

VOYAGES INDIGENOUS TOURISM AUSTRALIA
TERMS AND CONDITIONS
 FOR INDIVIDUALS AND SMALL GROUPS
 Effective for bookings made at or after midnight 1 July 2016 (AEST)

1. INTRODUCTION

- 1.1 These Terms and Conditions govern all individual and small group bookings made with Voyages Indigenous Tourism Australia Pty Limited (ACN 146 482 591) (**Voyages**). The person making the booking is deemed to have accepted these Terms and Conditions on behalf of all persons included in the booking. It is your responsibility to read and understand these Terms and Conditions and to ensure other persons on whose behalf you make the booking read and understand them.
- 1.2 These Terms and Conditions are effective as at the date specified above and may be amended by Voyages from time to time. The Terms and Conditions applicable to your booking are those that are current at the time the booking is made. Current Terms and Conditions are available at Voyages' website at www.ayersrockresort.com.au, www.voyages.com.au, and www.hvstation.com.au.
- 1.3 Voyages operates Ayers Rock Resort and Home Valley Station along with the Sounds of Silence, Tali Wiru, Desert Awakenings, Outback Sky Journeys and Mossman Gorge Centre tours.
- 1.4 Voyages also acts as an agent for Third Party Suppliers (as defined below in Section 2) to provide services which may be booked through Voyages. Accordingly, such bookings may also be governed by and subject to additional terms and conditions of those Third Party Suppliers.
- 1.5 All prices quoted are in Australian Dollars. Voyages accepts no responsibility for any differences in rates or refunds relating to currency exchange rate fluctuations.

2. DEFINITIONS

"**Third Party Suppliers**" means any independent supplier or provider who provides you with products or services but excludes Voyages.

"**us, we, our, Voyages**" means Voyages Indigenous Tourism Australia Pty Limited (ACN 146 782 591).

"**you, your**" means the person who is making the booking.

3. GENERAL

- 3.1. This General section applies to all bookings made through Voyages. The following specific parts of these Terms and Conditions also apply to specific bookings made through Voyages as follows:
 - Bookings for Ayers Rock Resort and Home Valley Station accommodation – **Part A**;
 - Bookings for transfers, Sounds of Silence, Tali Wiru, Desert Awakenings, Outback Sky Journeys, Mossman Gorge Centre tours, including special events that may be advertised by Voyages from time to time – **Part B**;
 - Bookings for services provided by Third Party Suppliers – **Part C**;
 - Other – **Part D**.
- 3.2. If any provisions in these Terms and Conditions are inconsistent with any laws, those laws shall apply to the extent of such inconsistency. The invalidity of any provision shall not affect the validity of any other provision.
- 3.3. Travel involves many risks and our liability to you may be limited in certain circumstances. We strongly suggest that you protect yourself by purchasing comprehensive travel insurance cover for (without limitation) loss of booking due to flight delays or cancellations, damage or loss to personal baggage and other items, personal liability, death, personal injury and medical costs. We can help you to arrange travel insurance upon request – please call our travel centre on 1300 134 044 or +61 (02) 8296 8010 for further information.
- 3.4. You warrant to us that: (a) you are at least 18 years old and have the power and authority to enter into a binding contract with us and with the Third Party Suppliers of the products and services that you acquire through us; (b) the information you provide us about yourself is true, accurate, current and complete as required by any registration process; and (c) you will maintain and promptly update this information to keep it true, accurate and complete.



- 3.5. You may have rights under the Australian Consumer Law, as provided by Schedule 2 to the *Competition and Consumer Act 2010* (Cth). Such rights include consumer guarantees that services we provide to you will be carried out by us with due care and skill and will be fit for the purpose disclosed. Subject to the *Competition and Consumer Act 2010* (Cth) and to the maximum extent permitted by law, representations, conditions and warranties of any nature are expressly excluded.
- 3.6. You agree that the liability of Voyages in relation to recreational services (as defined at clause 3.7 below) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW) or corresponding legislation in other states or territories as applicable) for any:
- (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease (including any physical or mental ailment, disorder, defect or morbid condition, whether of sudden onset or gradual development and whether of genetic or other origin);
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to you or the community;
 - (ii) that may result in harm or disadvantage to you or the community,

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.

