

NT Bird Specialists

Birdwatching & Photography Tours, Darwin, Australia *'We'll Scope It All'*

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Terms and Conditions

The following Terms and Conditions have been created to honour our business, ensuring we keep and deliver the highest standards; and for the benefit of our guests to ensure they are well informed about our products and have a memorable, safe and happy journey.

In these terms and conditions, NT Bird Specialists means Luke Paterson and Sarah Burgess (ABN 85 233 609 185) as well as any affiliates, employees, agents, contractors or any other entity (either natural person or body corporate) affiliated with NT Bird Specialists.

By confirming your booking, you acknowledge and agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not confirm your booking.

These terms and conditions may be updated at any time (which will be effective immediately) and are subject to Australian Consumer Law.

Accuracy of Information

NT Bird Specialists aim to provide accurate and timely information on our website and itineraries, but do not provide any warranties or guarantees that the information is necessarily correct. Advertised descriptions, facilities and prices may change at short notice due to reasons beyond our control. NT Bird Specialists will endeavour to notify you of any significant changes prior to your departure, but do not accept any liability for any loss (both direct and consequential) due to any changes.

Disruption to Itinerary

NT Bird Specialists aim to follow the advertised itinerary, however the final decision of itinerary will be at the sole discretion of NT Bird Specialists to legitimately minimise any exposure to risk (to both NT Bird Specialists and the customers). Should NT Bird Specialists exercise their right to alter the travel itinerary, NT Bird Specialists cannot be held liable for any refunds, costs or damages incurred as a result of the alteration.

Travel Insurance

Travel Insurance is not included in your tour price. NT Bird Specialists strongly recommend that you purchase comprehensive travel insurance that includes (but is not limited to) coverage for: accidental death, medical expenses, loss/damage to personal belongings and luggage, water and land-based activities and airfare/travel disruption.

Liability and Indemnity

To the maximum extent applicable under statute and common law, NT Bird Specialists accept no liability for any direct, indirect, incidental, punitive, special or consequential damage arising from your engagement with NT Bird Specialists (inclusive of, without limitation, property damage and personal harm).

You agree to fully indemnify and hold harmless NT Bird Specialists from any claims, suit, actions and damages (**Claim**) arising from your engagement with NT Bird Specialists.

NT Bird Specialists tours require the services of external suppliers, such as hoteliers, cruise operators etc. NT Bird Specialists aim to use the services of companies they find most suitable for the tour, however cannot be responsible, or accept liability for, the conduct or standards of these external operators.

If undertaking optional activities not included in the tour price (for example, scenic flights) you undertake these activities at your own risk and you agree to fully indemnify and hold harmless NT Bird Specialists from any claim arising from these activities.



Pre-Existing Medical Conditions

If you suffer from a pre-existing medical condition, you must consult with NT Bird Specialists prior to booking as you may be unable to participate in the tour. NT Bird Specialists reserves the right to refuse to provide service due to pre-existing medical conditions, nor does it accept any Claim arising due to the non-disclosure of a pre-existing medical condition (including, without limitation and to the maximum extent applicable under common law and statute, in circumstances where the damage was a result of negligence by NT Bird Specialists).

Travelling with Minors

Children under 18 years of age must be accompanied by an adult.

Product Pricing

Advertised prices may be changed or updated to reflect the increase in costs past on to NT Bird Specialists by other suppliers. NT Bird Specialists will endeavour to update the advertised prices as soon as the change is effected but once the 'Commitment Deposit' (as set out in Payment Policy for Tours below) is received by NT Bird Specialists, your tour price will not change.

Advertised prices are based on a per person (standard twin share) price for the stated itinerary. Prices vary for group tours and private charters.

Minimum guest numbers apply to each tour. Guests wishing to depart on tours without the stated minimum will incur additional costs or commitment deposits can be transferred to alternative travel dates.

Single supplement charges for accommodation apply to passengers travelling on their own.

Accommodation charged is based on standard room rates. Guests can opt to upgrade their room at the time of booking for an additional cost when available (usually to allow private amenities in every room on each night of tour or improved standard of facilities).

Please contact us to receive a quote to hire our guide and vehicle services, for private charters, extended or modified tours and group bookings.

Full fare applies to minors (unless otherwise stated).

Airfares, airport taxes, airport transfers, accommodation (that is not specifically listed in the tour itinerary (the night before commencement and last night of tour)), internet charges, phone calls, laundry, passport and visa fees, food/drinks not stated on the itinerary, alcoholic beverages, excess baggage and activities, personal shopping, laundry or gratuities not specified in your itinerary are excluded from the price of the tour.

Payment Policy for tours

Day Tours - 100% of the full tour price must be received within 7 days of booking to confirm your place or your clients booking on a day tour.

Multi-day Tours - Guests who book directly with NT Bird Specialists must pay 20% of the full tour price within seven (7) days to confirm your place as a non-refundable deposit (**Commitment Deposit**).

NT Bird Specialists must receive 100% of the full tour price at least thirty (30) days prior to the tour departure for guests booking directly with NT Bird Specialists.

