

## Terms and Conditions

Please read our Terms and Conditions carefully as they are an essential part of our contract between you as a customer and HOT Tours as a tour operator. By booking a tour with us you accept our Terms and Conditions.

**Bookings.** Full day and half day tours can be booked directly via our secure online booking system on the HOT Tours website or through various booking agents in Kununurra. Full payment prior to departure is required at the time of booking. Charter rates apply to most of the advertised tours and are applied at the time of booking by selecting '6' people in a single booking. For any queries or special requests send email to: [info@hottours.com.au](mailto:info@hottours.com.au) or phone **0407 725 259**.

**Cancellations.** Cancellations within 24 hours of tour departure and failure to board on tour date will incur 100% non-refundable cancellation fee. Cancellations greater than 24 hours from the departure time will receive a full refund. Transfers to another tour date can be arranged by contacting HOT Tours by email or phone.

**COVID Policy.** In accordance with HOT Tours' duty to provide and maintain a workplace that is free of known hazards, we are adopting this policy to safeguard the health of our customers and visitors, our employees and the community at large from infectious diseases, such as COVID-19 or influenza, that may be reduced by vaccinations.

- All employees will remain fully vaccinated against Covid-19 as per ATAGI/WA Government vaccination recommendations.
- All customers are required to adhere to the latest WA state and local advice regarding mask wearing.
- This policy will be updated to remain in line with Tourism Council of WA recommendations.

**Pick-up / Drop-off/ Transfers.** HOT Tours offers a pick-up/drop-off service from any accommodation in Kununurra which should be nominated at time of booking.

**Itinerary Conditions.** A 2 passenger minimum is required for all tours. HOT Tours reserves the right to cancel or re-schedule a tour if minimum (2) passenger numbers are not met. A full refund will be administered if a tour is cancelled under these circumstances. NOTE: A single passenger may choose to pay for 2 people to ensure the tour runs. If another passenger subsequently books on the same tour, the initial passenger will receive a refund for one (1) booking. HOT Tours reserves the right to change itineraries prior to or during a tour in the event of unforeseen weather extremes, road closures, approaching cyclone, etc.

- If a tour is cancelled by HOT Tours prior to departure a full refund will be granted.
- If an operating tour needs to be terminated due to an unforeseen event (e.g. such as flash flooding of a river) a proportional refund will be granted.

**Personal Liability.** Although every care is taken by the operator, HOT Tours accepts no liability for any death, injury, illness, loss, damage, delay (including mechanical breakdown) due to factors that are beyond the operator's control. HOT Tours provides primarily a sightseeing experience and so their public liability insurance does not cover personal injury related to participation in any adventure activity. Liability for third-party activities, e.g. Lake Argyle boat cruise, will be covered under the policies, terms and conditions of the specific third-party operator. Whilst all reasonable care is taken in promoting the respective operators, HOT Tours cannot accept responsibility for outside operators' conduct, or the conduct of, or any resulting consequences of their respective employees.

**Travel Insurance.** Travel insurance is NOT included in the tour price. HOT Tours strongly recommends that customers arrange their own comprehensive travel insurance to cover against illness, injury, loss/damage to personal belongings and tour cancellation.

**Tour Activities.** HOT Tours primarily provides a 4-wheel drive (4WD) sightseeing experience, however, 'Activities' may include but are not limited to:

- travel in a 4WD vehicle on very rough tracks and along corrugated gravel roads;
- driving through water courses;
- short walks on formed tracks;
- short walks on uneven bush trails;
- walking through water and over rocks;
- swimming in waterholes with waterfalls; and
- exposure to heat and sun when outside the vehicle.

In the interests of safety, guests are required to follow all instructions provided by the HOT Tours guide whilst on tour.

**Risks.** Whilst the risk of incidents on tour are minimal, it is important to be aware that some Activities may involve risks including, but not limited to: accidents which occur during travel on bitumen and gravel roads; slips and falls while getting into or out of the vehicle; loss of balance or trips on walking trails and around waterholes; delays or discomfort related to changing and inclement weather conditions including extreme heat, flooding, storms and lightning; encounters with animals including: wallabies, snakes, crocodiles and cattle. HOT Tours

**Facilities.** Due to the remoteness of the region and nature of the tours, there are limited access to bathroom facilities, shops, phone signal and medical care whilst on tour. Toilet facilities are utilised where possible, and all the necessary products are provided on tour if required at other times. Disposal of waste is arranged in an environmentally friendly manner.

