

Agent Booking Terms and Conditions 2022-2023



Agent Agreement

Please read and understand the **Agent Booking Terms and Conditions** detailed below prior to booking a Tour with Western Australia Luxury Outback Tours trading as Luxury Outback Tours.

We strongly recommend you also read the **Tour Itinerary** prior to confirming your Tour booking to ensure you understand the contents of the selected Tour/Tours your clients are undertaking.

Please note it is the responsibility of the Agent to ensure ALL individual Tour Participants accept Luxury Outback Tours' **Covid-19 Conditions**; and personally accept, sign, date, and return the Luxury Outback Tours **Tour Participant Booking Terms and Conditions Form and Tour Participant Declaration and Disclaimer Form** with **Proof of Covid-19 Vaccination** documentation prior to touring with Luxury Outback Tours.

All bookings are strictly subject to availability, and will be not be confirmed by Luxury Outback Tours until a Deposit and signed/dated Agent Booking Terms and Conditions Form (and individual Tour Participant Booking Terms and Conditions Form/s; and Tour Participant Declaration and Disclaimer Form/s), have been received.

Luxury Outback Tours reserves the right to update and/or alter these Agent Booking Terms and Conditions at any time, and it is the Agent's responsibility to be familiar with them. The latest Agent Booking Terms and Conditions may be requested at any time and will supersede any previous versions.

Our Contract

All tour bookings are made with Western Australia Luxury Outback Tours trading as Luxury Outback Tours (ABN 25 382 057 503). By booking a Tour with Luxury Outback Tours, you are deemed to have agreed to these Agent Booking Terms and Conditions (which constitutes the entire Agreement between both parties) and your booking will be accepted and confirmed on this basis.

The services to be provided by Luxury Outback Tours will be those referred to in your **Booking Confirmation**.

Covid-19 Conditions

In accordance with Luxury Outback Tours' duty to provide and maintain a workplace and touring environment that is free of known hazards, the following **Covid-19 Conditions** have been implemented to safeguard the health of our customers, employees, and the community at large from infectious diseases such as Covid-19.



Luxury Outback Tours is a 'CovidClean' Accredited business.

Covid-19 Travel Policy

Compliance with Australian, Western Australia (State), and Western Australian intrastate/regional border control government regulations and directives strictly apply to all Tour Participants of Luxury Outback Tours. This may include, but is not limited to:

- Passenger Declarations (travel from overseas);
- G2G Passes (travel from interstate);
- Vaccination Declarations;
- Pre-departure testing;
- Testing and quarantining on arrival;
- Masks; and
- Other directives such as social gathering, social distancing, and personal hygiene recommendations.

Confirmed Tour Participants of Luxury Outback Tours will not be permitted to participate in the tour if:

- They do not meet all of the compliance regulations and directives issued by the relevant Australian or Western Australian government authorities (such as those listed above);
- They have been directed by the relevant authorities to quarantine or self-isolate during touring dates;
- They have been identified as a 'Close Contact'; of a confirmed case of Covid-19; or
- They are displaying any Covid-19-related symptoms (*this may be discussed in further detail with management to determine a suitable outcome*).

Covid-19 Vaccination Policy

All Tour Participants of Luxury Outback Tours are required to provide Proof of Vaccination (must be fully vaccinated [double-dose + booster] against Covid-19 unless otherwise approved by a relevant Australian government authority) prior to touring with Luxury Outback Tours.

Proof of Vaccination documentation for each individual tour participant must be provided by the Agent to confirm a booking with Luxury Outback Tours.