- 3.7. For the purposes of clauses 3.6, "recreational services" means services that consist of participation in:
- (a) a sporting activity or similar leisure-time pursuit; or
 - (b) any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- 3.8. These Terms and Conditions are governed by the laws of New South Wales and you agree that the Courts of New South Wales shall have exclusive jurisdiction to hear any matter arising in relation to these Terms and Conditions.
- 3.9. Voyages is committed to protecting your privacy and the confidentiality of your personal information. Voyages' Privacy Policy is available at <https://www.ayersrockresort.com.au/terms-and-conditions/privacy-policy>.

4. EVENTS BEYOND OUR CONTROL

If an unforeseen event occurs which is outside our control and affects our ability to provide any of the products or services booked by you with us, Voyages will notify you as soon as reasonably practicable upon becoming aware of the expected consequence and an estimate of the length of time over which it will prevail. However, Voyages liability for the resulting costs to you of such an event is excluded.

PART A - ACCOMMODATION

5. ACCOMMODATION BOOKINGS

- 5.1. These terms and conditions apply to bookings made by individuals and small group occupying less than ten rooms. All bookings for ten rooms or more are governed by the Business Events Terms and Conditions, which will be provided upon request.
- 5.2. Applicable rates are quoted on our website, advertisements or brochures. All quoted rates are subject to change at any time until the booking is confirmed. Some rates which are quoted are only valid for a minimum number of nights and if the number of nights included in your booking changes the rate may also change.
- 5.3. In order to confirm your booking you must supply us with valid credit card details at the time of booking. We will charge the credit card details you provided according to the rate conditions applicable to your booking.
- 5.4. For Voyages Ayers Rock Resort, full payment must be received no later than 21 days prior to your arrival date to guarantee your booking. Failure to make full payment by the due date may result in your booking being cancelled by us by providing a 3-days' notice in writing. If full payment is not received by us by the date that is 7 days prior to your arrival date, your booking will be automatically cancelled.
- 5.5. If you are unable to provide credit card details at the time of booking, full payment must be received and cleared in our nominated bank account at least 21 days prior to your scheduled date of arrival.
- 5.6. For Home Valley Station, all bookings must be guaranteed at the time of booking by providing the details of a valid credit card, and full payment is required upon check-out.
- 5.7. Arrival and/or departure details must be supplied to us no later than 7 days prior to arrival, or supplied at time of booking if booking is made less than 7 days from the date of arrival.

- 5.8. In the unlikely event that Voyages cannot provide accommodation which you have booked, you acknowledge and agree to be relocated into an alternative property which in our reasonable opinion is of comparable or superior quality.

6. PHOTOGRAPHIC IDENTIFICATION AND SECURITY DEPOSITS REQUIREMENTS ON ARRIVAL

- 6.1. You will be asked to provide photographic identification upon your check-in at the hotel.
- 6.2. If you are unable to provide such identification your booking may be cancelled and you may be liable to pay Voyages an amount equal to the full booking amount plus other costs incurred by Voyages in connection with the booking. Accordingly, any payment that you have made in relation to the booking will be forfeited to Voyages under this clause.
- 6.3. You must provide a credit card authorisation or imprint when you check-in.
- 6.4. This authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.
- 6.5. The pre-authorisation process validates your credit card, and protects both you and merchant from increasing fraud incidents.
- 6.6. Where a credit card is not available a minimum \$300 cash deposit (or such other amount reasonably nominated by us at the time of check-in) will be required on check-in.

7. CHILD POLICY

- 7.1. For the purposes of this clause "Child" or "Children" means persons aged between 2 years and 12 years at the time of check-in (with the exception of Outback Pioneer Hotel and Lodge Dormitory accommodation, see clause 7.5 below).
- 7.2. At Ayers Rock Resort, Children dine free at all buffet breakfast restaurants. Specially priced children's menus are available at selected restaurants for lunch and dinner.
- 7.3. At Home Valley Station, Children are catered for with specially priced children's menus available at Dusty Bar & Grill.
- 7.4. Persons aged 15 years old and under (at the time of check-in) at Ayers Rock Resort (with the exception of Outback Pioneer Hotel and Lodge, see clause 7.5 below) stay free when using existing bedding. Extra person charges apply for additional rollaway beds.
- 7.5. Persons aged 15 years old and under (at the time of check-in) at Outback Pioneer Hotel and Lodge at Ayers Rock Resort stay free using existing bedding in Standard and Budget Rooms. Extra person charge applies for a rollaway bed in Standard Rooms. Rollaway beds are not available for Budget Rooms or Dormitory accommodation. The following restrictions apply to Dormitory accommodation:
- (a) twenty bed dormitories and four bed dormitories only permitted to be occupied by persons aged at least 18 years old and over; and
 - (b) four bed dormitories are permitted to be occupied by persons aged under 18 years only if accompanied by an adult (person aged 18 years old and over) providing all 4 beds in the four bed dormitory are reserved and occupied by the persons under one booking.
- 7.6. At Home Valley Station, persons aged 15 years old and under stay free when using existing bedding. Extra person rate charges apply for additional rollaway beds. When only one adult is travelling with children, the room rate for one person will apply to the booking. The room rate concession for one person is not applicable to camping rates.

