

## TERMS AND CONDITIONS

Travel arrangements and published prices, including those detailed on the Internet site, are provided and coordinated by the Ningaloo Visitor Centre, hereafter referred to as 'The Booking Agent'. The person making the booking is referred to hereafter as 'The Client'. The property owner or manager is referred to hereafter as the 'Operator'. Due care has been taken to verify and check all information, including the Internet sites at the time of compilation and transaction of bookings. However, as the relevant accommodation & tour operators supply this information, The Booking Agent accepts no responsibility for any inaccuracy or misdescription contained in these publications or information as so supplied.

Sales of service as contained in this publication are made by The Booking Agent, only as an agent for the person, business or company providing the services. The Booking Agent does not accept responsibility for any changes in price variation of services shown. All services and prices are subject to change without notice. The Booking Agent is not liable for any injury, damage, loss, accident, delays generally, inconvenience or any irregularity which may be caused by errors and omissions, reason of any defect in any vehicle, vessel, or any company or person engaged in conveying of passengers, or in the carrying out of arrangements of the tours and travel or the provision of accommodation.

Literature available in the Ningaloo Visitor Centre and information on the website may contain information about activities which by reason of their physical exertion or the degree of physical fitness required may be unsuitable or dangerous for certain persons to undertake, or activities may be described which are inherently dangerous. The Booking Agent makes no representations of fact, nature, quality and suitability about any or all of the activities promoted. The client agrees to accept responsibility for first satisfying himself/herself by independent enquiry or advice as to their suitability for the particular activity. All maps, photographs, illustrations and computer-based graphics are included for general purposes only and are not always indicative of the subject matter. Accommodation photographs (graphics) may not be specific to the actual room occupied. Maps are not to scale.

1. The 'Client' must be at least eighteen years of age. The client must be authorised on behalf of all other members of the party making the booking.
2. The booking is made on the basis the Booking Conditions shall apply to all members of the party. By making the booking, the client confirms that he or she is so authorised and that other party members agree that the booking is subject to these Booking Conditions.
3. The Client is responsible for making payments prior to arrival, and payment is made to the Booking Agent. A payment equal to no less than 50% of the cost is required at the time of making the booking, and the balance is payable 30 days prior to arrival.
4. The booking is made on the basis that the client agrees that no liability can be accepted by the Operator or the Booking Agent for expenses, costs, losses, claims or other sums of any description which relate to the occupation of the property.
5. The Client and all members of the party agree the premises cannot be used for any purpose other than the provision of accommodation. The client and all members of the party further agree not to use the property for any commercial, unlawful or anti social purpose.
6. The Client is responsible to the Operator for the actual costs of any breakage or damage in or to the property along with any additional costs that may result - which are caused by the client and/or any members of the party, and the Operator can require payment from the client to cover any such costs. The client agrees to keep the property clean and tidy and to leave the property in a similar condition as it was found upon arrival. The client agrees to pay all costs incurred in connection with cleaning or restoration of the condition following occupancy by the client. The client agrees to provide their credit card details as security and authorises The Booking Agent to charge their credit card for the purposes of addressing any of these additional damage and coordination costs as required.
7. The Operator is entitled at his/her sole and absolute discretion to refuse to hand over to the client, or to repossess the property where damage is reasonably believed to be caused by the client or any members of the party or where quiet possession is disrupted or threatened. Under these circumstances such an event will be treated as a cancellation of the booking by the client.
8. The Client must not sublet, or allow more people than stated in the original booking to occupy the property without the consent of the Operator or the Booking Agent. If this were to occur without consent, an additional payment will be required to compensate the Operator for the loss of revenue and all associated costs incurred resulting from the occupation of the property. The client or any member of the party cannot take any animal into the property unless this has been arranged in advance and acknowledged in the booking confirmation. If the client does any of these things, the Operator can refuse to hand over the property, or may repossess it. If the Operator does so, this will be treated as a cancellation of the booking by the client. In these situations no refund of any monies paid in respect of the booking will be made and neither the Operator nor the Booking Agent have any liability to the client as a result of the situation arising.
9. The client understands that The Booking Agent acts as an agent only. Therefore, if for any reason (excluding fault on the Booking Agent's part) any Operator is unable to provide the services for which the client have contracted, the client's rights are against that Operator and not against the Booking Agent.

10. Changed or cancelled bookings for any reason (including by reason of matters outside the clients or the Booking 'Agent' s control) may also incur Operator fees, which can be up to 100% of the cost of the booking regardless of whether travel has commenced. Operator fees may also apply where a booking is changed for any reason. Where the Booking Agent incur any liability for a Operator change or cancellation fee for any booking changed or cancelled for any reason, the client agrees to indemnify the Booking Agent for the amount of that fee. Where the client seeks a refund for a changed or cancelled booking for which payment has been made to the Operator, the Booking Agent will not provide a refund to the client until it received the funds from that Operator (which may take four weeks or longer, dependent upon the supplier processing time). In the event the Booking Agent is still holding the funds, it will provide you with a refund once authorised by Operator to process a refund, subject to the Operators change or cancellation policy.

11. When the client receives confirmation, the details must be checked carefully. The client is deemed to have validated the booking unless notification of any error or omission is communicated in writing immediately and in any event no later than 24 hours of the booking transaction. The Booking Agent accepts no liability for errors or omissions where the client has failed to immediately notify details of any errors or omissions. The client is deemed to have read and agreed to the Terms and Conditions of The Booking Agent as per outlined in this document.

12. Cancellation of Confirmed bookings by the client (where payment has been made) will attract a 15% (inc GST) Administration Cancellation Fee. The Administration Cancellation Fee is in addition to any *advertised* Cancellation Fee the Operator may impose.

13. Once the Booking Agent issues written confirmation to the client, this signifies that the Operator has entered into a binding contract with the client which is subject to these Conditions.

14. The Booking Agent reserves the right without recourse to offer alternative accommodation and/or tour of a similar standard in the event of force majeure or any other reason which is outside of the control of the Booking Agent or in the event of the Operators Failure to meet obligations arising in respect to any booking transaction. In the event the Booking Agent is unable to book a similar alternative, the client will be offered a refund or the option to enter into a new transaction with nil carry over conditions.

15. The Booking Agent strongly recommends that the client takes out appropriate travel insurance to cover his/her/other travel arrangements. The client's insurance protection should at least include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance.

16. All currency quoted in publications, documents and Internet websites is in Australian Dollars (\$AUD).

17. The Laws of Western Australia shall apply to these conditions.