

Outback Camping Encounters Terms & Conditions

General Responsibilities & Duty of Care

1. Outback Camping Encounters (OBCE) will use its best endeavours and make every effort to operate all tours and programs as advertised.
2. I/we understand that OBCE and/or its agents operate in remote areas. OBCE reserves the right to amend, vary, re-route or cancel an adventure itinerary where, in its best judgement, road, climatic, or other circumstances deem it to be necessary.
3. OBCE cannot guarantee exact arrival and departure times.
4. OBCE reserves the right to employ guides other than those advertised should the need arise.
5. At the discretion of OBCE, a tour program may not proceed if minimum numbers are not achieved. OBCE shall advise you as soon as possible should an adventure not proceed under this clause.
6. OBCE encourages young children to participate on OBCE tours during school holidays.
7. No pets are permitted on any OBCE tours programs.
8. I/we understand and accept that OBCE tours are challenging, self-sufficient experiences.
9. I/we agree to observe the safety and other instructions of the authorised tour leader/guide/trainer for the duration of the tour program. In the event any OBCE tour leader/guide/trainer believes the driver is impaired by alcohol and/or other substance and otherwise incapable to legally drive a vehicle, the participation of that person can be immediately terminated.
10. I/we understand and accept that OBCE and agents, is not a suppliers of hire vehicles or other travel services (all of which are hereafter referred to as "the other suppliers").
11. I/we understand and accept that all bookings made with OBCE are subject to the terms and conditions and limitations and liability imposed by the other suppliers, some of whom limit or exclude liability in respect to death, personal injury or delay.
12. I/we understand and accept that OBCE is not in any way liable for the acts, omissions or default whether negligent or otherwise, of the other suppliers.
13. While every care and precaution is taken, I/we understand that OBCE is not liable for the sickness or injury of any participant.
14. 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 tour program.
15. Where a tour is carried out in an area without proper medical services, OBCE 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.
16. I/we understand that all associated costs of the provision of medical services as specified in Clause 15 are to be borne by me/us.
17. OBCE recommends that you have a comprehensive insurance policy including medical evacuation coverage, cancellation & theft of personal property in order for you to be indemnified against any losses for which you would otherwise be liable under this agreement.

Tag-Along-Tours

18. For logistical and safety reasons, a tag-along convoy organised by OBCE can comprise no more than six (6) vehicles (plus guides).
19. I confirm that I and any co-drivers possess a driver's license valid in Australia.
20. I/we accept full responsibility for the maintenance of my/our vehicle during the trip. This includes regularly checking water, battery and oil levels, tyre pressures and that the vehicle/van GCM, GVM and towball masses meet legal requirements.
21. I/we understand that 'tag-along-tours' are challenging self-drive adventures traversing remote areas.
22. I/we understand that the tour price does not include the cost of any vehicle repairs or towing expenses.
23. I/we understand that we will be liable for all traffic offences incurred during the trip.
24. It is understood that in the event that OBCE arranges/facilitates hire of vehicles or other equipment for a client, the contract and terms & conditions for use of that equipment is between the client and the supplier of the goods.
25. OBCE recommends that you have fully comprehensive vehicle and van insurance (in addition to third party).
26. Any hire equipment obtained from OBCE must be paid for prior to collection.

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Booking & Cancellation Policy

27. To make a booking, client/agent must provide Outback Camping Encounters (OBCE) with written, or e-mailed instructions along with a 10% deposit payable by direct deposit. A booking is accepted on the issue of written confirmation by OBCE.

28. On trips of seven days or more, deposit must be received by OBCE a minimum of 30 days prior to departure. On weekend trips, receipt of deposit is at the discretion of OBCE.

29. On extended trips, the final balance of the specified amount payable for the adventure is due 60 days prior to departure. If a booking is made within 30 days prior to departure, then payment in full must accompany the booking.

30. In the case of any cancellation prior to commencement by OBCE, OBCE will offer a full refund of monies paid less expenses, or try to include you on a subsequent adventure.

31. Should it be necessary for you to cancel your tour, you must notify OBCE immediately in writing. The notification will take effect the day it is received by OBCE. On trips of 7 days or longer, monies will be refunded less incurred administration costs as set out in the schedule below :-

Number of days before departure:

More than 60 days Loss of deposit

59-41 days 40% of package price

40 - 31 days 60% of package price

30 days or less No refund

32. At OBCE's discretion, if your place can be filled by another full-paying client prior to the trip departure date, OBCE will refund your money in full, minus the deposit and incurred administration costs. We recommend you take out travel insurance to cover this possibility.

33. The non-issuance of an invoice or the non-payment and/or non-receipt of an invoice will not exempt participants from the cancellation penalties contained herein.

Legal Considerations

34. Neither OBCE, its Tour Leaders or other persons or organisations associated with training or tuition accept any liability for any damage to any persons or property resulting from the subsequent action of participants.

35. These terms and conditions are incapable of alteration or waiver by a servant, agent or representative of OBCE or by any other supplier.

36. I give my permission for OBCE to use any digital, film or video photographs they may take of me, my family or my vehicle, in their advertising, or web site. *NB. If you do not wish your images to be used, please cross out and initial this paragraph.*

37. I/we give permission to OBCE to provide our names, addresses & phone numbers to other participants on this tour, however, OBCE will not disclose my/our personal details to any other party without prior permission. *NB. If you do not wish your information to be passed on, please cross out and initial this paragraph.*

38. Notwithstanding anything contained in this Agreement to the contrary, OBCE 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, Government directives, 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.

39. This Agreement is and shall be governed by and construed in accordance with the law of the State of Western Australia.

40. Any legal conflict which may arise under this Agreement shall be resolved in the legal jurisdiction of Western Australia.

I/we understand and agree to the Terms & Conditions set out on both pages of this agreement.

(Please sign and retain a copy for your files.)

NAME(S) (Please print):

.....

Signed:

.....(Date).....

..... (Date).....