Some destinations within tour itineraries include venues with Mandated Vaccination Requirements by the Australian or Western Australian government such as:

- Areas covered by a Liquor Licence;
- Accommodation providers;
- Restaurants / cafes;
- Indoor entertainment venues;
- Galleries and museums; or
- Other 'Specified Vaccination Venues' in Western Australia

Other Covid-19 Requirements and Recommendations:

- All Tour Participants are encouraged to download the Australian Government's COVIDSafe App (SafeWA) prior to touring with Luxury Outback Tours
Download App at <https://safewa.health.wa.gov.au/>
- All Tour Participants will be required to sign-in via the SafeWA QR Code, or a manual Contact Register, with Luxury Outback Tours upon commencement of a tour, and at relevant touring locations/venues throughout the duration of the tour.
- All employees of Luxury Outback Tours are required to be fully vaccinated against Covid-19.
- Luxury Outback Tours employees will maintain strict compliance with the company's 'CovidClean' Accreditation, Covid-19 Risk Management Plan, and robust vehicle/equipment cleaning regime.

Our priority is to protect the health and safety of our guests, and staff, at all times.

**These Covid-19 Conditions may be reviewed and updated in response to Australian Government Covid-19-related directives and regulations at any time.*

Tour Inclusions

Luxury Outback Tours are inclusive of tour transport; sightseeing; activities; accommodation; and prescribed meals and beverages only as stated in the Tour Itinerary selected and confirmed. Some activities may be changed or substituted without notice at the discretion of Luxury Outback Tours.

Tours are not inclusive of alcoholic beverages; some drinks; sundowners; personal water; snacks; items or expenses of a personal nature; flights; visa/passport fees; airport transfers; meals/beverages (those not included in Tour Itinerary); or optional activity fees. **Some meals do include alcoholic beverages as noted in tour itineraries.*

Agents are required to ask Tour Participants to advise of any special requirements, for example, health, mobility, or diet, at the time of Booking Request. Luxury Outback Tours will endeavour to meet all requirements (where possible), however cannot guarantee these special requirements will be met in all instances.

Access to on-tour interpreters and external interpreter services can be arranged upon request, prior to Booking Confirmation. Additional fees apply and services are subject to availability.

Minimum Numbers

Luxury Outback Tours requires a minimum of two (2) Tour Participants per Tour to operate.

Tour Participant details and signed Participation Declaration and Disclaimer and Tour Participant Booking Terms and Conditions Forms, must be provided to Luxury Outback Tours no later than 14 days prior to the Confirmed Booking Tour date.

Luxury Outback Tours reserves the right to vary minimum numbers above or below the standard two Tour Participants - these variations may be considered by management on a case by case basis and additional fees may apply.

Travel Insurance

Travel Insurance for Agents or individual Tour Participants is not included in any service or Tour offered by Luxury Outback Tours.

Luxury Outback Tours requires that individual Tour Participants purchase Travel Insurance with an appropriate insurance provider for Extended Tours offering: remote area pick up in the event of emergency; cancellation cover (general); cancellation cover (endemic, epidemic and pandemic communicable illness/disease); cancellation cover (cruise ship and airline diversions, delays and cancellations); and personal loss cover for property and delay.

We recommend this insurance is purchased prior to Booking Confirmation to insure the Booking Deposit.

Every effort will be made to follow the Tour Itinerary however circumstances such as breakdown; road closures; weather conditions; road conditions; staff illness etc. may require Tour times and itineraries to be amended accordingly. Luxury Outback Tours will not be liable for any costs incurred by Agents or Tour Participants due to such circumstances and no refunds will be given.

All Tour Participants are obliged to follow instructions provided by the Tour Guide/Driver in the interests of safety and harmony of the group.

Conditions of Travel

As a small, boutique operator, Luxury Outback Tours is able to allow for Tour flexibility in the interest of the Tour group participating, however there is a time frame in which we operate the Tours and so Tour Participant appreciation of the schedule is requested.

If elements of the Tour Itinerary are missed in such cases, the Tour Leader/Driver may be required to amend times and itineraries accordingly, and Luxury Outback Tours is not liable for any costs incurred by the Agent or Tour Participants due to such circumstances and no refunds will be given.

Luxury Outback Tours reserves the right to change or substitute Tour Itinerary routes; transport vehicles; staff; accommodation; or activities wherever necessary and will not be held responsible for delays out of our control (such as, but not limited to, severe weather conditions; guest arrival rescheduling e.g. changes in guest transport arrangements pre or post tour dates e.g. bus, train, plane, cruise ship), resulting in missed travel connections or loss/damage of personal belongings.

