

# RAW Marvels | Booking Terms & Conditions

## 1. Definitions

By 'We', 'Us' we are referring to RAW Marvels, our operation and third party contractors.  
By 'You', 'I', 'Your', 'guest', 'client', 'participant', 'party', 'Applicant' we are referring the person(s) who will be undertaking a tour with RAW Marvels.

## 2. General Terms

All members booking with RAW Marvels must read and understand these conditions alongside any other policies listed by us, prior to making a booking. By paying a deposit for your booking you are expressly accepting the conditions listed below and within our advertised policies including our COVID-19 policy.

If you are making a booking on behalf of another party, you do so only under the authority granted to you by these parties. You must ensure that any other party that you are acting on behalf of is provided with a copy of these and our other advertised policies, and must understand each condition detailed within. You should not proceed with a booking on behalf of another party until all parties accept and understand these conditions.

## 3. Pricing & Payments

All pricing quoted and listed is in Australian dollars and includes 10% GST where applicable.

We offer payment via the following methods:

- Bank Transfer directly to our nominated Australian Bank Account in AUD;
- Payment with Credit Card via an online invoice payable in AUD (2% transaction fee applies).
- Bank transfer via Wise in USD, GBP or EUR.

A non-refundable deposit is required at the time of booking.

Tour places will only be reserved for a maximum of 7 days from when a booking invoice is emailed for payment. We reserve the right to offer a place to the next position on our waitlist after the 7 days has lapsed without receiving a deposit payment. A booking is only confirmed once payment has been received by us via the nominated payment method.

The balance payment of 75% is payable 90 days prior to the commencement date of a tour. This date will be indicated on your booking confirmation/invoice.

For reservations made within 90 days of a tour commencing, full payment will be required prior to confirming your place on the tour.

## 4. Deposits & Cancellations

### Deposits

A non-refundable deposit of 25% of the total tour cost is required to confirm a place on a nominated tour. Deposits will only be refunded if a tour does not meet its minimum number requirement to proceed. RAW Marvels may elect to go ahead after consultation with booked guests in such an instance.

For group bookings an additional levy may apply in consultation with other group members where numbers are below the minimum numbers for which the tour was quoted against.

### Cancellations

You may cancel your booking at any time subject to the cancellation conditions below. All cancellations must be notified by emailing [tours@rawmarvels.com](mailto:tours@rawmarvels.com).

If you have not received a response about your cancellation within five business days, please confirm your cancellation with us via phone call on +61400723359. RAW Marvels will not bear any responsibility for electronic communication not received. The date an email is received by our email server references the date/time basis for the cancellation policy condition detailed below.

#### **CANCELLATIONS MORE THAN 60 DAYS PRIOR TO TOUR COMMENCEMENT DATE**

If you cancel more than 60 days prior to your tour commencement date, 25% of the total tour price is forfeited. Any remaining paid balance will be refunded.

#### **CANCELLATION 60 - 31 DAYS PRIOR TO TOUR COMMENCEMENT DATE**

If you cancel 60-31 days prior to your tour commencement date, 50% of the total tour price is forfeited. Any remaining paid balance will be refunded.

#### **CANCELLATION 30 DAYS OR LESS PRIOR TO TOUR COMMENCEMENT DATE**

If you cancel 30 days or less prior to your tour commencement date the cancellation fee will be 100% of your total tour reservation. No refund will be granted.

#### **CANCELLATIONS FOR TOURS UNDERWAY**

RAW Marvels do not provide part refunds for cancellations that are made by guests once a tour has commenced including in the event that a guest is requested to leave the tour under the points highlighted in "Our Rights" below.

Where a tour has to be abandoned due to unforeseen circumstances, we will to offer a pro-rata credit less any unrecoverable costs for the incomplete portion of the tour. This credit will be available to use up to 24 months from the date of tour abandonment We will not be liable for any third party costs or

losses incurred by guests due to a tour cancellation under these circumstances. This policy should be read in conjunction with the Force Majeure events below.

#### **CANCELLATIONS BY RAW MARVELS**

Although unlikely, cancellations by RAW Marvels are 100% refundable including the deposit payments of 25%. We will not be liable for any third party costs or losses incurred by guests due to a tour cancellation under these circumstances.