Multi-day Tours - Travel Agents, Inbound Operators or other external parties conducting business with NT Bird Specialists have forty-five (45) days to pay 20% of the full tour price as a non-refundable Commitment Deposit when booking greater than nine (9) months prior to departure, unless otherwise negotiated and confirmed in writing.

Travel Agents, Inbound Operators or other external parties conducting business with NT Bird Specialists have fourteen (14) days to pay 20% of the full tour price as a non-refundable Commitment Deposit when booking less than nine (9) months prior to departure, unless otherwise negotiated and confirmed in writing.

100% of the full tour price must be received from Travel Agents, Inbound Operators or other external parties conducting business with NT Bird Specialists ninety (90) days prior to departure, unless negotiated and confirmed in writing.

If NT Bird Specialists have not received 100% of the tour price within the required timeframe stated in this Payment Policy, and you have not notified us of any delay in writing, NT Bird Specialists reserve the right to cancel your booking and cancellation fees (as set out in the Cancellation Policy) will apply.



Payment Policy Summary Table

Payment Required	Direct Guest Bookings – Due...	Agents, Inbound Operators & External Party Bookings – Due...
One-day Tours		
100% Payment of tour	Within seven (7) days of booking	Within seven (7) days of booking
Multi-day Tours		
20% Commitment Deposit when booking greater than nine (9) months in advance	Within seven (7) days of booking	Within forty-five (45) days of booking
20% Commitment Deposit when booking less than nine (9) months in advance	Within seven (7) days of booking	Within fourteen (14) days of booking
100% Payment of tour	Thirty (30) days prior to departure	Ninety (90) days prior to departure

* The above payment policy applies on all bookings unless otherwise negotiated and confirmed in writing.

Payment Method

NT Bird Specialists will send you payment details.

Once the commitment deposit and full payment has been received, a booking reference number will be provided to you. All prices are in Australian Dollars and are inclusive of GST.

Cancellation Policy

For all tours, the following NT Bird Specialists cancellation fees apply:

Fee per person	Notice of cancellation before tour departure	
	Direct Guest Bookings	Agents, Inbound Operators & External Party Bookings
100% of tour price	Within 7 days	Within 14 days
75% of tour price	Within 14 days to 8 days	Within 30 days to 15 days
50% of tour price	Within 30 days to 15 days	Within 45 days to 31 days
20% of tour price (Commitment Deposit)	More than 30 days	More than 45 days

All cancellations must be received in writing and are not effective until notification has been received. If your purchased tour has commenced, 100% of the tour price will be charged.

Refund Policy

Should you be unable to complete the tour once it has departed, NT Bird Specialists offer no refund for unused services or any portions of the tour that are missed.

If NT Bird Specialists are unable to deliver the tour or confirm your booking, NT Bird Specialists will happily refund 100% of the tour price that you have paid up to the date of cancellation, or you can transfer the payment to another departure date.

If upgrades for accommodation are not available, NT Bird Specialists will happily refund direct costs paid to NT Bird Specialists for the upgraded accommodation.

General Matters

You guarantee and warrant that you have authority to enter into these Terms and Conditions.

Your obligations as contained in these Terms and Conditions are absolute and unconditional. They are not subject to any set-off, counter claims or conditions. Your obligations will not be affected by anything which might abrogate, prejudice or limit them or the effectiveness of these Terms and Conditions.

A right in favour of NT Bird Specialists in these Terms and Conditions owed by you can only be waived by an instrument, duly executed by NT Bird Specialists. No other act, omission or delay of NT Bird Specialists will constitute a waiver binding against, or estoppel against NT Bird Specialists.

If it is held by a Court of competent jurisdiction that:

- (a) any part of these Terms and Conditions are void, voidable, illegal or unenforceable; or
- (b) these Terms and Conditions would be void, voidable, illegal or unenforceable unless any part was severed from the Terms and Conditions;

that part shall be severed from and shall not affect the continued operation of the rest of the Terms and Conditions. Any part of these Terms and Conditions can be pleaded as a bar to proceedings.

These Terms and Conditions are governed by and are to be construed in accordance with the laws applicable in the Northern Territory of Australia. The parties irrevocably and unconditionally submit themselves to the nonexclusive jurisdiction of the courts exercising jurisdiction in the Northern Territory of Australia (and any courts which have jurisdiction to hear any appeals from any of those courts).

Privacy Statement

NT Bird Specialists aims to collect your personal information directly from you. Personal information collected includes (but is not limited to) your name, address, email address, telephone numbers, gender, financial information including credit card and banking information, travel insurance documents and other means of personal identification. NT Bird Specialists will take all reasonable steps to secure your personal information and will not use it in unreasonable ways.

Feedback and Complaints

NT Bird Specialists appreciate your written feedback, suggestions and or complaints so we can continue to improve our products and service delivery. We would like you to email us your feedback, suggestions or complaints to info@ntbirdspecialists.com.au so we can personally receive and address them.

Please feel free to contribute to our Facebook and Trip Advisor pages.

How to contact us

Via contact details on our

Website: <http://www.ntbirdspecialists.com.au/>

Email: info@ntbirdspecialists.com.au

Copyright and Image Use

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