

**Eyes on Wildlife
Birding & Wildlife Tours**

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Terms & conditions

When guests book a tour with Eyes on Wildlife (EOW), they agree to accept the terms and conditions set out below.

General terms and conditions

- a. The terms and conditions set out in this document contain the entire contract between the guest(s) and EOW. No representation, term, warranty, or condition can be expressed or implied by reference to any other writing, advertisement, or conversation. Changes to these terms and conditions will only be valid if agreed by EOW in writing.
- b. Guests obey the laws of Queensland, Australia whilst travelling on EOW tours. Failure to do so, will result in the immediate finalising of the tour without refund, but can also result in a police intervention if necessary. In such a case EOW will not be liable for any additional costs incurred by the guest.
- c. Guests treat the tour guide, the other guests on tour, other people encountered while on tour, and the environment with respect; no shouting, name calling, walking onto people's property/driveway, aiming camera lenses at properties, etc...
- d. Any grievances should be communicated to the guide while on tour. If the matter cannot be resolved during the tour, make a formal complaint. This can be done in writing. Email EOW as soon as possible after the tour. Complaints made more than 30 days after the tour date will not be considered.

Bookings

- a. Enquiring about a tour is not the same as booking a tour. Having a tour 'pencilled in' by EOW does not mean a tour is booked. A positive reply by EOW to an enquiry, or a booking request is not a confirmation of a booking. A tour is considered booked when at least the deposit of 20% has been received by EOW. For multi-day tours a deposit of 50% is required. Bookings

that are made less than 4 weeks before the start of a tour require a full payment. A notification will be emailed when the payment has been received.

- b. Booking a tour implies that terms & conditions have been read and that they have been accepted. A booking request should not be made if T&C cannot be accepted. Guests can contact EOW to discuss specific terms or conditions.
- c. A booking request can be made over the phone, but email communication will be required to finalise the booking. The Invoice for a tour, T&C and payment details are sent via email.
- d. EOW does not accept credit card payments. EOW only accepts bank deposits; except for booking enquiries made less than 24 hrs before the start of the tour. In this case cash payment is an acceptable option. Cash payments on the day of the tour are to be received before the start of the tour.
- e. If the payment of the balance has not been received by the due date, EOW will contact the guest to enquire and email a friendly reminder. Failure to respond to this reminder within a week will result in the cancellation of the tour, without refund of the deposit.
- f. EOW does not accept responsibility for inability to deliver email. If a booking confirmation does not arrive on time, or at all, then EOW must be contacted by phone and asked to email confirmation of the booking.
- g. Tour prices can change. If prices change, it is usually around 1 July. The tour price will not change for a booking that was already made. Also, the tour price cannot be subject to change between the time of enquiry by the guest and the actual booking request if the booking request follows within a week of the enquiry or if the booking request is not made later than an agreed date.
- h. It is the responsibility of the guest to check the accuracy of the details in the invoice for a booking. If there are any issues, EOW must be contacted for rectification.
- i. Guests must be eighteen (18) years of age or older to book a tour with EOW. Minors (under 18) must be accompanied by at least one adult.

Cancellation/refunds

- a. Cancellations by the tour operator – Eyes on Wildlife – always result in a full refund.
- b. Cancellation by the guest less than 1 week before the start of a full day tour, half day tour, nocturnal tour, combination of full day + nocturnal tour, or half day + nocturnal tour will result in a full refund *minus* the deposit of 20%.
- c. Cancellations by the guest made more than 1 week before the start of a full day tour, half day tour, nocturnal tour, combination of full day + nocturnal tour, or half day + nocturnal tour will result in a full refund.

- d. Cancellation by the guest less than 4 weeks before the start of a **multi-day tour** which includes accommodation, will result in a refund of the total tour fee *minus* 10% cancellation fee. Refund of accommodation cost will depend on the policy of the accommodation provider.
- e. Cancellation by the guest more than 4 weeks before the start of a multi-day tour which includes accommodation, will result in a refund of the total tour fee minus the possible cost of accommodation cancellation charged by the accommodation provider(s) involved.
- f. Guests wanting to cancel a tour must notify EOW by email. If a reply is not received 1 week after the notification, please contact EOW again by phone or email. Emails are usually replied to within 48 hrs.
- g. If a request by the guest to change the date of a booked half day, full day, nocturnal tour, or a combination of these tours to a later date can't be granted and that request is made less than 1 week before the start date of the booked tour, the total booking fee minus 20% deposit will be refunded.
- h. If the reason for a cancellation is covered under an insurance policy, the guest may be able to make a claim under that policy. Guests need to enquire with their insurer.

