

## Terms and Conditions

### 1. Inclusions & Departure Times

- The Adventure boat departs from Denham Commercial Jetty from 10.30am sharp. Please note check in is 15 minutes prior to your boat departure. Please have your booking confirmation ready for check in.
- Island Life Adventure Tour Includes: Lunch, barista coffee or herbal tea, guided tour of shearing shed, return ferry transfers ex Denham. Optional extra: Surf Point & Blowholes 4WD Tour.
- Please check that you have let us know of any dietary requirements for the tour.

### 2. What to bring

- Your Booking Confirmation (printed or on mobile), water bottle, warm jacket, hat, open footwear, camera, sun burn cream.
- If you have any questions regarding the tour, please email us at [escape@dirkhartogisland.com](mailto:escape@dirkhartogisland.com)

### 3. Payment

Full payment is required at the time of booking - no bookings will be guaranteed until payment has been received and availability of dates requested has been confirmed by us.

Payment is available by Bank Transfer or Credit Card. We accept Visa, Mastercard & Amex. There is a credit card surcharge of 1.55% for all credit card payments for our charters.

### 4. Cancellation Policy

#### Cancellation due to COVID-19

Any bookings made after May 1st 2020 unable to proceed due to COVID-19 affecting the tour operator will be fully transferable to another trip starting within 18-months of your booked trip date. If you are unable to transfer your booking, you will be provided with a full refund. This policy will apply for bookings made after the 01/01/2021, with extensions to the policy to be considered if deemed necessary.

#### Cancellation by Guest

- If a booking is cancelled less than 7 days prior to departure, we shall retain the full tour fees paid.
- If a booking is cancelled between 7 days and 60 days, we refund the amount you have paid less a 25% cancellation fee.
- If you request a cancellation more than 60 days prior to departure, we will provide a full refund of the tour fees you have paid.
- All cancellation requests must be in writing to [escape@dirkhartogisland.com](mailto:escape@dirkhartogisland.com) and the date of cancellation is the date we receive written notice of cancellation.
- Cancellation also applies if guests fail to show at the arranged location for departure - we will retain the full charter fee paid.
- No refund will be paid if guests choose, for whatever reason, to leave the charter after it has commenced.

#### Cancellation by Island Life Adventures

Island Life Adventures reserves the right to cancel any trip due to weather conditions, insufficient numbers or other circumstances outside of its control. In such a case, guests will be given a choice of:

- Transferring payments towards another trip date
- Receiving a full refund including deposit and payments paid to Island Life Adventures.

Please note that we will not be liable for any costs guests incur as a result of this and therefore we strongly recommend travel insurance be taken out.

Island Life Adventures reserves the right to cancel any trip due to insufficient numbers. All trips are guaranteed to depart once a minimum of 4 guests are confirmed.

#### 5. Age of Guests

Not recommend for children under 5 years old.

#### 6. Capacity

Day Charters can accommodate up to 36 guests, and we require a minimum of 4 guests to guarantee departure.

#### 7. Travel Insurance

We strongly recommend that guests obtain comprehensive travel insurance at the time of the initial booking. When selecting a Travel Insurance product, please ensure that it provides cover against personal accidents or injury, medical expenses, emergency repatriation and personal liability, changes to domestic connecting flights, cancellation for any reason including bereavement, delayed flights, lost luggage and personal effects.

#### 8. Disability access

There is no disability access aboard the *100% Wild*.

#### 9. Onboard Code of Conduct

Island Life Adventures reserves the right to stop you from participating on your trip if you behave in an abusive and/or threatening manner; or engage in illegal activities.

#### 10. Waiver and Release

You acknowledge that undertaking activities in a wilderness area of a National Park and / or a water-based wilderness experience is potentially a dangerous undertaking and you are undertaking such an activity at your own risk. You acknowledge and agree that you undertake the experience freely, voluntarily and absolutely at your own risk and with a full appreciation of the nature and extent of all risks involved in the experience. You acknowledge that Island Life Adventures is supplying you with recreational services. You hereby to the full extent permitted by law waive all of your legal rights of action against and fully release Island Life Adventures (and any of its partners, officers, employees, agents or consultants) from all liability (including all claims, costs and demands) connected with your death or personal injury or loss or damage to any property howsoever arising out of or in relation to the participation by you in the Experience including without limitation, any such liability for a negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of Island Life Adventures, it's partners, officers, employees, agents or consultants.

This waiver shall bind you and your legal personal representatives.

