

**Moments in Time Pty Ltd trading as Outback Camel Company ABN 86 335 402 306 (“OCC”).**

***Booking Conditions applicable for 2024 treks with Outback Camel Company (OCC) and Australian Desert Expeditions (ADE).***

Australian Desert Expeditions Limited (ADE) partners with Indigenous Australians, leading universities, state and national government land management authorities, national conservation organisations and private research institutions to conduct scientific and ecological survey expeditions into remote regions of the central deserts. In addition to its research and survey components, ADE facilitates a desert trekking experience with its camel team for members of the public to attend (“Trekking Experience”).

**This Trekking Experience is facilitated by Outback Camel Company ABN 86 335 402 306 (“OCC”).**

OCC is fully responsible for providing the Trekking Experience on ADE’s behalf.

IMPORTANT: OCC is not a travel agent and does not supply or sell services or products that may only be provided by a travel agent (for example, domestic and international airline flights, hotel accommodation etc - excepting those included in the Travel Product) (“Travel Product”). OCC simply provides you with the Trekking Experience. All ancillary Travel Product and travel related bookings to enable you to attend the Trekking Experience (“Ancillary Travel Product”) is facilitated by OCC’s preferred travel provider, BackTrack Adventures ABN 89 648 174 396 (“BackTrack”).

By booking a Trekking Experience (with OCC and/or Back Track) and Ancillary Travel Product from Back Track (together the “Trekking Package”) you have agreed to be bound by the terms and conditions set out in:

- (a) these Booking Conditions;
- (b) essential Trip Information that applies to your trip; and
- (c) where applicable, BackTrack’s booking terms and conditions.

## **1. DEFINITIONS**

In these Booking Conditions the following terms have the following meanings:

- (a) “Booking” means a booking made in respect to a Trekking Package or any component of it.
- (b) “Booking Conditions” means these Booking Terms & Conditions.
- (c) “Force Majeure Event” means a circumstance beyond the reasonable control of any party and includes, but is not limited to, acts of God, accident, war or threat of war, riot, civil strife, flooding, fire, adverse natural weather phenomena, terrorist activity, industrial dispute, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis (including but not limited to COVID-19), breakdown of communication facilities, natural catastrophe, governmental acts or omission, changes in laws or regulations, industrial or nuclear disaster, explosion, generalised lack of availability of raw materials or energy, adverse weather conditions, fire and strikes.
- (d) “trek” means the trek component of the Trekking Experience.
- (e) “you/your” refers to the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of Booking) and all persons on whose behalf a Booking is made.
- (f) “we/us/our” refers to Outback Camel Company ABN 86 335 402 306 (“OCC”).

## **2. PRICES AND VALIDITY**

- (a) Prices for the Trekking Package are subject to change at any time without notice as our trek prices may vary at any time in accordance with demand, market conditions, availability and extreme weather conditions that may necessitate additional logistics and vehicle and/or air transfers.
- (b) Any reduced pricing or discounts that may become available after you have paid your deposit will not apply.
- (c) It is possible that different travellers on the same trip have been charged different prices than you.

### **3. DEPOSITS, DESERTSAVER PRICES & FINAL PAYMENTS**

- (a) A deposit of \$800 per person (or such other amount specified by us from time to time) is required to confirm your Booking. Your Booking is not secured until this deposit is received.
- (b) Deposits are non-refundable except as otherwise provided in these Booking Conditions.
- (c) If we are unable to confirm certain Trekking Experiences due to circumstances within or outside of our control, an alternative will be offered subject to your acceptance. If alternative arrangements are not accepted by you, then with the exception of a Force Majeure situation, we will refund any payments made including the deposit.
- (d) Final payment for Bookings is required no later than 90 days prior to the date of departure unless otherwise stated by us. Failure to make payment by due date may result in Bookings being cancelled and the deposit forfeited.
- (e) Payments made by direct deposit may take up to business 5 days to process. Payments by credit cards may incur additional fees, please refer to your invoice.
- (f) All payments for advertised DesertSaver prices must be received before the advertised closing date of the DesertSaver price. Any DesertSaver payments received after that date will default back to the published full trek price and you will be required to pay the difference.

