

**VOYAGES INDIGENOUS TOURISM AUSTRALIA
GENERAL BOOKING TERMS AND CONDITIONS**

AYERS ROCK RESORT ACCOMODATION AND TOURS

FOR INDIVIDUALS AND SMALL GROUPS

Effective for bookings made on and from 7 December 2020 (AEST)

1. OVERVIEW

- 1.1 These Terms and Conditions apply to all individual and small group bookings (being bookings of 9 rooms or less) made with Voyages for stays at Ayers Rock Resort. Different terms and conditions apply to bookings for 10 rooms or more and can be provided on request.
- 1.2 These Terms and Conditions are effective as at the date specified above and may be amended or supplemented by Voyages at its discretion from time to time. The Terms and Conditions applicable to your booking are those that are current at the time a booking is made.
- 1.3 Promotional deals, packages and special events offered or arranged by Voyages may be subject to special terms and conditions (Special Conditions). These Special Conditions will be made available to you at the time you make your booking. To the extent of any inconsistency between Special Conditions and these Terms and Conditions, the Special Conditions will prevail to the extent of the inconsistency in relation to the specific deal, package or event.
- 1.4 Voyages operates Ayers Rock Resort together with the Sounds of Silence, Tali Wiru, Desert Awakenings and Outback Sky Journeys. Voyages also acts as an agent for some independent third party suppliers located at Ayers Rock Resort (Third Party Suppliers), who's services and products may be booked through Voyages.
- 1.5 All prices quoted are in Australian Dollars. Voyages accepts no responsibility for any differences in currency exchange rates or refunds relating to currency exchange fluctuations.
- 1.6 "Us, we, our, Voyages" all mean Voyages Indigenous Tourism Australia Pty Ltd (ACN 146 782 591). "You, your" means the person who is making a booking.

2. GENERAL

- 2.1 You warrant to us that: (a) you are 18 years old and have the power and authority to enter into a binding contract with us; (b) the information you provide us about yourself is true, accurate, current and complete as required by any registration process; and (c) you will maintain and promptly update this information to keep it true, accurate and complete.
- 2.2 The person making a booking is deemed to have accepted these Terms and Conditions on behalf of all persons included in the booking. It is your responsibility to read and understand these Terms and Conditions and to ensure other persons on whose behalf you make the booking read and understand them.
- 2.3 If you are making a booking on behalf of another person or persons, you must provide Voyages with the contact details for the person or persons named in the booking. Voyages reserves the right to cancel the booking at any time if such contact details are not accurately provided at the time the booking is made.
- 2.4 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Voyages are excluded under these Terms and Conditions. Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded under the Australian Consumer Law.
- 2.5 These Terms and Conditions are governed by the laws of New South Wales, Australia.
- 2.6 Voyages is committed to protecting your personal information. Please refer to Voyages' Privacy Policy which is available at <https://www.ayersrockresort.com.au/terms-and-conditions/privacy-policy>
- 2.7 Voyages is not responsible for any loss arising out of any occurrences or conditions beyond Voyages control, including but not limited to acts of terrorism, acts of God, war, strikes, theft, delay, epidemic, pandemic or any other type of public health emergency, civil disorder, disaster or changes in Government regulations, directives or declarations.

PART A – AYERS ROCK RESORT ACCOMMODATION

3. ACCOMMODATION BOOKINGS

- 3.1 All quoted rates on our website, advertisements or brochures are subject to change at any time until the booking is confirmed. Some rates which are quoted are only valid for a minimum number of nights and if the number of nights included in your booking changes the rate may also change.
- 3.2 In order to confirm your booking you must provide us with the details of a valid credit card at the time of booking. We will charge the credit card you provided according to the rate conditions applicable to your booking. If you are unable to provide credit card details at the time of booking, full payment must be received and cleared in our nominated bank account at least 21 days prior to your scheduled date of arrival.
- 3.3 A failure by you to make full payment by the due date may result in your booking being cancelled within 3 days of Voyages giving you a written notice requesting payment. If full payment is not received by the date that is 7 days prior to your arrival date, your booking will be automatically cancelled.
- 3.4 For group bookings, arrival and departure details must be supplied to us no later than 7 days prior to arrival, or supplied at time of booking if booking is made less than 7 days from the date of arrival.
- 3.5 In the unlikely event that Voyages cannot provide the specific accommodation booked by you, you acknowledge and agree to be relocated into an alternative property at Ayers Rock Resort which in our reasonable opinion is of comparable or superior quality.

