

## **BOOKING CONDITIONS**

Upon booking a Tour with Faulkner Photography you signify your agreement to these Booking Terms & Conditions.

**'Tour'** means any event, tour, excursion, or other such activity that may be offered from time to time by Faulkner Photography

*Please note:* you must be 18 years of age or older or you must have a parent or guardian agree to these Booking Conditions and to attend any Tour.

We are not a travel agent and do not provide travel and booking services. It is up to the individual booking our Tours to arrange their own travel to and from the Tour and any special food or dietary requirements.

### **RESERVATIONS AND DEPOSIT**

Spaces on our hosted Tours are limited and subject to availability. Please note that while we will endeavour to accommodate all requests to participate in our Tours, places are reserved on a first-come first-served basis and are secured with non-refundable deposit.

A non-refundable deposit ('Booking Fee') of \$1,000 is required to secure your booking with Faulkner Photography. The full balance of payment must be paid at least 90 days prior to the departure date. If full payment is not received within 90 days of departure, Faulkner Photography reserves the right to cancel your booking and will retain the Booking Fee. Please see our Cancellation policy for more details.

For all bookings made less than 90 days from the departure date, full payment is due upon booking for confirmation. No booking or reservation for any tour is finalized unless full payment is received and confirmed.

We keep a waitlist for interested guests to join a Tour that has been oversubscribed. In the event of any cancellations, guests on the waitlist (in order of request being received) will be notified of the opportunity to join the Tour.

It is important to also note that there may be changes or alterations from time to time to Tours or bookings that are out of our control due to third party supplier issues. However we will at all times endeavour to inform you in advance, as soon as we are made aware. If it is a material change, we will at all times try to ensure you have a suitable alternative available.

*Special requests:* Whilst we do our best to try to meet all special and additional requests, we cannot guarantee nor do we warrant that any special requests relating to food, bookings, seating, accommodation and any other requests you may make will be available. Please let us know and we will try to accommodate you.

### **CANCELLATION**

Written notice of cancellation must be received by Faulkner Photography at least 90 days prior to the commencement of the Tour. For any cancellation notified up to 90

days prior to the commencement of the Tour, you will receive a refund less the Booking Fee.

If cancellation is received less than 90 days of commencement of the Tour, there will be no reimbursement for any payment made, due to third party supplier accommodation and or vendor bookings.

In some instances, you may be eligible to transfer the balance of your payment (less the Booking Fee) to another future Tour date, however, only if Faulkner Photography has been able to secure another booking to fill your position on the current booked Tour.

For any final payments not received within the time advised by us (90 days prior to Tour commencement), your booking may be cancelled and we will retain the Booking Fee. You will not be entitled to any refund of any payments made.

For any cancellations of the Tour due to circumstances outside the control of Faulkner Photography, you will receive a full refund less the Booking Fee. You may also transfer the payment amount to a future Tour date. We at no time offer any refunds, or partial refunds if you arrive late to join a Tour or leave a Tour early.

### **CHANGES, REFUNDS AND ALTERATIONS**

From time to time, Tours may be altered or cancelled for reasons out of our control including but not limited to political events, riots, weather conditions, and other unforeseeable events (together 'Force Majeure').

Faulkner Photography will endeavor to carry out all Tours as described in the itinerary, however we reserve the right to change details of the Tour at any time, without prior notice, due to weather, or any other environmental situation in our sole discretion.

We also reserve the right to cancel, change or substitute any Tour at any time due to lack of minimum required participant numbers, external or third party supplier issues that may arise. If you do not want to accept the alternative Tour for any reason, we will offer you a full refund in accordance with Australian Consumer Law requirements.

### **HEALTH AND MEDICAL ISSUES**

You are fully responsible for ensuring you have made all enquiries for all Tours to ensure you are not at risk for any medical or health related issues. This includes but is not limited to all food risks, fitness requirements and travel issues you may have or which may pose potential risk.

Faulkner Photography will always strive to provide a safe and enjoyable Tour for all guests. However, there are inherent risks associated with travel and outdoor photography. Faulkner Photography accepts no responsibility or liability for accident, injury, death, illness, losses or additional expenses. You are participating in this Tour at your own risk and are responsible for all loss and damage to yourself and or your property while attending this Tour. You must notify Faulkner Photography of any medical conditions that may prevent you from joining any activities while on Tour.

It is your responsibility to ensure your level of fitness is adequate for this Tour. Faulkner Photography reserves the right to decline, or retain any guest should we feel you may be unsuited to the level of activity required.

You need to make your own enquiries and consult your medical professional prior to any travel or Tour.

## TRAVEL INSURANCE

We recommend that you have appropriate travel insurance, including medical insurance to cover the risks associated with any travel, cancellation, medical or health issues.

Travel Insurance is compulsory for all Tour guests and should be obtained at the time of booking. Faulkner Photography recommends your travel insurance include coverage for: the damage or loss of equipment/luggage/personal belongings, accident, injury or death, emergency medical evacuation, medical expenses, flight cancellations and similar. It is important that your travel insurance cover you and includes any medical or other personal reasons you may have to cancel your booking prior to commencement of the Tour. Please ensure you have adequate and appropriate coverage.

Faulkner Photography cannot accept liability for insurance costs, loss of deposits, airline cancellations or delays, or any other expenses incurred by guests on Tour.

## LIMITATION OF LIABILITY AND DISCLAIMERS

To enable us to offer you these Tours, we contract and work with and through a network of third party businesses and individuals to assist in the running of the Tours. For this reason, we are not responsible for any of their acts or omissions.

It is an essential pre-condition to you engaging our services and booking or taking any Tour (together 'Services') that you agree and accept that Faulkner Photography is not legally responsible for any direct, indirect or consequential loss, injury or damage you may suffer related to your decision to or actual use our Services including but not limited to any force majeure events, theft, transportation cancellation, inclement weather, or other issues beyond our control. Your use of, or reliance on, any information or materials on our website and our Services is entirely at your own risk, for which we shall not be liable.

### Liability

To the fullest extent permitted by law, we exclude all express or implied representations, conditions, guarantees, warranties and terms relating to the Services and this agreement, except those set out in this agreement, including but not limited to:

- (a) implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in the Terms;
- (b) our Services being unavailable; and
- (c) any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, or otherwise, suffered by you or claims made against you, arising out of or in connection with your use of the Services, the inability to access or use the Services, and the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.

To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.

Legislation may confer certain rights, warranties and guarantees and remedies relating to the provision of the Services which cannot be excluded, restricted or modified, including but not limited to the Australian Consumer Law ('ACL'). At no time are these statutory rights sought to be excluded.

We cannot guarantee the availability of any Tour at any time. In the event of any changes to any times, dates or venues, we will use all reasonable endeavours to notify you and where applicable, work with you to arrange suitable alternative options.

## YOUR PRIVACY

At Faulkner Photography, we are committed to protecting your privacy. We use the information we collect about you to maximise the Services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our clients, is protected by our secure servers.

From time to time we may take group photos or photos of individuals while on our tours for the purposes of advertising and promotional purposes and to include on our website or social media pages. If you do not wish to have your image posted, please notify us in writing.

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I \_\_\_\_\_ of \_\_\_\_\_ (print name and address) acknowledge that I have read these Booking Terms and Conditions and fully understand the terms for my travel booking. I agree to these Booking Terms and Conditions by signing below:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_