#### **FORCE MAJEURE EVENTS**

For the purpose of this clause a "Force Majeure Event" includes (but is not limited to) means any act, event or cause including earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority including, without limitation, as a result of epidemic and/or pandemic and/or disease, including COVID-19, (whether new or existing), which prevents a tour to commence, continue or be completed.

Under this clause, any tour interruption or cancellation under a Force Majeure event will result in a credit being generated, minus any unrecoverable costs, for the incomplete portion of the tour. This credit will be held available for 24 months from the date that the tour was cancelled. This credit is not redeemable for cash.

*We ask guests to sign a Cancellation Policy document at the time of booking to reinforce these points.*

## **5. Inclusions & Exclusions**

Please review the specific inclusions and exclusions detailed within each tour offer or quote as these may vary between the tours we offer.

The following are never included in the fee of any of our tours and are the responsibility of the guest/party making a booking with us: personal insurances including travel, interruption and cancellation insurance, baggage and personal effects insurance, health, medical and accident insurances, life insurances and equipment insurances.

## **6. Increase in Tour operating costs**

RAW Marvels reserves the right to increase the cost of an advertised tour should any operating cost increase significantly due to unforeseen circumstances that were not apparent at the time of costing a tour.

Should a tour increase by more than 10% from the original advertised or quoted price, you will have the option to cancel your booking for a full refund if this occurs, provided that we receive notice of this intention inline with our cancellation requirements, within 14 days of us making the notification via email of the price increase.

## 7. Losses

RAW Marvels will not be held responsible for any financial losses sustained, including transfers, accommodation and irrecoverable flight costs, should a tour fail to go ahead for any reason including the following :

1. Not reaching minimum guest numbers for a tour to proceed. Guests will be notified 28 days prior to a tour commencing if this is the case;
2. COVID restrictions implied by federal, state and local governments;
3. Guest illness, injury or other unforeseen circumstance resulting in their inability to attend a tour;
4. Tour cancellation due to Force Majeure;
5. Tour cancellation due to instructor illness, injury or transportation damage or failure.

We encourage all guests to purchase an appropriate level of travel insurance to cover them for such instances at the time of booking a tour.

## 8. Our rights

We reserve to make amendments to our advertised pricing at any time due to unforeseen increases in supplier costs. Where these costs result in an increase of greater than 10%

We reserve the right to replace or amend itinerary activities or locations due to events beyond our control.

RAW Marvels is not responsible for costs incurred for travel or accommodation prior to the agreed pick up point and time as detailed in the itinerary. We are also not responsible for costs beyond the tour conclusion.

As we operate in the outdoor environment, we cannot be held responsible for any activity, itinerary item or photographic shoot that does not eventuate as planned due to unfavourable and inclement weather conditions.

The stipulated arrival and departure timings of certain itinerary locations must be adhered to in order to meet other statutory requirements with operating a tour operation. We reserve the right to amend the tour itinerary and its timings at certain points of a tour to facilitate these statutory requirements and for the health and well-being of all tour members; patrons, employees and contractors.

RAW Marvels, our employees, directors, sub-contractors, suppliers or any other person acting on behalf of our business and the activities we conduct, will not be held responsible for any expense, loss, injury or damage to person or property prior to, during and post tour.

We reserve the right to remove any person/party from a tour if we deem that such person has shown to be any of the following; a risk to others, a risk to themselves, failing to follow the reasonable direction of our tour guides or other third party operator that we contract; or for actions resulting in the decline of enjoyment or positive experience for any other member on the tour. Our usual cancellation policy for tours underway will subsequently apply and no further damages for subsequent losses for the person/party removed from the tour will be payable.

## 9. Insurance

RAW Marvels requires participants of our tours to hold comprehensive travel insurance. Whilst we cannot recommend specific coverage please consider whether your policy provides cover for a range of cancellation costs, medical expenses and medical evacuation. We also strongly recommend that you obtain cover for your personal effects and photographic equipment cover due to loss, theft or accidental damage.

## 10. Privacy

Any personal information that you share with us is used for the sole purpose of running the tour under our duty of care to you. We may elect to contact you in the future with information about subsequent tours and activities. If you wish for us not to do so, please contact us via email to [tours@rawmarvels.com](mailto:tours@rawmarvels.com).

