



## RIVER TRIBE ADVENTURES STANDARD TERMS & CONDITIONS.

### PAYMENT FOR A TOUR OR SERVICE

Full payment for a tour or service is due at least 7 days prior to the tour. A deposit or payment in full can be made when booking.

### DEPOSIT OPTIONS

Full payment or a 50% deposit is payable when booking.

If a deposit is paid the remaining amount is due 7 days before the tour.

### VISA & MASTER CARD PAYMENTS

Funds may be paid by VISA or MASTER card. Guests shall be notified at the time of payment should any card fees are payable. To make a payment by card guests are to provide:

- Card number
- Expiry date
- Name on the card

Third party sellers may require alternative information.

### EFT PAYMENT DETAILS

Payments can be paid to the nominated account. When making the payment: guests are to provide the Surname (for an individual) or for a business please note the business name.

Please make payments to:

Account Holder Name: Keith Biglin

Bank: NAB

Branch: Wangaratta

BSB Number: 083 945

Account Number: 73 254 7909

After an EFT transaction the payee shall email River Tribe Adventures: [info@rivertribeadventures.com](mailto:info@rivertribeadventures.com)

Include the following information when making a payment and booking.

- *Name, mobile phone number and email address*
- *The amount, date & state full or deposit*

Without this information the booking cannot proceed.

Once payment has been received and email has been sent: River Tribe Adventures will email the paying guest to confirm receipt of monies and confirm the dates, times and other information pertaining to the tour.

### OTHER CONDITIONS

All tours, picnics, tour details and prices are subject to change at any time without notice.

River Tribe Adventures reserve the right to alter, amend or cancel any tour should any situation demand.

River Tribe Adventures finalise all tour and or picnic arrangements upon the express condition that they will not be liable for injury, loss, accident, delay, cancellation, or irregularity which may be occasioned either by reason of weather or any defect in vehicle or equipment or through the acts, notifications or defaults of any company, third parties, land managers/owners or persons engaged in conveying passengers, or in carrying out the arrangements, the facilitation of the tours (including land managers and/or owners).

By booking a tour a customer agrees to conditions that may affect their legal rights.

All guests underwrite that they are fit, healthy, responsible and capable to undertake such an activity.

Any requests to vary a tour itinerary must be made in writing at least 7 days prior to the commencement of the tour. If the variations impact on the cost of the tour, a revised price will be provided.

All tours, bookings and or dealings with River Tribe Adventures are subject to these "Terms and Conditions" and any other legal documentation, waiver, hire agreement and or legal waiver as published.

All guests implicitly agree to these conditions and forfeit any rights to claim against River Tribe Adventures and/or its owners.



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### BOOKING & CANCELLATION POLICY

Once a tour/service has commenced, or within 48 hours of a tour/service there is no refund available for any portion due to any circumstances except where noted herewith.

In the event of a cancellation, River Tribe Adventures must be notified in writing (email/letter). If a cancellation is made prior to tour departure date and outside of the 48 hour period, the following refunds will apply:

- More than 14 days – full refund (except where accommodation is part of the tour and no refund shall be provided)
- Within 7 days – Full refund minus the deposit (except where accommodation or third party provider is supplying a service as part of a tour/service and no refund is provided)
- Within 48 hours – no refund is applicable. River Tribe has incurred fees, possibly a loss of business having turned away other guests.

Some circumstances may require a cancellation or re-schedule of a tour within 48 hours of a tour/service taking place and No refund shall be made.

Some circumstances may allow a guest to re-book for another time:

- Except where accommodation, third party services and/or costs are incurred by River Tribe.

Some rare circumstances may arise from extreme, dangerous or the un-usual and/or if a tour is going to be severely affected by environmental conditions and/or is deemed a risk by River Tribe Adventures which may cause such a cancellation or re-schedule. River Tribe Adventures may, and from time to time, issue a part or full refund and based on circumstances and costs incurred by River Tribe Adventures. (Example: A severe rain event within 1 hour of a kayak adventure may receive a full refund or the option to re-schedule; except where food is being provided and a refund minus food and other incurred costs are provided. River Tribe Adventures has the final decision as the cost barer of providing services.

Where any third party service have been utilised (typically food, accommodation, labour hire and/or transportation service providers) no refund or cancellation shall be made. Under such circumstances a cancellation and/or refund of the deposit and any amount shall not be possible.

