circumstance knowingly place at risk the health and well-being of our guests and guides. We reserve the right to cancel our trips at any time, and for what ever reason as may be deemed necessary.

If we cancel your trip, you can choose to:

- hold a credit on file towards an alternative trip with a departure date within 18 months; or
- receive a refund of monies paid in full.

If the cancellation is due to a Force Majeure event, no refunds will be granted and clients will need to reschedule their tour to a future date within 18 months.

A "Force Majeure Event" includes but is not limited to, acts of God, fire, earthquake, flood, windstorm or other extreme weather events, war, civil commotion, riot, blockade or embargo, breakdown, union dispute, epidemic, pandemic, lack or failure of courses of supply, passage of any law, order, regulation, ordinance, proclamation, demand, requisition or requirement or any other act of any government authority, outside of the reasonable control of either parties whether or not foreseeable, which renders performance impossible.

We will not be liable in any way for bodily injury, delay, illness, death, damage, or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for our failure to perform, commence, or complete any duty owed to you if such death, illness, delay, bodily injury (including emotional distress or injury), damage or other loss or detriment to person or property is caused by a Force Majeure Event. We will not be liable for other costs associated with travel to the designated meeting point, overnight accommodation, meals, etc will not be covered by us and therefore we strongly recommend travel insurance be taken out prior to travel.

If we have cancelled your trip, the credit offering is subject to the following conditions:

- It cannot be combined with any other discount or offer.
- It is transferable to any other person.
- The credit is not redeemable for cash.
- The credit must be used towards an alternative trip with a departure date within 18 months.
- Any unused value may be held for future bookings.

## ➤ Altering your tour date

If you wish to change the date of your tour and transfer from one tour to another, you must notify us in writing at least 14 days for group bookings more than > 10 people and no less than 48hrs for groups less than <10 people. We will do our best to make the change to your preferred date, but it may not always be possible. The new transfer date must be within 12 months of the original booking date. If you notify us less than above dates prior to the proposed departure date the refund policy applicable to cancellations will apply. We recommend taking out travel insurance to cover any last minute changes to your tour dates that may be unavoidable. A booking may be transferred into another person's name with no penalty fees.

## ➤ Tour Exclusions

Your Beachwalks Walking Tour will take you on a guided walk along some of WA's most pristine coastline.

It does NOT include:

- Transport or transfers to or from the Meeting Point
- National Park Passes unless specified
- Parking tickets or fees
- Airport transfers, taxes and excess baggage charges
- Meals other than those specified in the itinerary
- Visa and / or Passport fees
- Travel insurance
- All personal expenses.

## Travel insurance & Indemnity Forms

Travel insurance is not mandatory for participating on a Beachwalks Walking Tour but is highly recommended for international visitors and should be taken out at the time of booking. We can organise this insurance for you, please ask when making your booking. When choosing travel insurance ensure you have medical coverage and a minimum coverage for repatriation and emergency rescue. The policy should cover you for personal liability, cancellation, curtailment and loss of luggage and personal effects.

Generally, in Western Australia, Australian citizens are liable for all emergency medical services, including St John ambulances and Emergency Search and Rescue. In the event of an emergency, Beachwalks WA reserves the right to organise any medical services or procedures that is deemed necessary for your care, and you agree that you will pay any costs that may be incurred as part of this treatment.

Instances where the injury is not life threatening but the evacuee is unable to walk out themselves such as sprains, broken limbs, severe fatigue or unexpected illness, your care will be coordinated by St John Ambulance, and costs can range up to and above \$980. Commercially Operated Helicopter Services such as an evacuation, varies from approximately \$2,000 up to \$6,000. Australian residents should ensure their private health care includes specific ambulance cover in case of helicopter evacuations which are not covered under domestic travel insurance or Medicare.

Overseas visitor health insurance is normally mandatory for many visa applications including the 482, 457, and 485 visas. However, if you are an international visitor to Australia we strongly recommend all our participants hold travel insurance. It offers benefits for doctor's visits, prescriptions, emergency ambulance rides and hospital treatments. In the event of an emergency or illness we may need to organise care for you, which is costly as a non-citizen.