### **4. CHANGES BY YOU**

- (a) Any changes requested by you after making your Booking may result in a change to the final price of your Trekking Package (e.g. if you request transfer to a different trek).
- (b) All traveller names must be provided to us at the time of Booking, and if the details provided to us are incorrect, you will be liable for any cost resulting from changing those details.
- (c) All changes are subject to availability, limitations, and restrictions that may preclude the requested change.

### **5. CANCELLATION BY YOU**

- (a) If you wish to cancel your Booking, you must provide us with written notification of your cancellation. Your cancellation is confirmed at the date we notify you of acceptance of that cancellation.
- (b) If you cancel a Booking you will be subject to cancellation penalties which in some circumstances may be as high as 100% of the total cost of the Trekking Package.
- (c) Unless we otherwise agree or except where otherwise provided in these Booking Conditions, your deposit is non-refundable in the event of cancellation by you.
- (d) Without limitation, the following cancellation fees apply:
  - (i) No refunds will be made if you leave a Trekking Experience for any reason after its commencement.
  - (ii) Cancellation by you within 90 days of departure will result in 100% forfeiture of the total Trekking Package costs.
- (e) In certain circumstances, you may be able to claim cancellation costs through your insurance policy. Please refer to the individual cancellation policy of your insurance provider for further details.

### **6. CANCELLATION BY YOU (COVID-19 Conditions)**

- (a) If the cancellation is due to any of the following that reasonably prevents you from attending the Trekking Experience in accordance with your Booking, we will hold 100% of monies paid by you in connection with your Booking as credit:
  - (i) You or an immediate family member becomes sick with COVID-19;
  - (ii) You are forced into self-isolation;
  - (iii) You are awaiting the results of a COVID-19 test or have been diagnosed with COVID-19;
  - (iv) A State Government or Commonwealth Government directive is issued and means you are no longer able to travel to or from your destination; or
  - (v) Any other COVID-19 related reason dictated by law, (each a "COVID-19 Event").
- (b) Where requested by us, you must provide reasonable proof of the COVID-19 Event that is resulting in your inability to attend your booked Trekking Experience. If we do not believe you have provided reasonable proof of the COVID-19 Event preventing your attendance, then any cancellation of your Booking will be subject to the conditions set out in clause 5.

(c) Any credit resulting from a cancellation under this clause 6 may be applied towards any other available Trekking Experience offered by us (subject to availability). This credit is not redeemable for cash. Any difference in booking value will need to be paid.

## **7. CANCELLATION BY US**

- (a) It is our policy that Trekking Packages will run once they have one fully paid traveller unless:
- (i) minimum group size (if applicable and which will be stated in your Essential Trip Information) is not met in which case you can transfer amounts paid to an alternate departure date or receive a refund (at your election); or
  - (ii) when a Force Majeure Event results in the cancellation of a trip in which case we offer you a choice of:
    - A. a 100% credit of monies paid for your trip; or
    - B. a refund minus our unrecoverable costs.

In such circumstances there will be no claim for damages by either party against the other and we are not responsible for any incidental expenses that you may have incurred as a result of your Booking including but not limited to travel insurance or non-refundable flights.

## **8. AMENDMENT BY US**

Due to the dynamic nature of our operations and the remote conditions in which we work, and for operational or other reasons beyond our control (including climatic conditions), we may occasionally need to make amendments or modifications to the trek itinerary and any inclusions, and you acknowledge our right to do this. These changes may include relocating the trek to operate in a different area to what which was originally scheduled and published.

