

Gwondana Photography Pty Ltd terms of this Agreement are:

1. Booking Tours

1.1 In order for you to come on a tour arranged by Gwondana Photography Pty Ltd, you must make a booking. This is done by paying a deposit of 50% of the total advertised price or 100% of the total advertised price. It is your responsibility to ensure that the booking dates and the tour are suitable for your requirements and capacity (including your physical and medical state and any disability from which you may suffer), in every respect.

1.2 Provided that a place on the tour booked is available and that Gwondana Photography Pty Ltd is satisfied that there is no good reason to refuse the booking, Gwondana Photography Pty Ltd will confirm the booking in writing or email. Paying 50% deposit of the total advertised price only confirms your booking. You must then pay the balance of the advertised tour price no later than 7 days of tour departure. Paying 100% of the total advertised price, and not before then, the booking is complete and your place assured for the tour.

1.3 If, for whatever reason, a booking is not confirmed, Gwondana Photography Pty Ltd will make a full refund of the booking payment made by you, except where you cancel the confirmed booking, other than in accordance with paragraphs 2- when the balance of any booking payment held by Gwondana Photography Pty Ltd will be refunded, less a \$300 charge for administration costs.

1.4 As soon as practicable, booking confirmation will be sent to you normally within 7 days of making payment for the tour, by Gwondana Photography Pty Ltd.

2. Cancellation and alteration

2.1 Except where it is beyond your control, any cancellation by you of a booking must be made in writing to the Gwondana Photography Pty Ltd at least 30 days prior to departure.

2.2 Subject to the following, provided that any cancellation is made in accordance with paragraph 2.1, the balance of any booking payment still held by Gwondana Photography Pty Ltd will be refunded, less a \$300 charge for administration of the cancellation.

2.3 No refunds will be made in relation to the return part or any other unused part of a tour.

2.4 You may give 30 days' written notice, expiring before the start of your booked or confirmed tour, to Gwondana Photography Pty Ltd to change the tour. Any excess money will be refunded to you, subject to the payment of any additional administration charge.

2.5 Although it is unlikely that Gwondana Photography Pty Ltd will have to make any changes to the itinerary arrangements, we do plan the arrangements many months in advance and as a result we may have to make changes and we reserve the right to do so.

2.6 If the Gwondana Photography Pty Ltd has to cancel your tour before the date of departure, you will have the choice of:

2.6.1 taking an alternative tour on alternative date (and where this is of a different price you or we will refund the difference as appropriate); or

2.6.2 accepting the full refund of all monies paid.

3. Your obligations

3.1 You must ensure that any medical or other attendance that you require is provided by you.

3.2 You agree that you may be photographed in the course of the tour for the purpose of Gwondana Photography Pty Ltd future publicity and that any written comments you make about the tour may be published by Gwondana Photography Pty Ltd.

3.3 You agree to abide by any reasonable directions (especially any given on account of health and safety), given by the Gwondana Photography Pty Ltd representatives in the course of the tour.

3.4 You agree to behave in a reasonable and responsible manner and, in particular that you will do nothing which might endanger the health and safety of any person involved in the tour or which might result in personal injury to any person or loss of or damage to property

belonging to the Gwondana Photography Pty Ltd its representatives or other clients.

3.5 You agree to inform us of any special requests at the time of booking. We will advise the relevant suppliers of such requests but cannot guarantee that they will be met. Furthermore, the Gwondana Photography Pty Ltd has no liability to you if such requirements are not met.

3.6 You agree to, Gwondana Photography Pty Ltd to act for you, according to their best judgment in any emergency requiring medical attention.

4. Liability of Tour Company

4.1 When Gwondana Photography Pty Ltd supplies ancillary services, which include any services supplied by a third party, Australian Photo Tours does not give any warranty or guarantee as to their quality, fitness for purpose or otherwise but shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given by the person supplying those services.

4.2 The Gwondana Photography Pty Ltd shall have no liability to you for any loss, damage, costs or expenses or other claims for compensation arising from any instructions supplied by you which are incomplete, incorrect, illegible, out of sequence or in the wrong order or form, or arising from your late arrival, non-arrival or any other fault of yours or a third party.

4.3 Except in respect of death or personal injury caused by the negligence of Gwondana Photography Pty Ltd, or as expressly provided in these Terms, Gwondana Photography Pty Ltd shall not be liable to you by reason of any innocent representation or any implied warranty, condition or other term, or any duty at common law, for any loss of profit, opportunity or any indirect, special or consequential loss, damage, costs, expenses or other claims (however caused) which arise out of or in connection with the provision of any tour (including any delay or failure to provide it), so however that, the entire liability of Gwondana Photography Pty Ltd under or in connection with the tour contract shall be limited in maximum to the amount of the payments for the provision of the tour in question.

4.4 Tour participants will be asked to sign a liability waiver before their tour. Children under 18 years of age require a parents or guardians counter signature on the waiver form and be accompanied by a responsible adult. Gwondana Photography Pty Ltd is not responsible for any act or omission of yours which results in death, personal injury or loss of, or damage to property of any other client.

5. Insurance

5.1 Insurance for medical emergency, including repatriation in any such event, is not included in the cost of the tour.

5.2 Gwondana Photography Pty Ltd are not medical practitioners and cannot provide advice as medical practitioners.

5.3 It is a condition of booking that all participants be covered by comprehensive travel insurance and do not travel against medical advice. You should organise it immediately you book so as to be covered in case of the ill health of yourself, a close relative or your travelling companion. If you do not wish to take out our insurance Gwondana Photography Pty Ltd must be provided with details of your comparable or greater cover and policy by, at the latest, one month prior to departure.

6. Tour fees – Transport, accommodation, meals and tuition

6.1 Transport – is for the designated time of the tour, from assigned pick up and drop off locations only, in a 6 seater luxury people mover.

6.2 Meals –dinner on the first day of the tour is included. Meals are one entrée or dessert, main course and non alcoholic beverage. Alcohol is not included in any meals.

6.3 Accommodation – three nights only in self contained shared apartments. One room is allocated per person or couple. Bathrooms are not always allocated per person per room and occasionally may have to be shared as a couple or with one other same sex tour participant.

6.4 Tuition – for the duration of the tour only, private and group photography tuition including

debriefing and the end of each location and day.

6.5 Entry to all National Parks included

6.6 Not included – Gwondana Photography Pty Ltd is not responsible for any other expenses not mentioned in paragraphs 6-1 – 6.4, that may arise in your airfares, transport, accommodation, taxes, to attend Gwondana Photography Pty Ltd.

6.7 The above fees are not applicable for chartered tour

7. Chartered tour fees

7.1 All chartered tour fees will be judged on a case-by-case basis.

7.2 Each chartered tour will be subject to individual pricing and an individual chartered tour estimate will be forwarded upon request.

8. Force majeure –unforeseeable circumstances that prevent someone from fulfilling a contract.

8.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including fire, natural disaster, war, military hostilities or terrorism and strikes of employees. It does not include merely inclement weather conditions.

8.2 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.

8.3 Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure, except in relation to liabilities accrued before the occurrence of the force majeure.

9. Successors to the agreement

9.1 Gwondana Photography Pty Ltd is entitled to assign the benefit of this agreement

9.2 The benefit and obligations of this agreement shall be binding on any successor in title.

9.3 Gwondana Photography Pty Ltd is entitled to assign the benefit of this agreement

10. Severability and waiver

10.1 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

10.2 No delay by the Gwondana Photography Pty Ltd in exercising any right, power or provision hereunder shall operate as a waiver of the exercise of any right at a future time.

11. Entire understanding

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement, including by reference.

12. Dispute resolution

12.1 In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

12.2 Subject to clause 11(1), if any difference shall arise between any of the parties touching the meaning of this Agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side.

13. Privacy

13.1 Gwondana Photography Pty Ltd will not share your contact information with any third party organisation, however by agreeing to these terms you allow Gwondana Photography Pty Ltd to send you email reminders about your upcoming bookings and information on future tours.