Insurance

- a. It is the guest's responsibility to look after their property at all times. EOW takes no responsibility for the theft, loss of or damage to personal belongings at any time during the duration of the tour.
- i. Guests must ensure they are adequately covered by comprehensive travel insurance in the event of any loss.
- j. There is no travel insurance cover included in the tour price.

Interaction with Wildlife and environment

- a. When on tour, it is important to treat wildlife and their environment with respect:
 - Rubbish goes in a garbage bin, or it is taken along when no bins are provided.
 - Animals are never picked up by the guest, and only when in the interest of the animal (e.g. wounded, on the road), be picked up by the guide.
- b. When on tour, (bird) call play back can NEVER be used by the guest.
- c. On nocturnal tours, guests do not use their own torch. Only the guide uses a (red light) torch; as per the Queensland Parks & Wildlife Services (QPWS) permit. Guests are given small torches with low beam for safety.

- d. Site information is confidential. Finding top sites for certain birds or other wildlife is part of a guide's work. More importantly, site info is confidential because some birds and other animals are very sensitive to disturbance, or too much attention. Making important sites public, e.g. bowers of bowerbirds, breeding hollows of owls, etc, could be detrimental to the birds' welfare.

The following **conditions** apply with regards to site confidentiality. Not adhering to these conditions can lead to the immediate cancellation of the tour without refund.

- No use of GPS tracking.
- No listing of species (birds, mammals, ...) in apps on electronic devices (e.g. mobile phones). EOW provides guests with a bird list to keep track of the bird species encountered on tour. Site info, if noted, can only be a general area, National Park, etc.
- GPS in camera needs to be disabled.

Health & Safety

- a. Seatbelts must be worn when the vehicle is on the road ('General Conditions'; a).
- b. Food, hot drinks, or any liquids other than water are only allowed to be consumed in the tour vehicle with permission of the guide.
- c. When booking a tour, the guest must inform EOW of any medical condition that requires attention. If the medical condition was not known when booking the tour, it should be communicated to EOW as soon as it is known before the start of the tour. Not notifying EOW of important medical conditions could endanger the lives of the guest, the guide and even third parties.
- d. Specific and situational health & safety policies can be added to the terms & conditions set out in this document. In this case, guests will be sent the extra policy with the 'Terms & Conditions' attached to the invoice.

Practical information

- a. EOW encourages guests to email any questions or suggestions before and after securing the booking. EOW is here to help guests make the most of their tour. If guests do not get a reply within 48 hours, please send another email or phone EOW.
- b. Guests should be at the pick-up point or meeting point on time. If guests think they will be late, they are to inform EOW as there may other guests wanting to start their tour.
- c. The guide may not be able to make the agreed meeting or pick-up time due to traffic, accidents, or other. EOW will endeavour to inform the guest ASAP.
- d. Guests are advised to check the weather forecast (<http://www.bom.gov.au/>) and dress accordingly. Communicate any weather-related concerns or questions to EOW.

- e. Guests must wear closed shoes; hiking shoes, runners, etc. and should not wear thongs or slippers on EOW tours.
- f. It is best that guests bring a sweater/jumper or similar – especially for nocturnal tours. Although we are in the Wet Tropics, mornings and nights or even late afternoons can be cool.
- g. Guests are assumed to watch their fluid intake and make sure they take in enough liquids – no alcohol - when on tour. Water at room temperature is the best option.
- h. Guests are advised to wear a hat, sunscreen, long-sleeved shirt and long trousers.
- i. Guests are advised to bring insect repellent.
- j. Guests can bring snacks, but they can't be consumed in the tour vehicle without permission of the guide/driver.