

# Tjungu Project<sup>®</sup>

## Booking Conditions.

### 1. ACCEPTANCE AND AGREEMENT

Tjungu Pty Ltd ACN 650 777 192 offers you (The Applicant) a place on the tour on the strict understanding that The Applicant, and their parent or guardian if the Applicant is under the age of 18 years, has read and understood this and the following Booking Conditions and accepts and agrees to abide by them. Once accepted the Applicant becomes a Tour Member.

### 2. AND FITNESS REQUIREMENTS

2.1 It is the obligation of each Tour Member to ensure that he/she is in good physical, emotional and mental health prior to the tour, having regard to the destination and undertakings of the tour. Each Tour Member confirms that he/she has answered the questions on the Application Form or other requisite medical forms accurately and agrees to promptly inform Tjungu Project if any of the information supplied becomes incorrect before the scheduled departure date of the tour.

2.2 All Tour Members are recommended to acquire medical clearance from a medically qualified General Practitioner, advising that they are fit to travel on the program prior to departure.

2.2 Tjungu Project reserves the right to withdraw any Tour Members at any time if:

- in its sole discretion (acting reasonably), it deems the Tour Member's physical, emotional or mental health could compromise the Tour Member's safety or any other Tour Members' safety. In such circumstances, the Tjungu Project will refund any monies paid by the Tour Member; or
- the Tjungu Project has a reasonable belief that the medical clearance has not been provided in accordance with clause 2.2 in which case, the Tour Member will be treated as having cancelled his or her participation in the Tour under clause 6.2.

### 3. DOCUMENTATION AND LEGAL COMPLIANCE

Each Tour Member is responsible for obtaining and having available the necessary documents to enable him/her to participate in the tour and agrees to comply with all legislation, customs, law and regulations of the states/territories through which the tour shall pass.

### 4. INSURANCE

4.1 It is a pre-condition to attending a tour that the Tour Member has, in respect of their tour, comprehensive travel insurance that includes emergency, casualty evacuation, compensation for loss or damage to certain property or possessions and public liability (Required Insurance).

4.2 Each Tour Member must provide evidence to Tjungu Project that they have obtained the Required Insurance prior to departure and anytime upon request from Tjungu Project.

4.3 Tour Members may choose to purchase the Required Insurance from the Tjungu Project's insurance partner. To 'opt in' to this insurance policy, the Tour Member must complete the relevant forms provided by Tjungu Project and pay the relevant insurance policy premium as determined by the Insurance Partner.

4.4 Tjungu Project recommends that each Tour Member purchase pre-departure cancellation insurance to cover them should they decide to withdraw prior to departure (if it is not already covered within the insurance policy obtained by the Tour Member under clause 4.1).

### 5. PRICES AND EXTRAS

5.1 The price quoted includes administration and travel arrangements both internal and external for tours with the following exceptions:

- Each Tour Member is responsible for arrangement and payment of all his/her costs for inoculations where required.
- Each Tour Member is responsible for providing his/her own prescribed medical requirements, personal equipment and clothing as advised and detailed under the appropriate sections of the tour information and any supplementary written communications or instructions sent to Tour Members.
- Tour costs are based on ground costs, airfares (Program dependent).

Tjungu Project endeavours to maintain its advertised price but reserves the right to increase this price without prior notice at any time up to and including the day of departure of any tour to the extent that Tjungu Project incurs increases in fuel costs, airport charges, airfares or increases in ground operator service fees in relation to the Tour Member's tour.

### 6. CANCELLATION

6.1 Each Tour Member acknowledges that he/she has been given the opportunity to take out pre-departure cancellation travel insurance that may cover cancellations in some but not all circumstances.

6.2 Subject to clause 6.5, if a Tour Member cancels the following fees apply per Tour Member:

i) For cancellations made 90 days or more before departure:

(A) The Tour Member will receive a refund of any money paid less an administration fee for services incurred (\$250).

ii) For cancellations made less than 90 days prior to departure - the Tour Member will receive a refund of any money paid less expenses incurred by Tjungu Project in reparation for the provision of the services and any fees charged by contracted suppliers in respect of that tour.

6.3 If Tjungu Project has to cancel the Tour Member's Tour for any reason (apart from under clause 7), the Tour Member will receive a refund of any money paid less expenses incurred by Tjungu Project in reparation for the provision of the services and any fees charged by contracted suppliers in respect of that tour or the Tour Member may if it so chooses have those monies applied to another tour if available.

