



## Booking Terms and Conditions

The 'Operator' refers to Rosemary Ellen Smith, owner, trading as Dirty Feet Tours; 'you' or 'your' refers to all persons named on the booking, or added at a later date.

Once the Operator confirms your booking, a contract is made between you and the Operator under the Terms and Conditions set out below. Your statutory rights as per Australian Consumer Law are not affected by the Terms and Conditions and are at all times superior to these Terms and Conditions. For bookings of more than one guest, participant or passenger, the Lead Guest will be deemed to have accepted the terms and conditions on behalf of all guests within that booking. The Lead Guest is the guest who makes the booking on behalf of a group of 2 or more guests and is listed as Lead Guest on the booking.

### Booking and Acceptance

1. The Operator accepts the booking on the understanding that a deposit or full payment has been made and held by either the Operator, or by an authorised Travel Agent or Online Travel Agent on behalf of the Operator.
2. On confirmation of your booking, subject to availability, the Operator will reserve your place on the selected tours. It is your responsibility to ensure the accuracy of your booking including tour, dates, times and meeting points. For bookings on multiple guests, this is the responsibility of the Lead Guest. A contract is only made between you and the Operator upon confirmation of your booking via email titled 'Booking Confirmation'.
3. Upon confirmation of your booking you will receive an email advising such, and details of your tour and any notes relevant to the conducting of your tour. An e-ticket will be generated. There is no requirement to print this out.
4. In order to reserve your place on a tour the tour must be paid in full via approved methods.
5. All tours are non-transferable meaning you cannot give or sell the ticket to another person. Identification may be required.
6. All Sales are final and non-refundable unless under Conditions stated in 'Conditions of Tour, Cancellations and Changes'.

### Conditions of Tour, Cancellations and Changes

1. It is your responsibility to arrive on time at the meeting point of the tour. In the event that you are delayed, please contact us via phone on 0401 578 002. You may be advised to meet the tour at an alternative location. If you and your party are the only group on



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the tour then your tour guide will wait for you, however, the tour distance may be shortened. Your tour guide will attempt to SMS or call you should you not arrive within 5 minutes of the designated start time.

2. After 15 minutes, if there is no communication and you have not arrived at the start time, the tour is deemed to have been cancelled by you. No refunds will be permitted in this instance.
3. The Operator is not liable for tours that return later than the specified time. The Operator will use its best efforts to ensure that departure and return times are met.
4. Cancellation of your booking is only permitted for direct booking made via on our websites. For bookings via Travel Agents, Online Travel Agents or Third Parties there are no cancellations permitted.
5. Cancellations may be made up until 72 hours before the scheduled tour. In this instance you will be refunded the cost of your tour less a \$25.00 AUD administration fee.
6. Cancellations made less than 72 hours before the scheduled tour will not be refunded.
7. Where a deposit has been made on a booking and the booking is cancelled by you, or in the instance that payment is not received by the Operator or authorised Travel Agent by the due date, no refund of the deposit will be applicable. In some instances it may be possible to transfer your deposit to another tour.
8. If your booking has been confirmed you may request to change the date of your tour, subject to availability and if 7 days notice is provided. If the scheduled tour is less than 7 days, this is assessed on a case-by-case basis.
9. Should you change your tour to another tour, no refund will be given for tours of lesser value. For tours of greater value you will be invoiced the difference plus any Credit Card fees incurred.
10. If a reason for your cancellation is covered under your insurance policy then you may be able to make a claim under that policy.

### **Cancellations related to COVID-19**

If you cancel due to Government restrictions that are either not removed as expected, extended, or reimposed, you will be contacted and offered a refund or credit note (to be used at a later time), where such an offer is at the absolute discretion of the Operator. The Operator reserves the right to withhold some monies to cover administrative expenses and other losses, dependent on when notice of cancellation is given by you. In this instance you will be refunded the cost of your tour less a \$25.00 AUD administration fee.



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### Fitness to participate and your responsibilities