4. PHOTOGRAPHIC IDENTIFICATION AND SECURITY ON ARRIVAL

- 4.1 You will be asked to provide photographic identification upon your check-in at the hotel. If you are unable to provide such identification your booking may be cancelled and you will be liable to pay Voyages an amount equal to the full booking amount plus other costs incurred by Voyages in connection with the booking.
- 4.2 You must provide a credit card authorisation when you check-in. This authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.
- 4.3 If a credit card is not available a minimum \$120 cash deposit per day (or such other amount reasonably nominated by us at the time of check-in) will be required on check-in.

5. CHILD POLICY

- 5.1 'Child' or 'Children' means a person or persons aged between 2 years and 15 years at the time of check-in.
- 5.2 At Ayers Rock Resort:
 - (a) Children stay for free when using existing bedding. Extra person charges apply for additional rollaway beds;
 - (b) One Child up to 12 years old who is accompanied by one paying adult may dine for free at buffet breakfast restaurants.
Additional Children up to 12 years old accompanying the same adult dine at buffet breakfast restaurants at a reduced rate;
 - (c) Children aged between 13 years and 15 years dine at buffet breakfast restaurants at a reduced rate;
 - (d) specially priced Children's menus are available at selected restaurants for lunch and dinner; and
 - (e) all Children must be accompanied by an adult at all restaurants.

6. ACCOMODATION CANCELLATION POLICY

- 6.1 If you cancel your booking and your cancellation notice is received by us:
 - (a) More than 7 days prior to your scheduled check-in date, we will not charge you a cancellation fee; and
 - (b) 7 days or less prior to your scheduled check-in date, we will charge you a cancellation fee equal to 100% of your total booking value.
- 6.2 All cancellation notices must be provided to us via the following telephone lines: 1300 134 044 or +61 (02) 8296 8010; or sent to us in writing by letter or an email to travel @voyages.com.au and will only become effective when received by us.
- 6.3 If you do not present for your booking, or if you cancel your booking after you have checked in or arrived, you will be charged a cancellation fee equal to 100% of your total booking value.
- 6.4 You agree that under these cancellation terms all cancellation fees payable by you will be charged to the credit card provided at the time of making your booking or an amount equal to the full booking value will be forfeited to Voyages.

PART B – TOURS, TRANSFERS AND OUTDOOR DINING EXPERIENCES

7. RATES & BOOKINGS

- 7.1 All prices quoted for tours and transfers in our brochures or on our website are per person prices and include GST