**INDEMNITY FORMS:** All walkers will need to sign an indemnity prior to departing on their walk. This form indemnifies the company, its servants and agents or any of them from and against all costs, actions, demands, claims, and liability whatsoever and howsoever arising from or in any way connected with the walking tour (including any transportation to or from the area in which the tour is to take place) including such costs, claims, actions, demands or statutory duty or otherwise on the part of the Company, or any of its servants or agents, and including any liability in respect of or related to your death, personal injury or loss of or damage to any property owned or possessed by you.

## ➤ Change of itinerary

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary.

**Before departure:** If we are forced to make a significant change to the itinerary before your tour we will inform you as soon as reasonably possible if there is time before the departure.

**During the tour:** The Company reserves the right to alter the activities, services and/or itinerary. This may require Beachwalks to cancel a tour without notice, as may be found necessary for any reason whatsoever including, but not limited to road, weather or ocean conditions, track or park closures, strong winds, high seas, operational conditions and requirements. Where a tour is altered due to these conditions, our guides will provide the best alternative itinerary possible. If a helicopter or cruise activity on tour is cancelled a credit will be applied to your next booking with us.

## ➤ Authority on tour

Our group trips are run by our Tour Guides who are responsible for all aspects of your walking tour including group safety, operation of the tour and of course enjoyment. They have authority to do whatever is necessary to achieve these objectives, including the decision to refuse a guest to participate in a specific walk they deem would compromise the overall safety and/or interests of the group. The decision of the Guide is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by our Guide, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

## ➤ Claims & complaints

We want to provide you with an enjoyable walking holiday, but no matter how careful we are, things might sometimes go wrong. We'd like to have complaints remedied as quickly as possible. If you have a complaint about your trip please inform your Guide at the time in order that they can attempt to rectify the problem. If the problem cannot be resolved please contact our head office immediately by phone or email or put in writing to us within 30 days of the end of the tour.

## ➤ 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. If you do not wish to have images of you used please tick the box on your indemnity form.

## ➤ Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a tour. This information may be disclosed to our agents, service providers or other suppliers to enable us to operate the tour. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

## ➤ Acceptance of risk

You acknowledge you have read and understand these booking conditions and participation involves an increased degree of personal risk than normal and that you undertake the walking holiday freely, voluntarily and absolutely at your own risk and with a full appreciation of the nature and extent of all risks involved in the walk.

It is your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary.

## ➤ Liability

To the maximum extent permitted by law we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the Services or any other matter or thing relating to these Booking Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. This clause does not limit or exclude your rights under the CCA.

### **Limitation of Liability**

Where the law implies a warranty into these Booking Conditions which may not lawfully be excluded (in particular warranties under the CCA) our liability for breach of such a warranty will be limited to either supplying the Services again or payment of the cost of having the services supplied again.

## Indemnity

You indemnify us (and all of our subsidiaries, officers, employees, contractors and agents) against all losses, claims actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

- (a) your access or use of the Services, this includes your delegate's access or use of the Services; and
  - (b) any breach by you (or your delegate) of:
    - (i) these Booking Conditions; or
    - (ii) any additional terms applicable to providing the Services,
- except to the extent that such loss or damage as a direct result of our fraud or wilful misconduct.

## Third parties

We contract with a network of companies, activity providers, accommodation providers, airlines, transfer companies, local guides, government agencies, independent contractors, individuals and businesses to assist in the running of our tours, as agent for these third parties (Third Party Supplier). Third Party Suppliers may also engage the services of local operators and sub-contractors. Although we take all reasonable steps to select reputable Third Party Suppliers, we cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers may be subject to the terms and conditions imposed by these Third Party Suppliers and you may be required to sign additional terms when undertaking these activities. These may limit or exclude the liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and we do not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

We are not responsible for the acts and omissions, whether negligent or otherwise, of these Third Parties Suppliers. Any disputes between you and any third party, are to be resolved solely between you and that party.

## Vicarious liability

We shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment.

## ➤ Severability

In the event that any term or condition contained in these Terms and Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## ➤ Jurisdiction

This agreement and the rights and responsibilities of the parties will be construed and take effect in accordance with and be governed by the laws of Western Australia.

UPDATED 22 June 2020