Most changes will not be significant. If we become aware of any significant changes to your trek's itinerary or its inclusions that materially detract from the overall characteristics or value of the trek (where we determine it can still proceed), then we will notify you within a reasonable time and you may elect to:

- (i) proceed with the trek, in which case we may refund you an amount attributable to the reduction in value determined by us acting reasonably; or
- (ii) cancel your trek, in which case we will refund the trek price received by us at that time.

If you do not contact us to make an election within 7 days of us notifying you of the significant change (or within a reasonable shorter timeframe where the change is notified nearer to your treks commencement), then you will be deemed to have elected to proceed with the trek.

### **During travel**

You acknowledge that the itinerary, modes of transport, any accommodation and/or the trek's inclusions may need to change during your trek due to local circumstances beyond our reasonable control, including but not limited to road conditions, poor weather, changes in transport schedules, cultural considerations and/or vehicle breakdowns. In these circumstances we will endeavour to make suitable alternative arrangements.

## **9. REFUNDS**

- (a) Notwithstanding any other provision of these Booking Conditions:
- (i) some third-party fees, such as credit card fees, are non-refundable at all times; and
  - (ii) where we have incurred cost in relation to you Booking that we cannot recover (e.g. forfeited air fares, accommodation etc.) we reserve the right to deduct such costs from any refund payable to you or credit we may grant you, and this clause 8(a) prevails to the extent of any inconsistency with any other provision of these Booking Conditions.
- (b) Where under these Booking Conditions we offer you a credit, such credit is not redeemable for cash and may only be applied to another booking with us.

## **10. HEALTH**

- (a) Our journeys are designed for persons who are generally in good health. You do not have to be 'ultra-fit', however a super-fit person who is unhappy at leaving the comforts of home behind will not cope as well as a moderately fit person who is prepared to encounter the desert on its own

terms. Some of our longer and more challenging expeditions may require medical certificates and we also require you to complete and forward a Self-Assessment form.

(b) We recommend that you consult with your local doctor when booking your travel.

(c) Ultimately it is up to you to determine if a Trekking Experience is suitable for you and your level of fitness and health. We make no representations or warranties in respect of this.

## **11. TRAVEL INSURANCE**

(a) Travel Insurance is compulsory for all bookings.

(b) Travel insurance is mandatory for all travellers and must be taken out at the time of booking.

(c) We strongly recommend taking out insurance prior to paying deposits. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation to your home destination. We also strongly recommend that your insurance covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

(d) You must provide your travel insurance policy number and the insurance company's 24-hour emergency contact number on paying the balance of your booking fee and otherwise promptly upon our request. You will not be able to join the Trekking Experience without these details and any failure to provide such shall be deemed a cancellation of your Trekking Package by you.

(e) If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details. Note that the insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

## **12. COMMUNICATION**

Upon confirmation of your booking we will maintain your details on our database to receive updates and newsletters. Your subscription can be cancelled at any stage at your request.

## **13. BACK TRACK**

You acknowledge and agree that certain components of the Trekking Package are provided by Back Track. Where such components are provided by Back Track, you agree that such components will be governed by its terms and conditions ("BackTrack Conditions") unless we otherwise agree. Where the component of the Trekking Package may be governed by either these Booking Conditions, or the Back Track Conditions, then the application of the conditions will be at OCC's discretion.

## **14. AUTHORITY ON THE TREKS**

Our treks are run by a Trek Leader. The decision of the Trek Leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by the Trek Leader or interfere with the well-being or mobility of the group, the Trek Leader may arrange for you to be removed from the trip. No refund (in whole or part) is payable if you are removed from the trip. You will be responsible for, and must reimburse us on demand, for any costs in removing you from a trip in these circumstances. We also may elect not to carry you on any future Trekking Experiences.

## **15. PRIVACY POLICY DURING THE TREKKING EXPERIENCE**

### **(a) Photography and Recording Preferences**

We understand that personal preferences regarding photography and recording vary among our trekkers. It's important to note that our treks often involve a shared experience where participants capture their moments through photographs and recordings. While we respect individual choices, we kindly advise that by joining the Trekking Experience, you acknowledge and understand that photography and filming are integral parts of the shared experience. Trekkers often capture the beauty and excitement of the journey, and it is likely that fellow trekkers may take photographs and record videos during the trip.

