

TERMS AND CONDITIONS

By booking a tour you agree to Perth Birds and Bush's tour terms and conditions outlined below:

Payments

All payments in advance are by electronic funds transfer or by credit card using Square. Payments on the day of the tour are strictly by cash in Australian dollars, Australian eftpos cards, Visa Card and Mastercard credit cards only.

Changes and Cancellations

Perth Birds and Bush reserve the right to amend or cancel a tour where it judges that this is necessary due to weather conditions, road, political, environmental or other circumstances. Cancellations made by Perth Birds and Bush result in a full refund less any fees (for example: credit card payment and bank transfer fees). In most cases Perth Birds and Bush will try to amend the date of the tour rather than cancel.

Perth Birds and Bush cannot guarantee exact departure and arrival times and is not liable for any failure by you to make connection with any other service or carrier.

At Perth Birds and Bush's discretion, a full refund less any fees (for example: credit card payment and bank transfer fees) may be given to customers who cancel tours 2 days prior to the start of a booked tour. For cancellations that occur within 48 hours of tour commencement, a refund is given, however, 10 % is retained of any payment by Perth Birds and Bush to cover costs.

Surcharges

Unfortunately, the travel industry is suffering with highly fluctuating costs relating to fuel, flights, and an erratic world economy. We would like to offer complete price stability and will make every effort to do this, but because of the possibility of substantial fuel price increases, we cannot guarantee prices until full payment has been received. While we will make every effort to avoid or absorb surcharges, Perth Birds and Bush reserves the right to increase the

price of a tour in the event of cost increases incurred by us that stem directly from increases in these costs.

Participation Requirements

Some physical exertion is required during tours conducted by Perth Birds and Bush. Participants may need to complete walks of up to several kilometres over a wide variety of terrain. We may also encounter a variety of weather conditions including, but not limited to, heat, cold, wind, rain, and strong, bright sunshine. Participants should be in good health and if in doubt should consult a physician before undertaking a tour. If you have questions about the physical requirements of a tour, please contact us for further information. If you do have a health problem or physical limitation, we need to know so we can be prepared in the case of an emergency.

Safety and Legal Requirements

For maximum safety and enjoyment of the tour you must agree to observe safety or other reasonable instructions that the tour guide gives during the tour. You also agree to obey all laws of Western Australia whilst on a Perth Birds and Bush Tour. This includes wearing seatbelts in the vehicle, no littering, no physical contact with wildlife, no taking of any part of a plant or animal (including leaves and feathers).

Any legal disputes, which may arise, shall be resolved in the jurisdiction of Western Australia.

Risk and Liability

All tours carry a degree of risk, and by participating in the tour you are assuming those risks personally and agree that Perth Birds and Bush and their guides are not liable for injury, death, damage, monetary loss or property loss. Birds and Bush recommend you take out comprehensive travel insurance to cover any risks.

Risks include: vehicle accident; sun or heat stroke; sprains, trips and falls of rough terrain; and snake and other bites. Perth Birds and Bush endeavour to minimise these risks where possible.

General

To minimise risk, it is best to wear a hat, suitable closed in shoes (e.g. runners or hiking boots) and long pants.

You understand that some locations visited on the tour have no toilet facilities or mobile phone reception.

Release of Liability

I have carefully read and accept the Terms and Conditions and the Cancellation Policy provided herein. I/we acknowledge that during a trip to a destination such as this and on a tour of this nature, certain risks and dangers may be involved, including but not limited to hiking over slippery, muddy trails and rocky trails and underdeveloped areas, the forces of nature, and accident or illness in remote areas without means of rapid evacuation or availability of medical supplies and facilities. I am voluntarily participating in these activities with the knowledge of the element of risk dangers involved and hereby agree to assume any and all risks, including injury and death. I acknowledge that the enjoyment of a trip of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment, being a reason for my participation. I understand that many risks are beyond the control of Perth Birds and Bush. I therefore release and discharge (and will not make a claim against) Perth Birds and Bush and its owners, employees, and heirs, for bodily injury, death, property damage resulting from negligence or any cause during or after participating on this tour. This release of liability is entered into on behalf of all members of my family. I certify that I have read the Terms and Conditions as well as the Release of Liability section and that am over 18 years of age. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

A condition of participating on a tour is to sign below that you have read and understood these terms and conditions, that you have been briefed herewith of the risks involved, that you accept that these activities may be dangerous and result in death and/or injury, and that you accept the risks involved and are responsible for your own actions and involvement.

Date signed:

Participant 1 name:

Signature:

Participant 2 name:

Signature:

Participant 3 name:

Signature:

Participant 4 name:

Signature:

Participant 5 name:

Signature:
