

# Refund, Cancellation, Complaints, Terms and Conditions Policy

## Booking, Cancellation and Refund Policy

1. Bookings can be made by contacting Westralian Images via the website, the Westralian Images' Facebook page or by using the email address – [karl@westralianimages.com](mailto:karl@westralianimages.com)
2. Prices are per vehicle unless otherwise indicated.  
**Note:**
  1. A vehicle is two adults plus children under 18 years of age.
  2. Extra adults are \$110 per person.
  3. An adult is any person over 18 years of age.
  4. In some cases an additional fee for camping may apply, this will be notated in the trip information sheet.
3. A participant's 'personal particular form' will be sent to you and must be returned completed at time of final payment.
4. The trip information sheets provide the details for the trip and if further information is required you are to contact Westralian Images at least 48 hours prior to departure.
5. Information provided in the trip information sheets is general and any extra information or requirements, such as weather conditions, hazards, changes of itinerary etc will be provided to participants at least 48 hours prior to the commencement of the trip.
6. No bookings will be taken less than two days from the commencement of the trip.
7. Payments are to be made to Westralian Images by way of direct bank transfer quoting your surname in the required field. Westralian Images will provide banking details at time of booking and a receipt on receipt of payment.
8. Full payment is required seven (7) days prior to the commencement of the trip or at time of booking if booking less than 2 days before commencement of the trip to confirm attendance.
9. In case of a cancellation of a trip for any reason by Westralian Images, a full refund will be made or an alternative trip or date will be offered.
10. Should it be necessary for you to cancel your booking you must notify Westralian Images immediately:
  - a. In writing via the email address provided above; and

- b. By telephone on 0418 613 246.
11. The notification will take effect the day it is received by Westralian Images.
  12. Monies will be refunded less incurred costs as set out below:
    - a. 14 days before departure – full refund;
    - b. 14 – 7 days before departure – 50% of the amount will be forfeited\*;
    - c. Under seven days – no refund\*

**Note\*:** At Westralian Images discretion, if your place can be easily filled by another full-paying client prior to the trip departure date, Westralian Images will reserve the right at its discretion to refund your money. It is recommend you take out travel insurance to cover you in case of cancelation.

### **Terms and Conditions**

1. Westralian Images will use its best endeavours and make every effort to operate all tours as advertised and will offer alternative itinerary should the weather or other conditions require that the planned trip be altered.
2. Participants understand that some of the trips offered operate in remote areas. Westralian Images reserves the right to amend, vary, re-route or cancel an itinerary where, in Westralian Images best judgement, road, climatic, or other circumstances deem it to be necessary.
3. Trips offered are either 4WD or 2WD. 4WD means off road driving on gravel / sand or surfaces other than bitumen and will require the use of either high or low range gearing depending on conditions and terrain as required. Not all 4WD trips will be suitable for 'off-road' caravans due to the conditions and this will be notated in the trip sheets. 2WD means driving on bitumen or well graded gravel roads and will be suited to all vehicles and caravans.
4. While all care is taken by Westralian Images, we may from time to time have to change or modify pre disclosed meeting points or start / finish times for operational, safety or any other circumstance in which Westralian Images sees fit. Westralian Images will contact you at its earliest convenience with any changes.
5. Participants understand that the WA bush can be an equally beautiful and dangerous place. On the 4WD vehicle only trips, there is the increased possibility of the chance for damage to your vehicle. You should expect bush pin striping from overgrowth and other

associated breakages that come with traveling in this type of country and enjoying this lifestyle we engage in.

6. Participants understand that due to unforeseen circumstances such as weather, track conditions and /or closures and any other circumstance that may possibly arise during the course of a remote tag-a-long trip, that the possibility of extra time to complete the trip must be allowed for. Please allow at least a minimum of 24 hours extra time in case any delays happens during the trip.

7. Each trip has a minimum of 1 vehicle / participant and maximum number of 10 vehicles / participants. Participants are advised that the maximum numbers may be increased and this will be at the discretion of Westralian Images.

8. Westralian Images welcomes children\* on all trips as we believe that everyone of any age should be exposed to travel, history, nature and photography. However, parents / legal guardians are responsible for their child's behaviour and are to ensure that it does not affect other participant's enjoyment on the trip. **Note\***: A child is any person under 18 years of age.

9. Unfortunately, no pets of any kind are permitted on our trips with the exception of assistance dogs.

10. Participants acknowledge that all of these trips require that they are to be fully self-sufficient and provide all of their own food, water, camping equipment etc.

11. Participants agree to observe the safety advice and other instructions of the authorised trip leader for the duration of the trip.

12. Participants understand and accept that Westralian Images are not in any way liable for the acts, omissions whether negligent or otherwise, of the other participants on the trip.

13. Participants acknowledge that while every care and precaution is taken, they understand that Westralian Images is not liable for the sickness or injury of any participant.

14. Participants acknowledge that they do not have any pre-existing medical condition/s or disability which will impact on, or prevent them from participating in or completing the trip. If you are unsure please contact us ASAP to discuss options and Westralian Images may require a doctor's certificate to allow your participation on a trip.

15. Participants are responsible for ensuring that they have sufficient prescription medication to last the trip plus extra in case of delays.

16. Participants must inform the trip leader immediately should they suffer from an ailment or injury while on a trip.

17. Participants understand that when traveling remotely, proper medical services are not easily accessible and authorise Westralian Images and anyone else to take action in regards to the provision of medical services. This shall include, but isn't limited to, the provision of first aid, the arrangement of any medical evacuation service by air / road, the attendance of any doctor / nurse and any necessary hospital service.
18. Participants, acknowledge that the associated costs in regards to the provision of any medical services is their responsibility and costs will be borne in full by them. It is recommended that participants have private health insurance and ambulance coverage.
19. Westralian Images, strongly advises all participants to take out comprehensive travel insurance to cover them from the time of the booking until at least seven (7) days after the completion of the trip. This policy should cover any medical evacuation, cancellation, remote recovery and theft of personal property.
20. Participants are to be aware that Westralian Images has a zero tolerance to driving under the influence of alcohol or bad behaviour due to the consumption and effects of alcohol.
21. Participants are to be aware that Westralian Images has a zero tolerance to driving under the influence of drugs or the illicit use of drugs during our trips. **Note:** This includes the abuse of prescription drugs.
22. Participants agree that they are responsible for the disposal of rubbish and waste (including human waste) in a safe and appropriate manner.
23. Participants will not harm or damage any native flora and fauna or disrespect any Indigenous art or cultural sites.
24. Participants acknowledge that at times, some trips may access private property and in doing so they enter that property entirely at their own risk. Any claims arising from damage, injury, loss or death sustained whilst on private property are not the responsibility or liability of Westralian Images, the private property owners or any other party associated with Westralian Images.
25. Participants agree to behave in a responsible manner and treat all private property with due respect, this includes taking all rubbish / waste with them and leaving gates as found.
26. Participants acknowledge that should their behaviour be deemed by Westralian Images to be unacceptable they will be asked to leave the tour immediately and forfeit any monies.

27. Participants acknowledge that they have the appropriate driver's licence for the vehicle they are driving or in control of and that the vehicle is registered and roadworthy for the State of Western Australia.
28. Participants acknowledge that they will observed all the road rules applicable in the State of Western Australia regardless of whether they are on public or private land and are responsible for any traffic infringements that they may incur whilst on a trip.
29. Participants are responsible for ensuring that their vehicles are in good mechanical condition and serviced prior to the commencement of the trip.
30. Participants are responsible for the maintenance and upkeep of their vehicles. This includes any servicing requirements / repairs prior to the commencement of a trip and the daily maintenance of their vehicles whilst on a trip. This includes the regular checking of tyre pressures, water, oil and battery levels.
31. Westralian Images highly recommends that participants have fully comprehensive motor vehicle insurance and vehicle roadside assistance membership prior to attending any trip. This should include any remote recovery cover for breakdown in remote areas.
32. Participants acknowledge that all advice given during a trip is general in nature and based on current best practices or experience and should be treated as such.
33. If at any time, a participant is unsure or believes a direction given to them is unsafe, negligent or dangerous, they must stop immediately and seek clarification.
34. Participants acknowledge that during a recovery situation or a dangerous incident (such as a motor vehicle accident) they will follow the advice of the trip leader or another person appointed by the trip leader.
35. Participants are not to use any images or any other material gathered during the course of a trip for commercial gain without first obtaining permission from Westralian Images.
36. Participants acknowledge that when sharing images or information gathered from a trip on any social media platform they will tag Westralian Images and post a link to either the Facebook page or website.
37. The participant making the booking for a trip is to ensure that all passengers in their vehicle are aware and adhere to what is expected of all persons on the trip. By signing and returning the 'personal particular form' you are doing so on behalf of all passengers in your vehicle.

## Complaints

1. Participants are advised that should they wish to make a complaint, they can do so by the following means:
  - a. In person to the trip leader at the time of the complaint or at the conclusion of the trip;
  - b. By telephone - 0418 613 246;
  - c. In writing – Westralian Images, 41 Valheru Ave Rockingham, WA 6168; or
  - d. Via email – [karl@westralianimages.com](mailto:karl@westralianimages.com)
2. Complaints must be made within 21 days from the conclusion of the trip as this will allow for the information to be current and enable the matter to be fully investigated.
3. When making a complaint we request that you kindly provide the following information:
  - a. Your name and contact details;
  - b. Name of the person you have been dealing with (i.e. trip leader);
  - c. Nature of your complaint;
  - d. Details of any steps taken to rectify your complaint;
  - e. Details of conversations relevant to the complaint; and
  - f. Copies of any documentation to support your complaint.
4. By providing the above information in a timely manner, it will ensure that your complaint is investigated and dealt with quickly.
5. Upon receiving the full details of your complaint, Westralian Images will advise you of the outcome of your complaint within 21 days.
6. Participants agree that they will not make adverse comments about Westralian Images on social media platforms without first lodging a formal complaint and allowing Westralian Images time to investigate your complaint and respond accordingly.

## Legal Considerations

1. Participants acknowledge that, Westralian Images or any persons associated with them, **DO NOT** accept any liability for any damage to any person or property resulting from the subsequent action of participants.
2. Participants give permission to Westralian Images to use any digital photograph or video imagery that may be taken of them, their family / passengers or their vehicle in any advertising. **Note:** If you **DO NOT** wish for your images to be used, you must inform us in writing prior to the commencement of the trip.
3. Notwithstanding anything contained in this document to the contrary, Westralian Images shall not be liable for any loss, injury, delay, damage or other casualty suffered or incurred by you due to storms, fires, earthquakes, explosions, embargoes, Government directives, or any other law or regulation, litigation or labour dispute, act of God, war, terrorism, or any other cause which is beyond our reasonable control.
4. This document is and shall be governed by and construed in accordance with the law of the State of Western Australia. Any legal conflict which may arise under this Agreement shall be resolved in the legal jurisdiction of Western Australia.
5. This document will be reviewed on a tri-annual basis and may be subject to change without notice.

Document correct as at 01 Jun 20.

Review date – 01 Jun 2023.