If you have concerns about being photographed or recorded, we recommend considering this aspect before joining the Trekking Experience. We strive to foster a positive and collaborative environment for all participants, and your understanding of the communal nature of the Trekking Experience photography is appreciated.

### **(b) Photography and Recording Consent**

During the Trekking Experience both we and our suppliers may capture photographs or recordings that include you and depict your activities. These images may be used for promotional and marketing purposes. By participating in the Trekking Experience, you provide your consent for the use of these images and recordings.

### **(c) Consent Acknowledgment**

It's important to note - you acknowledge and consent to the use of your image or likeness for promotional and marketing purposes. You understand that you will not be entitled to any payment or compensation for the use of these images and recordings.

### **(d) Privacy Guidelines**

We strive to capture and share the beauty of your Trekking Experience while respecting your personal space. Participants are welcome to take personal photographs for their memories.

### **(e) Cameleer Requests**

There may be instances where our cameleers request no photography. This could be due to specific circumstances, cultural considerations, or to ensure the safety and enjoyment of all participants.

### **(f) Filming and Photography on Treks**

Filming and photography may take place during the Trekking Experience, both in a professional capacity with external third-party professionals and with other participating trekkers. OCC will notify all trek participants if there is scheduled filming on the Trekking Experience. We value transparency and want you to be informed about any media activities during your experience. This is not a frequent occurrence but it is typically exciting having a film crew participate in the Trekking Experience.

### **(g) Medical Information provided by you**

OCC collects and stores the medical information you provide. This information is only shared if you require medical assistance during the Trekking Experience. Otherwise, it is not disclosed to any other third party. In the event of sharing with a medical provider, the recipients will be the team medic, and the doctors and nurses contracted with the Royal Flying Doctor Service or medical clinic in Birdsville.

### **(h) Your personal information and email address**

OCC strictly maintains the confidentiality of trekkers contact information and email addresses, refraining from sharing them with any third party without explicit consent. On occasion, film crews or professional photographers express interest in joining our treks. In such instances, we proactively inform participants, and only with their permission, the film or photography team may seek to communicate directly with each trekking participant to provide details about their project. It is important to note that this is a rare occurrence, emphasising our commitment to refraining from any form of spamming and our unwavering policy of not sharing personal contact information without consent.

## **16. LIABILITY**

(a) Subject to law (including without limitation, the Australian Consumer Law), neither us nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third-party providers over whom we have no direct control.

(b) We are not liable for changes we reasonably make to an itinerary or any other aspect of the management of your trip to ensure the safety of you and the team.

(c) We are not liable for weather conditions; loss of enjoyment; any aspect of goods or services you buy; medical problems or physical difficulties even if you have advised us in advance; your own carelessness or negligence in regard to your behaviour; insolvency of third-party travel providers (e.g. airlines) used for your itinerary.

(d) We will not be liable in any way for any contingent, consequential loss, direct, indirect, special or punitive damage arising whether due to our negligence or otherwise and you acknowledge this

limit of liability and agree to limit any claim accordingly. Consequential loss shall include (without limitation) any loss of use, data, profit, bonus, production, income, business, anticipated savings or reputation; increased project cost; loss of an economic or financial nature; and special, indirect, incidental or consequential loss, whether such loss arises directly or indirectly.

(e) Nothing in these Booking Conditions is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable. However we acknowledge and agree that your liability to us is limited to the minimum liability allowable by law.

(f) Nothing in these Booking Conditions limits any remedy available for a failure of the guarantees in sections 56 and 57 of the Australian Consumer Law.

## **17. ACCEPTANCE OF RISK**

(a) You accept that all travel has risks involved and that you participate in the Trekking Experience at your own risk.