8. ACCOMODATION CANCELLATION POLICY

- 8.1. For Ayers Rock Resort, if you cancel your booking the following cancellation fees for individual traveller accommodation will apply:
- (a) if the cancellation notice is received by us more than 7 days prior to your scheduled check-in date : Nil
 - (b) if the cancellation notice is received by us 7 days or less from your scheduled check-in date : a 100% cancellation fee.
- 8.2. For Home Valley Station, if you cancel your booking the following cancellation fees for individual traveller accommodation will apply:
- (a) if the cancellation notice is received more than 72 hours prior to your scheduled check-in date : Nil
 - (b) if the cancellation notice is received by us 72 hours or less from your scheduled check-in date : a 100% cancellation fee.
- 8.3. All cancellation notices must be provided to us via the following telephone lines: 1300 134 044 or +61 (02) 8296 8010; or sent to us in writing by fax to +61 2 9299 2103, letter or an email at travel @voyages.com.au and will only become effective when received by us.

- 8.4. You agree that under this cancellation policy all cancellation charges payable by you will be charged to the credit card provided at the time of making your booking or an amount equal to the full booking amount will be forfeited by Voyages.
- 8.5. If you do not show up for your booking or terminate your booking early after you have checked in you will be charged a 100% cancellation fee and the credit card supplied will be charged equivalent to the full amount of your booking, less any amounts that you have already paid.

PART B – TOURS, TRANSFERS AND OUTDOOR DINING EXPERIENCES

9. TOURS, TRANSFERS & OUTDOOR DINING EXPERIENCES – RATES & BOOKINGS

- 9.1. All prices quoted in our brochures or on our website for tours and transfers are per person prices and include GST. National Park entry fees and other government charges are excluded and may be applicable to your tour.
- 9.2. All bookings for exclusive tours or transfers are governed by the Business Events Terms and Conditions, which will be provided upon request.
- 9.3. To reserve a place on any tour or transfer at Ayers Rock Resort or Home Valley Station, including tours provided by the Third Party Suppliers when booked through Voyages, full payment must be made at the time of booking.
- 9.4. For Mossman Gorge Centre Tours, full payment is due upon arrival at the Centre prior to the commencement of the tour.
- 9.5. Tours are run by a tour leader. During a tour you may enter areas that may pose dangers or are of cultural significance. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the tour or transfer. You agree to strictly comply with:
- (a) any and all reasonable directions of the tour leader; and
 - (b) all local laws and customs (including those of cultural significance) that you are informed of by the tour leader.
- 9.6. If you fail to comply with a decision made by the tour leader or requirements contained in clause 9.5, the group leader may direct you to leave the trip immediately, with no right of refund.
- 9.7. Voyages makes every effort to operate tours and transfer as advertised. However, itineraries may need to be changed at short notice due to weather, accessibility or other external events outside Voyages' control. If changes are necessary, we will make reasonable efforts to supply you with a tour or transfer that is equivalent to the advertised itinerary in all material aspects. Voyages will make reasonable efforts to inform you of any changes in advance via the contact details provided at the time of booking.
- 9.8. If Voyages is unable to provide you with a tour or transfer that is equivalent to the advertised itinerary, Voyages will offer you the choice of:
- (a) rebooking the tour or transfer for another day; or
 - (b) receiving a refund for the tour or transfer less any reasonable expenses incurred by us or services consumed by you (if any).
- 9.9. Due to their nature, participation in tours and transfers may require a minimum level of fitness or physical capability. Any specific requirements will be notified to you at the time of booking. By booking a tour or transfer, you warrant and represent that you satisfy any minimum requirements notified to you. If Voyages (acting through its authorised tour leader) reasonably decides that you do not meet the minimum physical requirements, Voyages may remove you from any tour or transfer at any time without providing a refund.
- 9.10. Certain tours and transfers are suitable for children providing they are accompanied by a parent or guardian during the entire tour. Child rates apply to persons 15 years old and under at the time of the tour. Some tours cannot accommodate children, as specified below:
- (a) Desert Awakenings, Outback Sky Journeys and Mossman Gorge Centre tours – children aged 5 years and under are not permitted;
 - (b) Tali Wiru – persons aged 15 years and under are not permitted; and
 - (c) Sounds of Silence - children aged 9 years and under are not permitted.
- 9.11. Parents and guardians are responsible for ensuring that children under their supervision do not reduce or impact on others' enjoyment of the tour. Non-compliance with this requirement may result in the child, and their parent or guardian, being directed to leave the tour or transfer without providing a refund.
- 9.12. Voyages and other providers reserve the right to take photographs or videos of you during the operation of any tour/transfer or part thereof, and to use the resulting images for promotional purposes. By making a reservation with Voyages, you agree to allow your

images to be used for such purposes. If you prefer that your image(s) not be used in this way, you must inform the tour leader of the requirement at the commencement of your tour or transfer.

- 9.13. If payment is not received by us by the due date or guarantee has not been provided within the specified time, Voyages reserves the right to cancel the booking and any payments made by you in relation to your booking will be forfeited to Voyages.

10. TOUR CANCELLATION POLICY

- 10.1. If you cancel a booking for Voyages Ayers Rock Resort touring (including but not limited to Sounds of Silence, Tali Wiru, Desert Awakenings, Outback Sky Journeys), Home Valley Station tours and transfers, or Mossman Gorge Centre Tours, the following cancellation fees will apply:
- (a) if a cancellation notice is received by us more than 7 days prior to a booked tour or transfer date : Nil;
 - (b) if a cancellation notice is received by us 7 days or less from the booked tour or transfer date : 100% of total booked touring or transfer cost per person.
- 10.2. All cancellation notices must be provided to us via the following telephone lines: 1300 134 044 or +61 (02) 8296 8010; or sent to us in writing by fax to +61 2 9299 2103, letter or an email at travel@voyages.com.au and will only become effective when received by us. The cancellation fee will be charged to the credit card provided at the time of booking.

PART C – THIRD PARTY SUPPLIERS

11. PRODUCTS OFFERED BY THIRD PARTY SUPPLIERS

- 11.1. Certain products and services you are able to book through us are provided by third party suppliers independent of Voyages (***Third Party Suppliers***).
- 11.2. Products offered by Third Party Suppliers may be subject to separate terms and conditions, which will be provided to you at the time you make your booking. Third Party Suppliers' terms and conditions may relate to items such as (without limitation) tour safety policies, children policies, cancellation policies.
- 11.3. You may be required to contact a Third Party Supplier directly to arrange for pick-up/drop-off times, appointments or other services which form part of your booking. Any requirements for you to contact the Third Party Supplier directly will be specified at the time of booking.
- 11.4. As agent for the Third Party Supplier, we are not liable to you for a breach of obligations by the Third Party Supplier in providing you with a product or service.
- 11.5. The Third Party Supplier is liable to you for a breach of obligations in providing you with the product or service.
- 11.6. If there is any inconsistency between the Third Party Supplier terms and conditions and Voyages Terms and Conditions, the former will prevail.
- 11.7. Destination shots may have been supplied to us by Third Party Suppliers and we do not guarantee the accuracy of any destination shots.

PART D – OTHER

12. SPECIAL EVENTS, PROMOTIONAL DEALS & PACKAGES

- 12.1 From time to time Voyages offers promotional deals and packages, and arranges special events in addition to the tours specified in these Terms and Conditions. For example, in 2016 – 17, special events at Ayers Rock Resort will include the Field of Light Exhibition and the Tjungu Festival.
- 12.2 All promotional deals, packages and special events offered or arranged by Voyages will be subject to additional terms and conditions, which will be provided to you at the time you make your booking. To the extent of any inconsistency between any specific terms and conditions for such events, packages and promotional deals and these Terms and Conditions, the specific terms and conditions applicable will prevail to the extent of the inconsistency, but only in respect of the relevant event, promotional deal or package.

13. IMAGES AND MAPS

- 13.1 Any maps and photographs of the destination are indicative only.
- 13.2 Actual rooms occupied may vary in décor and inclusions from those shown.