Luxury Outback Tours is unable to guarantee precise arrival and departure times throughout a confirmed Tour Itinerary however every effort has been made to ensure all Tour information promoted is listed as correct. Prices and services as shown however are subject to change or withdrawal without notice.

A compulsory vehicle inspection is implemented prior to all Extended Tour departures.

Wildlife

Sighting of birds, kangaroos, emus, whales, WhaleSharks, dolphins, seals and other animals or marine life mentioned in Luxury Outback Tours itineraries cannot be guaranteed as they are wild and therefore free to come and go as they please.

Wildflowers

The famous fields of everlastings in the regions north of Perth are rain dependent and so the display quality does vary according to the seasonal rains, as with all the wildflowers and orchids throughout the state of Western Australia.

The Queen of Sheba Orchid or other sun orchids are dependent on warm sunshine periods of up to three hours for them to bloom (approximately late August to early September).

Accommodation

If Accommodation listed on our website, brochures or written Tour Itinerary is unavailable during selected Tour dates, similar

accommodation of equal quality will be reserved for the Tour to be confirmed. **Note: Accommodation options may be limited and of varying standards in regional and remote areas of Western Australia.*

Tour Participants with accompanying children must reserve private accommodation (additional fees may apply); additional adults may be required to share with others in the Tour group on a twin share basis.

Alcoholic Beverages, Soft Drinks and Water

Alcoholic beverages, soft drinks and water are NOT included in the Tour Rate (unless otherwise stated in your Tour Itinerary) and therefore purchase/payment of all beverages on Tour is the responsibility of individual Tour Participants.

Luggage Limits

Luggage on Tour is limited to one medium to small sized 15Kg, soft side bag per person. A small day pack per person is also permitted inside the vehicle. **Suggestion: couples to share a day pack where possible.*

For the comfort of other Tour Participants and to accommodate Luxury Outback Tours equipment required on Tour, the Tour Guide/Driver will exercise the right not to accept luggage that exceeds our maximum size limits. **Request: Tour Participants to make arrangements with their hotel to safely store excess luggage where appropriate.*

All luggage will be stored in the luggage compartment, located in the rear of the Luxury Outback Tours vehicle. Luxury Outback Tours will not be liable for any loss or damage to personal property in the Tour vehicle throughout the Tour – this is the full responsibility of the Tour Participant.

For Private Tours, please contact Luxury Outback Tours directly to discuss requests for special luggage arrangements prior to Booking Confirmation.

Liability

Luxury Outback Tours personnel are trained to comply with strict policies, procedures, and accreditation benchmarks to ensure the safety of our guests at all times. All individual Tour Participants however are to accept ultimate responsibility for their own safety and well-being at all times through the signing of a **Participation Declaration and Disclaimer Form** prior to the commencement of a Tour with Luxury Outback Tours.

All Tour Participants will be provided with a copy of **Luxury Outback Tours' Guest Safety Guidelines** upon commencement of a Tour to ensure all Tour Participants experience a safe and enjoyable Tour.

Fitness and Health Requirements

It is required of all persons participating in Tours with Luxury Outback Tours, that they possess an appropriate level of health and fitness for moderate physical activities.

There is no minimum or maximum age limit to participate in a Tour with Luxury Outback Tours, though we remind all Tour Participants that some Tours contain adventure activities which may be physically demanding at times. All Tour Participants under the age of 18 years must be accompanied by an adult who is responsible for the child's care and safety at all times.

Luxury Outback Tours is not responsible for any medical services required by Tour Participants and specific health matters must be communicated through the signing of a **Participation Declaration and Disclaimer Form** (and direct discussion with Luxury Outback Tours where required), prior to Booking Confirmation.

The Tour Participant accepts that some Tour Itineraries include visits to, and overnight stays, in regional and remote areas of Australia without close access to hospitals, medical centres or other forms of professional medical facilities.