Warning: This may affect your legal rights and obligations. If you have any questions please ask your representative before booking completion. Like any marine based activity, tour or cruise, passengers participating in 'Island Life Adventures' can be exposed to certain inherent risk, therefore: - I acknowledge and understand that whilst participating in the activity: -

- The conditions in which the activity is conducted may vary without warning.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation.
- I have listened to and understood the tour safety briefing.
- I agree to follow all oral and written instructions given to me by Island Life Adventure staff during the tour.
- I will query any matters that I do not understand.
- I am not under the influence of drugs/medication/mind altering substances, which affect my understanding of safety instructions, or ability to safely participate.
- I will inform Island Life Adventure staff of any mental infirmity, allergies, physical disabilities, medical conditions or any other significant issues that may prejudice my performance/safety or the safety of others.

#### 11. Limitation of Liability

Island Life Adventures does not exclude or limit the application of any provision of any statute (including Trade Practices Act 1974 (Cth)) where to do so would contravene that statute; or cause any part of this Contract to be void.

Otherwise, and to the extent permitted by law, Island Life Adventures excludes all: statutory liability; tortious liability (including negligence), conditions and warranties implied by custom, the general law or statute, and liability for all special, indirect, incidental, consequential or punitive damage, and economic loss, loss of profits, loss of revenue, loss of bargain, loss of goodwill, loss of anticipated savings, or loss of use of products or equipment, arising out of or relating to these terms and conditions, the experience, or any failure to supply or delay in supplying the experience, whether or not Island Life Adventures was aware or should have been aware of the possibility of such loss or damage.

Island Life Adventures' liability to you for any breach of any express or implied provision of these terms and conditions is limited, at Island Life Adventures' option, to:

- refunding the price of the goods or services in respect of which the breach occurred;
- providing, replacing or repairing those goods; or
- providing those services again.

#### 12. Indemnity

You agree to indemnify and keep indemnified and hold harmless Island Life Adventures and each of its partners, officers, employees, agents and contractors against any losses, costs, claims, damages, expenses, liabilities, proceedings or demands which any of them may directly or indirectly incur or suffer as a consequence of any breach by you of your obligations under these terms and conditions.

#### 13. Indemnity Form

We require that all guests booking one of our tour options to sign or agree to the indemnity with payment of their tour. Agreement can be made via tick box within website booking or hard copy to be signed with payment where applicable.

The indemnity is in the following form:

*“I hereby agree to indemnify and keep indemnified Island Life Adventures, its partners, officers, employees, and agents or contractors or any of them from and against all costs, claims, actions, demands and liability whatsoever and howsoever arising from or in any way connected with the Experience (including any transportation to or from the area in which the Experience is to take place) including such costs, claims, actions, demands or statutory duty or otherwise on the part of Island Life Adventures, or any of its partners, officers, employees, agents or contractors, and including any liability in respect of or related to your death, personal injury or loss of or damage to any property owned or possessed by you”.*

#### 14. Acknowledgement

If the person signing or agreeing via tick box to this Contract signs it or agrees to it for and on behalf of a Guest the signatory warrants and assures Island Life Adventures that he or she has full power and authority to bind the Guest to the Terms and Conditions of this Contract.

You acknowledge that Island Life Adventures has relied on the representations made by you in relation to if relevant, your authority to sign this Contract, your circumstances, travel insurance availability, age and medical condition which representations you hereby:

- a) confirm and warrant are true, correct and complete in every respect; and
- b) acknowledge and agree are relied upon by Island Life Adventures as representations by you for the purpose of Island Life Adventures agreeing to provide the experience to you.

#### 15. Photographic Release

Island Life Adventures reserve the right to take photographic or film records of any of its trips. Guests should be aware that Island Life Adventures may use any such photographic or film records for promotional and/or commercial purposes, or joint marketing efforts with third parties, without remuneration to guests. Guests should advise Island Life Adventures prior to departure if they would prefer otherwise.

#### 16. Definitions

**“Island Life Adventures” means Dirk Hartog Island Pty Ltd ABN 96 168 324 871**

- “Booking Form” means the document described as “Booking and Guest Information Form” or such similarly described document recording the details of the guest and the experience chosen by the Guest.
- “Contract” refers to the agreement between us and you comprised in the Booking form including these terms and conditions.
  - “Guest” means the person(s) so described in the booking form.
- “Indemnity” means the form of indemnity attached to these terms and conditions and marked “Indemnity”.
- “Recreational Services” means services that consist of participation in:
  - a sporting activity or a similar leisure-time pursuit; or
- any other activity that:
  1. involves a significant degree of physical exertion or physical risk; and
- is undertaken for the purposes of recreation, enjoyment or leisure.
- “Terms and Conditions” means the terms and conditions hereof which form part of the Contract.

- “TPA” means Trade Practices Act 1974 (Cth).
  - “Experience” means any guided recreational services/experiencing/cruising/touring operated by Island Life Adventures.
  - “We / us” is, where the context permits, a reference to Island Life Adventures.
- “You / your” is, where the context permits, a reference to the guest.