Please also consider our website Privacy Policy and all rights that you have under the Privacy Act 1988 (Australia).

## 11. Photo/Video Release of Rights

RAW Marvels reserves the right to take photos or video footage at any point during a tour to be used for the promotion of our business and its activities. By partaking in a tour offered by us, you expressly agree upon the use of photos or video footage collected on our tours without the signing of a media release form.

## 12. Physical Fitness & Medical Release

I am confident that I am physically and medically fit to partake in the prescribed activity, and am aware that my level of fitness will have an effect on the level of risk involved in undertaking the activity today.

I confirm that all of the questions asked of me in the medical and declaration form provided at the time of booking have been answered honestly and I have not withheld any information regarding these questions.

The Applicant acknowledges that he/she is responsible for obtaining all recommended and necessary immunisations.

The Applicant warrants that he/she is responsible for educating and informing him/herself and discussing with his/her health care provider diseases, illnesses, and other health concerns that may result from travelling and participating in the Tour.

Applicant further warrants that he/she has been examined by a qualified physician of his or her choice; that such physician was in possession of all pertinent facts concerning Applicant and the Tour; and that such physician has advised Applicant of the medical advisability of participation.

Applicant assumes all risk and responsibility for his/her medical needs while a participant in the Tour, and acknowledges that RAW Marvels is not responsible for the provision and quality of medical treatment or hospital care received while such a participant.

In the event of a medical emergency, however, Applicant authorises RAW Marvels to take action deemed in good faith to be necessary for his/her health and safety.

Applicant assumes full financial responsibility for, and releases RAW Marvels from any and all liabilities resulting from the good faith exercise of this authority.

Please read the physical requirements and level of fitness for each specific tour in conjunction with this policy.

### **13. Acknowledgement of Risk**

I am aware that landscape photography and all of its associated activities can be dangerous and I am willing to freely undertake this activity after consideration of the associated risks, which may include, but are not limited to; extreme weather conditions, exposure, trip hazards, unprotected edges, heights, uneven terrain, bodies of water and medical episodes related to physical exertion.

### **14. Release of Claims**

Applicant, individually, and on behalf of its heirs, successors, assigns and personal representatives, hereby indemnifies and releases fully and finally from any and all liability, claims, loss, suits, demands and damages, brought by the Applicant (or and including by any third party as a consequence of any act or omission of the Applicant) and covenants not to sue or cause to be sued in any judicial or administrative forum, or otherwise, RAW Marvels and its officers, agents, and employees with respect to any and all matters relating to or arising from Applicant's conduct (including acts and omissions) and participation in the Tour.

It is understood and agreed that RAW Marvels shall in no way be deemed responsible for the operation or management of any means of transportation, public or private, or facilities used by the Tour or any Tour participant, and the Applicant's participation on any tour or transportation or event or activity will be solely at their own risk.

Further, should the Applicant engage in any activities which involve a risk to person or property (including but not limited to bushwalking; watercraft tours; walking on uneven, soft or rocky terrain; walking near to unprotected edges; slip and trip hazards; water hazards, photography shoots, embarking/disembarking tour vehicles/vessels and any activity while intoxicated or under the influence of any substance), they do so at their own risk and agree RAW Marvels shall in no way be liable for the Applicant's actions, safety, loss and damage.

### **15. Governing Law**

These Terms and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Western Australia, Australia.

Any dispute arising out of your activities with us is subject to the laws, and to be resolved by the courts of Western Australia, Australia.

## 16. Severance

In the event that any provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the validity or unenforceability shall not affect the validity or enforceability of the provision to the other persons or circumstances, and the provisions shall remain in full force and effect.

## 17. Questions

If you have any questions relating to the conditions within this document or any other policy, please contact us directly at [tours@rawmarvels.com](mailto:tours@rawmarvels.com) or by calling +61400723359.

## 18. Agreement

Please sign that you have read, understood and consented to this Cancellation Policy. By signing, you understand that you are holding a position on the tour and you will be charged a cancellation fee inline with the related days prior to a booking commencing if a booking is cancelled without providing the notice detailed above.

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Date

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Customer Signature

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Print Name