**Vehicle Safety.** The HOT Tours vehicle meets accreditation standards and is fitted with all required safety equipment and seat belts. It is the customers' responsibility to secure their seatbelts when the vehicle is in motion. It is a legal requirement for all passengers to have their seat belts fastened any time they are in the tour vehicle.

**Personal Protection.** Most tours involve short walks and some involve walking through water and swimming so it is important to bring the right clothing and footwear. Covered shoes or sandals are often recommended, as are hats, sunglasses and clothing for sun protection. Please read the "What to bring" section on the tour booked.

**Medical Fitness.** Given the remoteness of the tours, it is important that you are:

- in a medically and physically fit condition and are able to undertake and participate in the activities mentioned above;
- not under the influence of alcohol and/or illicit drugs;
- are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for me to take part in the activities mentioned above; and
- able to climb in and out of a Toyota Landcruiser 79series Troop Carrier, (with assistance if needed).

**Emergencies.** In case of a medical emergency on tour, it is expected that you consent to receive first aid/medical treatment and evacuation as required and that this will be at your expense. You are expected to provide details of an emergency contact person who will be informed as needed.

**Child Policy.** Children under the age of eighteen (18) years old are to be accompanied by a parent or guardian who are responsible for their children and should not leave them unattended. Children are welcome but we only have one anchor point for a child seat. Please contact HOT Tours at the time of booking to check availability. Customers must supply and fit the appropriate child seat at the time of pick up.

**Concessions.** Due to the small scale of our operation and limited seats we are unable to offer concession rates or reduced fares for seniors, students or children. Families or groups booking together may receive a discount by selecting '6 passengers' to activate the Charter Rate. Please contact us by phone or email for prices.

**Food.** Light refreshments including tea and coffee for morning and/or afternoon tea will be provided along with chilled water and cups. Allergies or special dietary requirements should be specified at time of booking. Customers on full day tours are asked to bring their own lunch or money to purchase food along the way. An esky is available for cool storage of food or additional drinks.

**Smoking and Alcohol.** Australian Government regulations prohibit smoking and the drinking of alcohol inside all tourist vehicles in Australia (smoking and drinking should be limited to designated stops). Chilling BYO alcohol is the customer's own responsibility. Antisocial or abusive behaviour towards other customers or towards the tour guide will not be tolerated and may lead to the immediate termination of the tour.

**Luggage.** There is no capacity to take any luggage larger than day packs on tour. Larger items should be left at your accommodation if possible. Call HOT Tours direct to make other arrangements.

**Digital Media.** HOT Tours customers agree that any digital media taken on tour, including photography & video, might be used for advertising on their website, social media, online agent tour listings or print media. Media will be used for this purpose only, not for any other commercial use. Please inform your guide if you have any concerns.

**Website Information.** Information contained throughout the HOT Tours web pages and promotional material is believed to be accurate and reliable at the time of publishing. There may be misprints, human errors, and omissions. We reserve the right to make changes and corrections in prices, products, and specifications without notice. Links to other sites on the HOT Tours website should not be construed as an endorsement or recommendation by HOT Tours of any information, goods or services on that other site. HOT Tours makes no representation or warranty as to the accuracy, currency or any other aspect of the information on those linked sites.

## Waiver

### Confirmation and signature.

I release and indemnify HOT Tours to the full extent permitted by law from all claims, demands, damages, rights of action or causes of action, present or future, which HOT Tours or their agents may become liable for arising from any loss, damage, death or injury sustained and caused or contributed to by my participation in the Activities.

I hereby certify that I am a competent adult assuming these risks of my own free will being under no compulsion or duress and having had opportunity to take independent legal advice. I confirm that it will be binding upon my heirs, next of kin, executors, administrators and successors.

**TOUR:** \_\_\_\_\_ **Date:** \_\_\_ / \_\_\_ / \_\_\_\_ **Guide:** Ian Douglas Harvey **Phone:** 0407 725259

*Use one form for partners or family groups only*

Name/s: \_\_\_\_\_ Sign: \_\_\_\_\_

Name/s: \_\_\_\_\_ Sign: \_\_\_\_\_

Name/s: \_\_\_\_\_ Sign: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ Phone: \_\_\_\_\_