Gift Certificates are not refundable under any circumstance. If a booking is made: and then cancelled the tour may be re-scheduled for another time providing it was cancelled outside of the 48 hour period. If cancelled within a 48 hour period any costs will be deducted from the value paid and a voucher of the remaining value issued as a value only certificate. (Example: a standard cancellation fee of \$45 applies plus any other costs incurred such as food, fuel, labour and loss of business through turn away bookings).

A cancellation of any service and within a 48 hour period of the tour will incur an administration fee of \$45.

### INSURANCE

We strongly recommend all guests arrange travel insurance prior to departure, particularly to guard against loss of fares paid caused by any eventuality necessitating the cancellation of a trip and or injury.

### PRICES AND PAYMENT

All tour prices are quoted in Australian \$. The Total and whole sum of the service/tour/invoice is due, under no circumstances can a part payment be made due to drop cancellations guests, or guests not showing up on the day.

River Tribe Adventures is not GST registered and does not charge GST.

### ADDITIONAL EXPENSES

The following items are not included in River Tribe Adventures prices:

- Transfers to and from Australia and or north-east Victoria or the tour location;
- Meals: outside those provided by River Tribe Adventures as listed in your tour booking confirmation;
- Accommodation, unless stipulated in the tour itinerary;



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- Items purchased on the tour, laundry expenses, medical expenses;
- Emergency evacuation or search charges;
- Legal, indemnity or insurance costs
- Any other expense.

### ADDITIONAL CHARGES

From time to time guests may be charged additional fees. The fees are payable subject to the following:

- Hire or service equipment breakages.
- Additional service/tour whilst on tour.
- Additional service/tour.

All fees and charges for tours are displayed on the website: [www.rivertribeadventures.com.au](http://www.rivertribeadventures.com.au)

All fees and charges for hire/service equipment breakages are displayed with the equipment and the point of departure and return.

Any breakage shall be paid in full by the guest. Example: A kayak paddle is broken or lost during use. The Guest shall pay the amount displayed on the fees sheet held at the departure/return point. There are no exceptions or replacements available.

### PRIVACY POLICY

River Tribe Adventures is committed to ensuring that guest's privacy is protected. Any information that a guest provides will be treated as confidential and not sold or distributed to third parties. From time to time guests may receive promotional materials. Guests can be removed from River Tribe Adventures guest list at any time by making a request via email. From time to time photos taken by River Tribe Adventures may be used for marketing purposes. From time to time River Tribe Adventures utilises third party providers such as SecurePay, BookEasy and other(s). Third Party providers are subject to the privacy act 1988.

### DISCOUNTS AND SPECIALS

River Tribe Adventures may from time to time offer special offers and discounts. Any discount/special offer shall attract a booking fee \$per transaction and as charged by any provider or service provider. Discounts and specials may be subject to alternative

terms and conditions and these shall be disclosed at the time.

### SECURITY

Security measures in place to protect customer communications: per above "Privacy Policy" and per the Privacy Act 1988.

Details and payments security (example, SSL certificates and SecurePay): are guaranteed by third party providers: NAB and SecurePay and BookEasy and other providers systems and policies.

### INSURANCES, LIABILITY, RISK AND WAIVERS

All guests (paying or otherwise) that participate or are a bystander or person viewing or observing a service/tour are subject to River Tribe Adventures agree to the following:

- River Tribe Adventures Standard Terms and Conditions.
- River tribe adventures: services, tours, equipment, risk agreement conditions & legal waiver and release of liability Agreement.
- River Tribe Adventures Waiver and release of liability Agreement.
- Agree to be in photos and these may be used for marketing and other purposes relating to business.

### DAMAGE AND COSTS

From time to time a guest may cause damage to River Tribe Adventures or others assets. Under these circumstances guests may be charged and or in the event of deliberate breakage and or theft may be subject to legal and lawful proceedings.

Where an asset is broken and either accidentally or on purpose the following fees apply:

- \$45 administration;
- Cost of part and or service to repair;
- Per the costs schedule and as displayed on River Tribe Adventures web page: <https://www.rivertribeadventures.com.au/terms---conditions.html>



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### **CONTACT**

Any questions relating to the Standard Terms & Conditions; contact River Tribe Adventures on 0457 902 966 or [info@rivertribeadventures.com](mailto:info@rivertribeadventures.com)