- 7.2 National Park entry fees and other government charges are excluded and may be applicable to your tour.
- 7.3 All bookings for exclusive tours or transfers are governed by separate terms and conditions, which will be provided upon request.
- 7.4 To reserve a place on any tour or transfer at Ayers Rock Resort, including tours provided by the Third Party Suppliers when booked through Voyages, full payment must be made at the time of booking.
- 7.5 Tours are run by a tour leader. During a tour you may enter areas that may pose dangers or are of cultural significance. The decision of the tour leader is final on all matters likely to affect the safety or well-being of any person participating in the tour or transfer. You agree to strictly comply with:
- (c) any and all reasonable directions of the tour leader; and
 - (d) all local laws and customs (including those of cultural significance) that you are informed of by the tour leader.
- 7.6 If you fail to comply with a decision made by the tour leader or requirements contained in clause 7.4, the tour leader may direct you to leave the trip immediately, with no right of refund.
- 7.7 Voyages makes every effort to operate tours and transfer as advertised. However, itineraries may need to be changed at short notice due to weather, accessibility or other events outside of Voyages' control. If changes are necessary, we will make reasonable efforts to supply you with a tour or transfer that is equivalent to the advertised itinerary in all material aspects. Voyages will make reasonable efforts to inform you of any changes in advance via the contact details provided at the time of booking.
- 7.8 If Voyages is unable to provide you with a tour or transfer that is equivalent to the advertised itinerary, Voyages will offer you the choice of:
- (e) rebooking the tour or transfer for another day; or
 - (f) receiving a refund for the tour or transfer less any reasonable expenses incurred by us or services consumed by you (if any).
- 7.9 Due to their nature, participation in tours and transfers may require a minimum level of fitness or physical capability. Any specific requirements will be notified to you at the time of booking. By booking a tour or transfer, you warrant and represent that you satisfy any minimum requirements notified to you. If Voyages (acting through its authorised tour leader) reasonably decides that you do not meet the minimum physical requirements, Voyages may remove you from any tour or transfer at any time without providing a refund.
- 7.10 Certain tours and transfers are suitable for children providing they are accompanied by a parent or guardian during the entire tour. Child rates apply to persons 15 years old and under at the time of the tour. Some tours cannot accommodate children, as specified below:
- (g) Desert Awakenings and Outback Sky Journeys – children aged 5 years and under are not permitted;
 - (h) Tali Wiru – persons aged 15 years and under are not permitted; and
 - (i) Sounds of Silence - children aged 9 years and under are not permitted.
- 7.11 Parents and guardians are responsible for ensuring that children under their supervision do not reduce or impact on the enjoyment of other persons on the tour. Non-compliance with this requirement may result in the child and their parent or guardian, being directed to leave the tour or transfer without providing a refund.

8. TOUR CANCELLATION POLICY

- 8.1 If you cancel a booking for Voyages Ayers Rock Resort touring or transfers (including but not limited to Sounds of Silence, Tali Wiru, Desert Awakenings, Outback Sky Journeys) the following cancellation fees will apply:
- (j) if your cancellation notice is received by us more than 7 days prior to a booked tour or transfer date, we will not charge a cancellation fee; and
 - (k) if your cancellation notice is received by us 7 days or less prior to the booked tour or transfer date, we will charge you 100% of total booked touring or transfer cost per person.
- 8.2 All cancellation notices must be provided to us via the following telephone lines: 1300 134 044 or +61 (02) 8296 8010; or sent to us in writing by letter or an email to email address - travel@voyages.com.au and will only become effective when received by us. The cancellation fee will be charged to the credit card provided at the time of booking.

PART C – THIRD PARTY SUPPLIERS

9. PRODUCTS OFFERED BY THIRD PARTY SUPPLIERS

- 9.1 Certain products and services you are able to book through us are provided by Third Party Suppliers who are independent of Voyages.
- 9.2 Products offered by Third Party Suppliers will be subject to separate terms and conditions, which will be provided to you at the time you make your booking.
- 9.3 You may be required to contact a Third Party Supplier directly to arrange for pick-up/drop-off times, appointments or other services which form part of your booking. Any requirements for you to contact the Third Party Supplier directly will be specified at the time of booking.

9.4 The Third Party Supplier is solely responsible for the product or service it is providing you and is liable for any breach by it of its obligations in respect of that product or service. Voyages is not liable to you for any breach by the Third Party Supplier of its obligations regarding any product or service it is providing you.

10. IMAGES AND MAPS

10.1 Any maps and photographs of the destination are indicative only.

10.2 Actual rooms occupied may vary in décor and inclusions from those shown in any photographs.

11. CREDIT CARD PAYMENTS CHARGE

11.1 Payments made by credit card will incur a merchant service fee in addition to the total amount payable.

12. BEST PRICE GUARANTEE

12.1 When you make your booking direct with us, we guarantee the lowest rate available on the date your booking is made (Best Price Guarantee).

12.2 If you find a lower publicly available rate offered by a third party on the same date your booking is made for the same hotel, same travel dates, same room type and same occupancy as those of your booking, we will match the lower price upon presentation of satisfactory evidence being provided.

12.3 The Best Price Guarantee does not apply to special rates offered by us as part of any sales or promotions after the date your booking is made, rates available only to members of any loyalty or other types of programs, government rates, group booking rates and rates which cannot be independently verified by us.