### 7. VIABILITY OF TOUR

Where Tjungu Project determines in their opinion, that the number of cancellations make the tour no longer viable, Tjungu Project will offer those Tour Members who had not cancelled (or were not otherwise ineligible to proceed with) their tour at the time of Tjungu Project's determination, a full refund of the moneys paid to Tjungu Project for the tour or a credit (for that sum) to use for another tour (at the Tour Member's election).

### 8. ORGANISATION TOURS

Where an Tjungu Project Tour has been commissioned and booked on your behalf by an organisation (Corporate Customer) and that Corporate Customer cancels the Tour or fails to make payment of amounts required for the Tour, Tjungu Project may cancel a Tour without any further liability to any Tour Member on whose behalf that Corporate Customer booked the Tour. In such circumstances the Corporate Customer will be taken to have cancelled the Tour in respect of each applicable Tour Member in accordance with clause 6.2.

### 9. ALTERATIONS TO DESTINATIONS, ITINERARY, TOUR LEADER, ETC.

Where circumstances arise such that Tjungu Project deems it reasonably necessary or advisable (including but not limited to bad weather conditions) to make alterations to the destination or departure date of a tour and/or changes to itinerary, routes, length or dates of the tour, identity of the tour leader(s), including without limitation joining one tour with another, then Tjungu Project shall be entitled to make any or all of such alterations and changes without prior notification to or consultation with the Tour Member.

### 10. AUTHORITY OF THE LEADER

Tour Members agree that they will abide by the decisions of the tour leader or leaders engaged by Tjungu Project whilst a tour is in progress.

### 11. RIGHT OF WITHDRAWAL

Tjungu Project reserves the right to withdraw any Tour Member at any time at its sole discretion (acting reasonably) and the tour leader may, at any time require any Tour Member to leave the tour in circumstances in which Tjungu Project determines the continued presence of the Tour Member prejudices the tour's good order or discipline whether involving contravention of the law of any state/territory through which a tour passes or otherwise. In such circumstances, the Tour member will be treated as having cancelled his or her participation in the Tour.

### 12. LATE OR VARIED PAYMENTS

Instalment payments can be varied by up to 30 days, with a \$50 fee applying to each variation.

### 13. TRANSFERABILITY

This agreement is personal to each Tour Member and/or their parent or legal guardian who shall not assign the benefit of this agreement without the prior written consent of Tjungu Project.

### 14. FLIGHT ARRANGEMENTS

Tjungu Project makes all decisions in the planning process of the tours. This includes without limitation decision making as to the identity of the operator, the aircraft flight number, departure date, and arrival destinations.

### 15. ASSUMPTION OF RISK

Each Tour Member, or the parent or guardian of a Tour Member under the age of 18 years, acknowledges and agrees that it accepts and voluntarily assumes all risks associated with the Tour's activities including that:

- by the very nature of a Tjungu Project tour, Tours are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death; and
- in the State/ Territory and regions in which Tjungu Project's tours are undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision may not be as high as those standards in the Tour Member's home location; and
- at some stages during the tour operational control of the tour may be in the hands of a third party and that the Tour Members right of action in regard to any shortcomings of that third party's performance will not be against Tjungu Project; and
- there are additional dangers and risks associated with the tour that may include difficult and dangerous terrain; extremes of weather, including sudden and unexpected changes; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and
- the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why the Applicant wishes to undertake the adventure tour, and
- the Tour Member has submitted their booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the Australian Government or relevant State or Territory Governments and that it is the Tour Member's responsibility to acquaint themselves with that information or advice; and
- it is for the above reasons that the Tour Member (or the parent or guardian of a Tour Member under the age of 18 years) therefore accepts the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

## **16. LIABILITY**

16.1 Except as permitted by clause 16.3, nothing in this agreement is intended to have the effect of excluding any Consumer Guarantees or any other applicable law that cannot be excluded, restricted or modified by agreement of the parties (collectively Non-Excludable Rights).

16.2 Subject to clause 16.1 and 16.3, and to the maximum extent permitted by law, Tjungu Project excludes:

- i) any term, condition, warranty, representation, guarantee or undertaking that may otherwise be implied into this agreement by legislation, common law, equity, trade, custom or usage;
- ii) any liability for Consequential Loss however arising; and
- iii) any liability for loss, death or personal injury incurred as a result of or in connection with our negligence.

