



FORAGE SAFARIS - BOOKING TERMS & CONDITIONS

BOOKING

1. All bookings and tours sold by Forage Safaris have been accepted by the customer (as listed in the Booking Form), and are subject to these terms and conditions;
2. All reservations are confirmed on the condition that full payment is received no later than 7 days in advance of tour departure date. This includes a non-refundable 30% booking fee on the total tour cost, except in the case of illness. Cancellations must be given in writing and if a confirmed booking is cancelled then cancellation fees may be applicable. In the event of illness (including COVID-19), your tour can be rescheduled at no extra cost or refunded if requested. A doctor's letter or proof of Covid-19 positive test may be required to receive a full refund.
3. With effect from 31 January 2022 it is a **requirement to provide proof of your vaccinations** for all patrons visiting hospitality venues including food and licensed venues, entertainment venues and in-door events. Some farmers and producers that we may visit may also request this. Masks are also required to be worn at all public indoor settings and inside a vehicle (unless travelling alone or with members of the same household). If you have any queries with relation to these regulations, please see the website or contact Forage Safaris no later than 24 hours prior to your tour departure. Any patrons that are unable to provide a certificate or wear a mask may be unable to go on tour and/or be unable to enter certain premises.
<https://www.wa.gov.au/government/covid-19-coronavirus/covid-19-coronavirus-what-you-can-and-cant-do#proofofvax>
4. Changes to the booking may be accepted subject to additional costs.

INSURANCE

Comprehensive Medical and Travel insurance, including cancellation and curtailment cover **must** be taken out at the time of confirming the booking. Any items brought on tour are the responsibility of the Participant and no claim can be made to the Operator for loss or damage of personal belongings.

RESPONSIBILITY

1. All arrangements for transport, accommodation and other services are made by the Company as agents only. Neither the Company nor its associates shall be liable for any loss, damage, accident, delay or irregularity however, caused arising from these arrangements, including the non-availability of scheduled or charter flights or any other transport, cancellation by the farmer/producer, cancellation due to an act of God (including weather, flood, fire) directly or indirectly or otherwise in connection with the tour unless due to the proven negligence of the Company.
2. Should the Western Australian Government or local district Shires close roads for any reason including bush fire, Forage Safaris is not responsible for these decisions made which are out of their control.
2. Any air or surface journeys will be subject to the conditions applied by the carriers for the journeys in question.
3. All information supplied by the Company is given in good faith and is accurate to the best of the Company's knowledge at the time.
4. Should your arrangements have to be cancelled or amended due to circumstances beyond your control, Forage Safaris will ensure to the best of their ability to accommodate your requirements and rebook at a suitable travel date to you.

UNSCHEDULED EXTENSIONS

In the unlikely event of there being an unscheduled extension to the tour caused by flight delays, bad weather, flight cancellations, road closures or any other cause which is beyond the control of the Company, it is understood that the expense relating to these unscheduled extensions (hotel, accommodation etc.) will be carried by the passenger. Forage Safaris will endeavour to assist with any arrangements and rescheduling to ensure the health and safety of their customers. **Travel insurance is required.**

In consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:-



-2-

1. Being of lawful age and in consideration of being permitted to participate in the activity described, the participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. **Details of Activity** – full day tour of farms, and producers around the south west including driving on main roads, driving on unsealed roads, driving on farm roads, driving through national parks; walking through bush, farmlands and national parks; picnic lunch provided; wine tasting; food tasting; using public facilities; driving in farmer's vehicles. Encounters with both farm and wildlife could be expected. Participants are aware that all activities are undertaken at their own risk.
3. **Note:** No liquid other than water is allowed to be consumed in the vehicle. Should any other liquid or fluids be spilt, the client agrees to pay a minimum \$150 cleaning fee.
4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.
5. **Fitness to Participate:**- the Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant(s) from participating in the tour. If required, the Participant(s) will obtain a medical examination and clearance.
6. **Covid-19** if the participant is unable to provide sufficient proof of vaccination or wear a mask in public and does not advise Forage Safaris of their situation up to 24 hours prior to their tour departure, may not be able to join the tour. In the unlikely event of this happening the participant can rebook their tour to travel once they have the proof of vaccination certificate. Participants who do not advise Forage Safaris within the required 24+ hours prior to departure are not liable to claim a refund.
7. The Participant(s) hereby acknowledge and agrees that the Participant(s) has carefully read this Agreement, that the Participant fully understands the same, and that the Participant(s) is freely and voluntarily executing the same.
8. The Participant(s) understands that by signing this Agreement, the Participant(s) agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the activity provided.
9. This Agreement will be governed by and construed in accordance with and governed by the laws of the State of Western Australia.
10. Each Participant will be required to complete Participant Consent form on the day of the tour. If any Participant does not, or refuses to complete the Consent Form, or does not meet the requirements of the Tour, the tour maybe cancelled at the Operators discretion. The tour fee may not be refundable in this instance.

Thank you for booking your tour with Forage Safaris, and we look forward to having you on tour!