

# TERMS & CONDITIONS

## WAYPOINT EXPEDITIONS

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### 1. TERMS & CONDITIONS

#### General Responsibilities and Duty of Care

1. Waypoint Expeditions (WAYPOINT) will use its best endeavour to operate all outback adventure tours as advertised.
2. I/we understand that WAYPOINT and/or its agents operate in remote areas. WAYPOINT reserves the right to amend, vary, re-route or cancel an outback adventure tours where, in its best judgement, road, climatic, or other circumstances deem it to be necessary.
3. WAYPOINT cannot guarantee exact arrival and departure times of its outback adventure tours.
4. WAYPOINT reserves the right to employ guides and trainers other than those advertised should the need arise.
5. At the discretion of WAYPOINT, an outback adventure tour program may not proceed if minimum numbers are not achieved. WAYPOINT shall advise as soon as possible should an outback adventure tour not proceed under this clause and otherwise arrange refund or credit towards a subsequent tours.
6. I/we understand and accept that WAYPOINT outback adventure tours are challenging, self-sufficient experiences.
7. I/we agree to observe the safety and other instructions of the tour leader/guide/trainer for the duration of the outback adventure tour.
8. I/we understand and accept that all bookings made with WAYPOINT are subject to the terms and conditions and limitations and liability imposed by the third-party suppliers, some of whom limit or exclude liability in respect to death, personal injury or delay.
9. I/we understand and accept that WAYPOINT is not in any way liable for the acts, omissions or default whether negligent or otherwise, of third party suppliers.
10. While every care and precaution is taken, I/we understand that WAYPOINT is not liable for the sickness or injury of any participant.
11. I/we confirm that I/we do not have any pre-existing medical condition or disability which will impact on or prevent me/us from participating in or completing an outback adventure tour.
12. Where an outback adventure tour is carried out in an area without proper medical services, WAYPOINT and its servants and agents are expressly authorised by me/us and each participant for whom we are responsible to take such action as is necessary for the provision of medical services. This shall include, but not be limited to, the arrangement of any medical evacuation service by air/road, the attendance of any doctor/nurse, and any necessary hospital service.
13. I/we understand that all associated costs of the provision of medical services as specified in Clause 12 are to be borne by me/us.
14. WAYPOINT strongly recommends that you take out a comprehensive travel insurance policy including medical evacuation coverage, cancellation and theft of personal property in order for you to be indemnified against any losses for which you would otherwise be liable under these Terms and Conditions.

#### Tag-Along-Tours

16. For logistical and safety reasons, a tag-along convoy organised by WAYPOINT can comprise no more than 12 vehicles (plus guide).
17. I confirm that any co-drivers and I possess a driver's license valid in Australia.
18. I/we accept full responsibility for the maintenance of my/our vehicle during the adventure tour. This includes regularly checking water, battery and oil levels and tyre pressures.
19. I/we understand that 'tag-along-tours' are challenging self-drive adventures traversing remote areas.
20. I/we understand that the tour price does not include the cost of any vehicle repairs or towing expenses.
21. I/we understand that we will be liable for all traffic offences incurred during the tour.

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22. It is understood that in the event that WAYPOINT arranges/facilitates hire of vehicles or other equipment for a client, the contract and terms and conditions for use of that equipment is between the client and the supplier of the goods.
23. WAYPOINT recommends that you have some form of vehicle insurance (in addition to third party).
24. Hire vehicles and/or equipment must be paid for prior to collection.

### Booking and Cancellation Policy

25. To ensure a booking, client/agent must provide Waypoint with written, online booking or e-mailed instructions along with a \$500 non-refundable deposit payable to WAYPOINT EXPEDITIONS by bank deposit, EFT, or credit card (Visa or Master Card). A booking is accepted as written confirmation by WAYPOINT.
26. On trips a deposit must be received by WAYPOINT a minimum of 90 days prior to departure unless other arranged with WAYPOINT.
27. The final balance of the specified amount payable for trips is due 30 days prior to departure. If a booking is made within 30 days prior to departure, then payment in full must accompany the booking.
28. In the case of any cancellation by WAYPOINT prior to commencement, WAYPOINT will offer a full refund or credit you on a subsequent trip.
29. Should it be necessary to cancel a tour, you must notify WAYPOINT immediately in writing. The notification will take effect the day it is received and acknowledged by WAYPOINT. Monies will be refunded less incurred administration costs as set out in the schedule below :-
30. Number of days before departure: (this may vary on overseas tours):
  31. 60+ days Loss of deposit
  32. 59-41 days 35% of package price
  33. 40 - 31 days 50% of package price
  34. 30 days or less No refund
35. At WAYPOINT's discretion, if another full-paying client prior to the trip date can fill your place, WAYPOINT will refund your money in full, minus the deposit and incurred administration costs. We recommend you take out travel insurance to cover this possibility.
36. The non-issuance of an invoice or the non-payment and/or non-receipt of an invoice will not exempt participants from the cancellation penalties contained herein.

### Legal Considerations

37. Neither WAYPOINT, its Tour Leaders, or other staff accepts any liability for any damage to any persons or property resulting from the subsequent action of participants.
38. These terms and conditions are incapable of alteration or waiver by a servant, agent or representative of WAYPOINT or by any other supplier.
39. I give my permission for WAYPOINT to use any digital, film or video photographs they may take of me,, my family or my vehicle, in their advertising, or web site. NB. If you do not wish your images to be used, please cross out and initial this paragraph.
40. I/we give permission to WAYPOINT to provide our names, addresses and phone numbers to other participants on this tour, however, WAYPOINT will not disclose my/our personal details to any other party without prior permission.
41. Notwithstanding anything contained in this Agreement to the contrary, WAYPOINT 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.
42. These Terms & Conditions are and shall be governed by and construed in accordance with the law of the State of Western Australia.

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43. Any legal conflict that may arise from the Terms & Conditions shall be resolved in the legal jurisdiction of Western Australia.