Tour Participants accept that Tours include participation in activities which may involve certain risks and dangers beyond the control of Luxury Outback Tours.

Such activities containing risks include but are not limited to bush walking; swimming; snorkelling; over water cruises; helicopter flights; and sightseeing flights as listed in the Tour Itinerary and travelling in remote, undeveloped locations.

Tour Participants accept that Luxury Outback Tours operate four-wheel drive vehicles for soft adventure Tour experiences that include travel on gravel roads in remote areas for some Tour Itineraries. Getting in and out of a four-wheel drive vehicle does require Tour Participants to be independent of assistance (requirement excludes children with parents/guardians; or Tour Participants with accompanying designated carers).

A Medical Clearance from a registered medical practitioner may be required for persons wishing to join some Tours with Luxury Outback Tours.

Tour Participants will not be permitted to continue on Tours, or be eligible for a refund, if in the opinion of the Luxury Outback Tours Tour Leader/Driver, the Tour Participant's health or conduct is placing their own health, safety or that of others at risk, or is adversely affecting the enjoyment of other Tour Participants, for whatever cause.

Accessibility Requirements - each participant must:

- Be able to get in and out of our vehicles unassisted
- Be able to handle their own luggage unassisted

- Be able to get in and out of small aircraft for scenic flights (those included in tour itineraries) unassisted

Luxury Outback Tours vehicles do have step boards attached which afford ease of getting in and out of the vehicle unassisted.

Luxury Outback Tours is unable to cater for mobility travel scooters, walking frames or other walking aides, with the exception of walking sticks on a general tour booking. **Should scooters, walking aides or frames be required, a 'Private Tour' booking will be required – fees apply.*

Please Ensure

- Participants to carry all required medications in sufficient quantities (minimum one extra week of medications in the event of significant delays e.g. weather conditions, natural disaster etc).
- Participants to carry extra memory cards, batteries, leads and chargers as required.
- Participants to carry personal internet access if required (full or limited internet access may be available at accommodation sites).

Booking Fees and Payments

(Day Tours; and Overnight, Extended, Wildflower and Private Extended Tours)

A Tour Booking Confirmation with Luxury Outback Tours is acceptance you, the Agent, understands and accepts our Booking; Covid-19; Invoice; Payment; and Cancellation Policies, Terms and Conditions unless otherwise arranged with Luxury Outback Tours management.

Tour Rates

- All Tour rates are quoted in Australian Dollars (AUD\$) and include Australian Goods and Services Tax (GST).
- Tour Rates quoted in Luxury Outback Tours printed and online marketing collateral are per person, double/twin share. Single Supplements are applicable for single travellers requesting single accommodation. Forced singles are also required to pay the Single Supplement. Current Tour Rates quoted by Luxury Outback Tours are valid 2022 - 2023.

Day Tours

- To confirm any Day Tour booking, Full Payment of the quoted Tour Rate must be paid at the time of Booking Confirmation by credit card, electronic funds transfer, or cheque to Luxury Outback Tours.

- Invoices will display your Agent booking number; Tour Participant name; and Tour booked. **Note: payment required within 14 days of invoice date.*
- If the Full Payment is not received on or before the due date, Luxury Outback Tours reserves the right to treat your booking as Cancelled and Cancellation Fees may apply.

Overnight, Extended, Wildflower and Private Extended Tours

- To confirm an Overnight, Extended, Wildflower or Private Extended Tour booking, a non-refundable Deposit of 25% of the quoted Tour Rate must be paid at time of Booking Confirmation by credit card, electronic funds transfer, or cheque to Luxury Outback Tours.
- The outstanding balance is to be paid no less than 14 days prior to the date of departure.
- If the Overnight, Extended, Wildflower or Private Extended Tour is booked within 14 days of Tour departure, full payment to Luxury Outback Tours is required to confirm the booking.
- Invoices will display your Agent booking number; Tour Participant name; and Tour booked. **Note: payment required within 14 days of invoice date.*
- If the Full Payment is not received on or before the due date, Luxury Outback Tours reserves the right to treat your booking as Cancelled and Cancellation Fees may apply.