16.3 Tjungu Project excludes all Excluded Recreational Liabilities arising out of the supply of Recreational Services, except for liability for significant personal injury caused by Reckless Conduct by Tjungu or its employees, contractors or agents.

16.4 For the purposes of this clause:

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation.

Consequential Loss means any loss of production, loss of denial of opportunity, loss of or damage to goodwill, loss of business reputation, future reputation or publicity, loss of use, loss of interest, losses arising from claims by third parties, loss of or damage to credit rating, loss of anticipated savings, whether direct, indirect or consequential and any other loss, damage or cost incurred that is indirect or consequential (whether the same of different to the types listed above).

Consumer Guarantee means any right or statutory guarantee under Division 1 of Part 3 2 of the Australian Consumer Law.

Excluded Recreational Liabilities means liabilities described in section 139A(3) of the Competition and Consumer Act 2010 (Cth) which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease.

Reckless Conduct has the meaning set out in section 139A(5) of the Competition and Consumer Act 2010 (Cth).

Recreational Services has the meaning set out in section 139A(2) of the Competition and Consumer Act 2010 (Cth).

## **17. INDEMNITY**

Each Tour Member, and the parent or guardian of Tour Members under the age of 18 years, acknowledges and accepts:

- (i) that the enjoyment and excitement of the tour is derived in part by travel and activity involving risks beyond the safety of life in their home location; and
- (ii) all the inherent risks of the tour and all activities associated or ancillary thereto.

By signing the booking form the Applicant, or where the Applicant is under the age of 18 years his/her parent or legal guardian, agrees to be bound by the conditions set out in these Booking Conditions.

Applications will only be accepted for Applicants under the age of 18 years if the booking form is signed by both the Applicant and his/her parent or legal guardian.

The Applicant, and where the Applicant is under the age of 18 years the parent or legal guardian of The Applicant, must carefully note the contents of tour information (which may include a code of conduct) provided by Tjungu Project and The Applicant (and parent or guardian as the case may be) must note and comply with the joining and other instructions set out in the tour information. Failure to do so may prejudice other Tour Members, Tjungu Project and tour leaders causing consequential losses and expenses for which the Applicant, or their parent or guardian if the Tour Member is under the age of 18 years, will at all times hereafter indemnify and keep indemnified Tjungu Project its employees, and tour operators providing services on its behalf.

Each Tour Member, and where the Tour Member is under the age of 18 years the parent or legal guardian of the Tour Member, will at all times indemnify and keep indemnified, Tjungu Project, its employees, tour leaders and tour operators providing services on its behalf (Indemnified Parties) against all liabilities incurred by any or all of the Indemnified Parties, by reason of any of the following:

- a) Failure to ensure the Tour Member is in good health as set out in clause 2 of this agreement.
  - b) Failure to have necessary documentation as set out in clause 3 of this agreement.
  - c) The Tour Member being withdrawn from the tour as set out in clause II of this agreement.
  - d) Failure to comply with any tour information (which may include a code of conduct) provided by Tjungu Project.
- Tjungu Project holds this indemnity on trust on behalf of its employees, tour leaders or tour operators providing services on its behalf.

## **18. FORCE MAJEURE**

i) An obligation of Tjungu Project is suspended for the time and to the extent that Tjungu Project is prevented or hindered from or delayed in complying with that obligation by a Force Majeure Event.

ii) For the purposes of this clause 18, a Force Majeure Event means circumstances, acts or events beyond a party's reasonable control, including but not restricted to acts of God (including earthquakes, hurricanes, cyclones, tsunamis, hailstorms, floods, snowstorms, landslides, tree obstructions or other natural disasters), epidemic, pandemic (including the COVID-19 pandemic and government restrictions arising from the COVID-19 pandemic), perils of navigation, fire, hostilities, war (declared or undeclared), hijack, blockade, government restrictions, national strikes, riots, civil commotion.

## **19. PHOTOS AND MARKETING**

Each Tour Member, or where the Tour Member is under the age of 18 years, their parent or guardian consents to Tjungu Project using images, video footage or testimonials (quotes) of the Tour Member taken during the trip for advertising and promotional purposes. The Tour Member grants Tjungu Project a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

## **20. PROPER LAW**

This Agreement shall be governed and construed in accordance with the laws in force in Victoria for the time being and the parties hereby submit to the exclusive jurisdiction of the courts of that State.

## **21. COPYRIGHT**

Copyright of this brochure remains vested in Tjungu Pty Ltd, ACN 650 777 192.