(b) You acknowledge that the nature of some of our treks can be adventurous and may involve a significant amount of personal risk.

(c) You agree that you and any person you make a booking on behalf of, participate in the trek at your own risk and release, discharge, and indemnify us and our personnel from and against all liability, losses, costs, damages, expenses, payments, claims or actions arising from, any illness, injury, disease, loss or damage to property, discomfort and inconvenience or death resulting therefrom whether due to our (or the operator's) negligence or otherwise.

(d) We strongly recommend that you also read the notes on our website (including the Further Information section and any other Important Notes posted by us) relating to your trip prior to booking to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking.

(e) I understand that participating in the Trekking Experience carries with it certain dangers including the risk of physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), death and/or property damage and I accept (to the maximum extent permitted by law) all risks associated with my participation. I understand that participating in the Trekking Experience will involve walking cross-country in isolated and often remote areas, on rough, loose and slippery surfaces. The Trekking Experience will seldom be on marked tracks or trails, and there may be unmarked trip hazards, dangerous cliffs and dangerous wildlife on the trek. I am aware of the hazards involved. The hazards include, but are not limited to, remoteness from assistance or medical aid, weather conditions, condition or suitability of my clothing, footwear or equipment. I understand that the Trekking Experience involves assisting the Trek Leader and members of staff in working with camels. I am aware of the possible hazards involved when working with large animals and I understand that I must follow all safety and husbandry instructions from the Trek Leader and members of staff when working with, and walking in close proximity to, the camel string. In my judgment I have sufficient competence and experience to participate safely in the Trekking Experience.

(f) I acknowledge that I am responsible for my personal possessions and equipment during the Trekking Experience.

(g) I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event of accident, injury and/or illness as a result of my involvement in the Trekking Experience.

## **18. GOVERNING LAW**

(a) These Booking Conditions shall be interpreted in accordance with the laws of New South Wales, Australia.

(b) You consent and submit to the non-exclusive jurisdiction of the courts of New South Wales in all matters arising out of or in connection with these Booking Conditions.

## **19. YOUR RESPONSIBILITIES**

(a) You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the Booking.

(b) You have read our terms and conditions and if booking for third parties have conveyed these terms and conditions to them.

(c) You are responsible for checking the accuracy of all documents provided to you.

## **20. CLAIMS & COMPLAINTS**

If you have a complaint about your survey, please inform your Trek Leader at the time so that he/she can attempt to rectify the matter for you on the spot. If you believe that your complaint has not been resolved through these means, then any further complaint should be put in writing to us within 30 days of the end of the trek.

## **21. DISPUTE RESOLUTION**

(a) If a dispute arises out of or relates to the Booking Conditions, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

(b) A party to these Booking Conditions claiming a dispute ("Dispute") has arisen under these Booking Conditions, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute. On receipt of that notice ("Notice") by that other party, the parties to the Booking Conditions ("Parties") must within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.

(c) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Australian Disputes Centre or its nominee.

(d) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation.

(e) The mediation will be held in Sydney, New South Wales, Australia.

(f) All communications concerning negotiations made by the parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

(g) If 20 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

## **22. GENERAL**

(a) Assignment

We may transfer, assign or sub-license our obligations under the Booking Conditions and our rights and obligations without Your consent.

(b) Severability

If any provision of these Booking Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Booking Conditions and shall not affect the validity and enforceability of any remaining provisions.

(c) Notices

Any notice under these Booking Conditions must be in writing, and may be delivered, faxed or posted to a party at their address or facsimile number last notified by them to the other party. A party may change its address or number for notices by notifying the other party.

(d) Waiver

If we elect not to exercise any rights arising as a result of breach of these Booking Conditions, it will not constitute a waiver of any rights relating to any subsequent or other breach.

(e) No Merger

Termination of these Booking Conditions and/or dealings between you and us (including but not limited to cessation of a Trekking Experience) will not end those provisions of these Booking Conditions that are capable of surviving termination.

January 2024