Cancellation Policy

1. Full Payment, per person is required to confirm a Day Tour booking.
2. A non-refundable Deposit of 25% of the quoted Tour Rate must be paid at time of Booking Confirmation to confirm an Overnight, Extended, Wildflower or Private Extended Tour. The outstanding balance is to be paid no less than 14 days prior to the date of departure.
3. Cancellation fees for Tours will be levied relative to the amount of notice given and must be received in writing (details below).

This includes Tour Participants that are intending to arrive from overseas and cancel due to cruise ships being diverted to other ports, or the cancellation of flights to Australia/Western Australia/Western Australia for any reason.

- Cancellation 31+ days prior to departure date, fee per person – Full Refund or Credit Note (to be used at a later time) at the absolute discretion of Luxury Outback Tours.
- Cancellation 14 - 31 days prior to departure date, fee per person – Loss of Deposit, 25 % of Tour Rate.
- Cancellation less than 14 days prior to departure date, fee per person – 100% of Tour Rate (no refund).

Cancellation fees are in addition to fees which may include administrative expenses and other losses (e.g. non-refundable fees that have been levied by inbound agents, travel agents or third party tour and transport operators)

It is highly recommended Agents and individual Tour Participants purchase Travel Insurance/Cancellation Insurance at the time of booking, which may cover cancellation fees if applicable.

If a Tour Participant leaves a Tour for any reason after the Tour has commenced, Luxury Outback Tours is not obliged to provide any refunds for unused services.

Cancellation by Luxury Outback Tours

Luxury Outback Tours reserves the right to cancel any Tour if:

- Minimum numbers are not reached (2 Tour Participants).
- Imposed Covid-19 restrictions prevent the tour from operating, or it is no longer safe to conduct the tour.
- Due to natural disasters, severe weather conditions, terrorism, or other external events.
- Employee / employee family illness.
- It is no longer viable to operate the planned itinerary due to unforeseen circumstances.

If a Tour is cancelled by Luxury Outback Tours, one of the following processes will be determined at the absolute discretion of management.

Prepaid amounts may be:

- Transferred to an alternate booking date (subject to availability);
- Transferred to an alternative tour service provider of the same (or similar) quality and standard;
- A Credit Note may be issued (to be used at a later time); or
- A Refund may be issued.

**In circumstances where the cancellation is due to external events outside Luxury Outback Tours' reasonable control, the prepaid amount cancellation processes listed above may be less any unrecoverable costs.*

Luxury Outback Tours will not be responsible for any incidental expenses that Agents or individual Tour Participants may have incurred as a result of the Booking Cancellation, including but not limited to visas; vaccinations; travel insurance excess; or non-refundable transport/flight/cruise costs.

Booking Amendments

Confirmed Booking amendments may incur an administration fee per booking, per change.

No amendments are permitted to Confirmed Bookings within 14 days of the Tour commencement date.

The Luxury Outback Tours Cancellation Policy applies to the cancellation of confirmed individual Tour Participants and/or Tour Group bookings.

Please email a completed copy of this Agent Booking Terms and Conditions Form in its entirety as acknowledgement you have signed off in agreement of the Luxury Outback Tours Terms and Conditions; Covid-19 Conditions; Payment Requirements; and Cancellation Policy to:

Western Australia Luxury Outback Tours

Sylvia Mills - Managing Director

Email: info@luxuryoutbacktours.com.au

PO Box 362, Claremont, Western Australia 6010

For further enquiries and information:

Phone: +61 (0) 429 385 642

Email: info@luxuryoutbacktours.com.au

Website: www.luxuryoutbacktours.com.au

Socials: @waluxuryoutbacktours

Office Hours: 7am to 7pm, 7 Days (Perth, Western Australia Standard Time)

Agreement Confirmation

I have read and Agree to the Terms and Conditions, Covid-19 Conditions, Payment Requirements and Cancellation Policy as outlined in this document.

Your Name:

Signature:

Date:

