

Terms & Conditions

CONDITIONS OF BOOKING

It is a condition of booking that you have read and understood these Terms & Conditions prior to making your booking on one of our Tours. Your booking is accepted based on this. If you are unclear about then it is your responsibility to request further explanation.

PRICES

Prices are quoted in Australian dollars (inclusive of GST). Tour prices are per person, are correct at time of publication and can be subject to change at the discretion of Escape to WA.

INCLUSIONS

Tours include all sightseeing, entry fees and meals as stated in the full itinerary however are subject to change solely at the discretion of Escape to WA.

CONDITIONS OF TRAVEL

Escape to WA reserves the right to alter the route or itinerary of any of its Tours and arrange alternative carriers to those advertised if necessary. No refunds will be given in these circumstances or in the event of any delay, curtailment or alteration of a trip resulting from any cause beyond our control, including but not limited to severe weather conditions. Components of trips are weather dependent and Escape to WA cannot be held liable if trip components are not available on the day of travel. We will endeavour to deliver the tour as presented and will only make changes which are in the best interests of and for the safety of you, our passengers. Escape to WA cannot guarantee exact pick up or drop off times and is not liable for passenger failure to connect with other services or any associated costs resulting from such delays. We accept no responsibility for loss or damage to personal belongings or baggage. Any Aboriginal components of our tours are subject to cultural conditions. Participants may be absent due to cultural commitments with minimal prior notification and Escape to WA reserves the right to amend the itinerary in these circumstances with no obligation to refund.

LIABILITY

Whilst we make every effort to safeguard our passengers, Escape to WA cannot be held liable for any damage, injury, or loss of any kind caused by or resulting from any act or omission by its employees, agents or contractors. Passengers should note that any adventure travel involves a higher than normal risk and a signed release may be required from all participants before departure. Escape to WA also assumes no responsibility for any act of negligence, act or omission whatsoever by any company.

whose services are used as part of packages provided, including but not limited to food, activity and accommodation providers. By booking a tour with Escape to WA, the passenger agrees that Escape to WA and its operators 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 tours and operations of Escape to WA and its operators. 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 Escape to WA or its operators. Passengers expressly renounce all claims against Escape to WA and its operators in respect of such death, injury, illness, detention, delay, damage or loss.

MINIMUM NUMBERS/ITINERARIES

Our Tours may require minimum passenger numbers to operate. In circumstances where minimum numbers are not reached, an alternative may be offered or a smaller vehicle used.

TRAVEL INSURANCE

Travel insurance is not included. Escape to WA strongly recommends that passengers take out their own travel insurance policy which covers personal liability, cancellation, loss of luggage and personal effects.

DEPARTURE POINTS

Unless stipulated on your Tour Itinerary, pick up details will be advised at time of booking. All tours must be reconfirmed 48 hours prior to departure by calling 0435309258 (within Australia). Failure to do so may result in the cancellation of your booking. Hotel pickups are available on request at time of booking from select Perth City Hotels. Most tours also provide a free drop-off service.

DIESEL FUEL LEVY

Escape to WA reserves the right to charge a fuel surcharge as a result of escalation in the price of crude oil.

CANCELLATION POLICY

Due to the extensive organisation involved with touring, a strict cancellation fee will be applicable to compensate for costs and lost revenue. We strongly recommend you take out travel insurance to cover against such charges. Once a booking is made the following cancellation fees will apply:

Cancellation Fees Perth Day Tours

- More than 30 days prior to departure; 5% full fee applies - More than 72hrs prior to departure but less than 30 days; 50% of total price
- Less than 72hrs prior to departure 100% of total price

Cancellation Fees Multi Day Hikes

More than 6 weeks before departure: \$150 admin fee, 4 – 6 weeks before departure: 50% of Full Tour Cost

2 – 4 weeks before departure: 70% of Full Tour Cost, - Less than 2 weeks before departure: 100% of Full Tour Cost

If you fail to join a tour or join it after departure, or leave it prior to its completion, no tour refund can be made. The above cancellation fees are in addition to fees which may be levied by food providers, accommodation house properties, travel agents or third party tour and transport operator cancellation fees. Cancellation fees apply as soon as Escape to WA confirms or accepts a reservation.

DEPOSIT AND FINAL PAYMENT

Full payment is required to confirm Perth Day Tours unless specified or alternative arrangements have been made. Failure to adhere to the payment policy may result in cancellation of your booking.

\$250 deposit is required to confirm Multi-day Hikes with weekly instalments or pay in full option available only. Failure to adhere to the payment policy may result in cancellation of your booking.

AMENDMENTS TO BOOKINGS

Amendment Fees Day Tours

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 15 days prior to the proposed departure date. A fee of AU\$50 per person per change may apply (in addition to any charges levied by hotels, ground operators). If you notify us less than 15 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Other Change/Amendment Fees for all Tours Amendments to any other arrangements made in conjunction with your trip may incur a AU\$100 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 7 days of departure. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

Cancellation by Escape to WA

We may cancel a trip at any time up to 28 days before departure. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your cancellation including but not limited to visas, vaccinations, Travel Insurance excess or non-refundable flights.

CHILD POLICY

Child fares are available on most Perth Day Tours for passengers aged between 4 and 14 years inclusive. Infants (0-3 yrs) are free when travelling with an adult, however touring is not generally recommended due to the large distances travelled. Depending on age, children on tour may be required to be seated in booster seats or other child safety accredited seating. At all times, Down Under Discoveries reserves the right to not accept children on tours due to safety concerns.

CONCESSION FARES

Concession fares apply to holders of senior or pensioner cards and full-time. Card membership numbers must be quoted at time of booking.

LUGGAGE ON TOUR – WHAT TO PACK

Due to the equipment required for our Perth Day Tours, vehicles have limited luggage space remaining. We therefore ask passengers to limit baggage to a strict 15kg maximum soft bags are preferred. We suggest you include the following essential items: non-slip walking shoes (sneakers), sun screen, hat, beach towel, bathers, flashlight, camera and small bottle of water. We recommend that items of value, including electronic items, should not be carried on tour, and liability and risk is with the owner.

OTHER CONDITIONS

In accordance with Government regulations, smoking is prohibited on the bus. Any passenger found to be heavily intoxicated will not be permitted to board the bus.

LEGAL CONSIDERATIONS

Neither Escape to WA, its Tour Leaders, trainers or other persons or organisations associated with training or tuition accept any liability for any

damage to any persons or property resulting from the subsequent action of participants. These terms and conditions are incapable of alteration or waiver by a servant, agent or representative of Escape to WA or by any other supplier. I/we give my permission for Escape to WA to use any digital, film or video photographs they may take of me, my family or my vehicle, in their advertising, or web site. I/we give permission to Escape to WA to provide our names, addresses and phone numbers to other participants on this tour or training session, however, Escape to WA will not disclose my/our personal details to any other party without prior permission. Not with standing anything contained in this Agreement to the contrary, Escape to WA shall not be liable for any loss, injury, delay, damage or other casualty suffered or incurred by you due to storms, fires, earthquakes, explosions, embargoes, Government directives, or any other law or regulation, litigation or labour dispute, act of God, war, terrorism, or any other cause which is beyond our reasonable control. This Agreement is and shall be governed by and construed in accordance with the law of the State of Western Australia. Any legal conflict which may arise under this Agreement shall be resolved in the legal jurisdiction of Western Australia.

用户协议

竭诚旅游 (www.escapetowa.com 或 www.escapetowa.com.cn) 所提供的各项服务和内容及本用户协议的最终解释权归 Chinese Input Pty Ltd. 所有。使用竭诚旅游网站或预定竭诚旅游网站的任意产品即代表您已了解并同意此用户协议，并同意竭诚旅游的用户协议可在不通知的情况下进行修改。如果您不同意以上任何内容，请停止访问竭诚旅游网站或使用竭诚旅游网站的服务。以下简称竭诚旅游网站的使用者为“用户”。

协议总则

- 1, 竭诚旅游的用户有义务了解竭诚旅游的最新用户协议的所有内容。
- 2, 用户的权利和责任为维护所有用户和竭诚旅游的共同利益，任何用户如妨碍团体正常活动，竭诚旅游和产品运营商将取消此用户继续参加行程的权利。
- 3, 竭诚旅游不负责用户在使用旅游产品和服务中所遭受到的一切损失。
- 4, 如果用户在竭诚旅游注册的账号和密码丢失或曝露给第三方，第三方通过您的账号和密码进行操作，竭诚旅游不负责此操作的任何后果，用户有义务承担相应责任和后果。
- 5, 如果用户发现第三方不当使用您的账号或可能危及你的账号安全情况时，您有义务以书面方式或其他有效方式通知竭诚旅游，要求竭诚旅游停止此账号的服务。
- 6, 所有旅游产品的出发和返回时间，价格，退款政策，行程路线，游玩景点等都可能根据当日天气情况和导游安排发生改变。用户有义务负责游玩当日可能产生的额外费用。
- 7, 用户在使用竭诚旅游网站或预定旅游产品时，有义务提供正确畅通的联系方式和个人信息。竭诚旅游不负责因您提供的联系方式不正确而造成的一切损失。

- 1, **当您的**订单付款后，修改和取消政策立即生效。每个产品页面的重要信息板块都写明了取消和退款原则。在预定产品前请务必仔细阅读取消和退款原则。因每个产品的运营商不同，所以每个产品的取消和退款原则也不同。
- 2, **游玩当日**如果因任何原因您没有及时出现，则视为自动放弃，不提供退款。此条款适用于**竭诚旅游的所有旅游产品**。
- 3, **竭诚旅游的客服**会在 72 小时内对订单进行确认，如果您预订的旅游产品已满位或者运营商当日不提供此产品，您可以更换其他旅游日期，如更换其他日期不能实现，则根据该产品的取消和退款原则进行退款。
- 4, **退款时**的货币与您购买该产品时使用的货币一致。
- 5, **退款方式与付款方式保持一致**，根据退款方式和第三方支付机构的不同，您的账户里接受到的退款日期不同。进行退款操作时，**竭诚旅游的客服**会将退款凭证发到您的邮箱里。
- 6, **所有旅游**产品开始使用后，将拒绝任何退款。
- 7, **所有旅游**产品的取消，修改和退款，都必须直接与**竭诚旅游**的客服联系。旅游运营商不负责取消，修改和退款。
- 8, **增加**订单与新预定订单一样，以正常预订方式进行预定和付款。减少订单将根据相应产品的取消政策处理。
- 9, **如您需要修改**订单信息，比如航班号，酒店地址等任何订单信息，每次修改**竭诚旅游**将收取 20 元澳币的手续费。
- 10, **如果您需要更改游玩日期**，则根据运营商的空余位置是否允许进行更改。比如动物园的游玩日期修改通常都能满足，但如果是户外冒险等活动，游玩日期是否能够修改则根据运营商情况。