1. The tours offered involve physical exercise, primarily the acts of bushwalking and running. There also will be walking and some mild scrambling involved. By booking a tour you accept that you are medically fit to participate in such activities. By booking an experience with Dirty Feet Tours, you agree that Dirty Feet Tours will not be held responsible for any death, injury, illness, detention, delay (including mechanical breakdown), damage or loss of any nature caused or incidental to the experiences and operations of Dirty Feet Tours. This is held true whether or not it is due, or alleged to be due to negligence, misconduct or breach of conduct on the part of Dirty Feet Tours. You expressly renounce all claims against Dirty Feet Tours in respect of such death, injury, illness, detention, delay, damage or loss. You also agree to disclose any relevant medical conditions as required upon booking the tour, and also to disclose any medications. If you have any doubt whatsoever about your fitness to participate on a tour this must be discussed as soon as possible with the Operator.
2. The tours are designed to be beginner and intermediate level and the difficulty listed on each tour may be considered different for some people. The Operator will not be held liable if you do not agree with these difficulty labels.
3. The tours have been designed for guests aged 18 years and over, and all tours marked 'Technical' or Intermediate' are for those aged 18 years and over only. Tours marked 'Easy' may be only be undertaken by guests aged 16 and over unless by prior negotiation with the Operator.
4. All tours are conducted as a rule on off-road surfaces which may include sand, rocks, leaf litter, mud, gravel etc. which carry a higher risk of injury than running on tarmac and are more physically demanding.
5. You accept that the Operator as a minimal impact ecotourism entity, operates tours aligning with Leave No Trace principles as follows:
  - a. Plan Ahead and Prepare
  - b. Travel and Camp on Durable Surfaces
  - c. Dispose of Waste Properly
  - d. Leave What You Find
  - e. Minimise Campfire Impacts
  - f. Respect Wildlife
  - g. Be Considerate of Your Hosts and Other Visitors

Further detail can be found at <http://www.lnt.org.au/>

You will be required to carry out any litter and food packaging, adhere to Phytophthora Dieback management procedures (see [www.dwg.org.au/what-is-phytophthora-dieback](http://www.dwg.org.au/what-is-phytophthora-dieback))



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and any other reasonable actions as directed by the tour guide during the tour. It is also prohibited to destroy or remove flora, fauna, shells, rocks or artefacts.

6. You agree to comply with the local laws of where our tours are conducted. Failure to comply with the law will result in you being asked to leave the tour and/or the tour cancelled.
7. You agree that the Operator, their employees or authorised third parties, may photograph or video you throughout the tour. These may be used on the Operator's website, brochures, flyers, social media and other advertising, publicity, media and publications of the Operator without obtaining additional consent or payment in respect to any photography and videos.
8. You agree that the Operator may use any comments, reviews, feedback whether given to us directly or not that may provide in regards to your tour for the purposes of media, publicity and marketing without obtaining additional consent or payment in respect to any comments, written or verbal.
9. In the operation of our tours there are times where the Operator and their employees must make decisions that may otherwise impact the safety, wellbeing and enjoyment of guests and staff on the tour. You agree to follow all reasonable direction of the Operator. Should you not wish to comply with these directions you will be asked to leave the tour and no refund will be applicable.
10. The Operators, their employees and service providers do not tolerate any form of verbal or physical abuse, harassment or discrimination. Any person threatening or abusing the Operator, their employees, personnel, service providers or other guests on the tour will be asked to leave the tour immediately and no refund will be applicable.
11. You are responsible for looking after your own belongings that you may take with you on a tour. The Operator is not liable for belongings that are lost, damaged or stolen whilst on a tour.

### Local Tours and Activities

1. Activities purchased via the Operator are subject to the Terms and Conditions of the local operator.

### Insurance

1. While the Operator holds sufficient insurances to cover its activities, no travel insurance is included as part of any tour.



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2. The Operator recommends that you take out travel insurance, or health insurance if you are an Australian resident, in the event of injury. Ambulances in Australia are expensive and should you need one, you will be required to pay for it. For this reason we recommend travel insurance or suitable health insurance or Ambulance membership cover. The Operator is not liable should you not have suitable insurances in place and something happens on your tour.

### Changes by the Operator

1. From time to time the Operator may need to alter the tour or alter your booking for reasons including operational, logistical, health and safety and for other reasons. You accept that the tour may be changed or altered without notice.

2. Weather Conditions

In general all tours will run to schedule except:

- a. In the event of thunderstorms and lightning occurring prior to a tour commencing then the tour may be postponed by up to 30 minutes. After 30 minutes if the thunderstorm and lightning has not passed then the tour will be deemed cancelled and guests will offered a rescheduled tour or a refund. No tour will commence or re-commence until 30 minutes after the last sight of lightning.
- b. Tours may be cancelled if a Severe Weather Warning is predicted for that day, with the option to reschedule or refund.
- c. In the events of flood a tour will be re-routed or altered.
- d. In the event of a high danger bushfire fire day or high temperatures, tours will be cancelled, with options to reschedule or refund.

### No Smoking, Drugs or Alcohol Policy

1. No participant may smoke, take drugs or drink alcohol while on tour. No participant may start a tour while under the influence of drugs or alcohol. Refunds will not be given for breaches of this clause.

### Dispute Procedures

1. Disputes should be made to the Operator via email at [rosie@dirtyfeettours.com.au](mailto:rosie@dirtyfeettours.com.au)

### Contracting Parties



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1. The contracting party is Dirty Feet Tours and with the guests named on the booking forms.