



NT Bird Specialists

Birding & Photographic Safaris

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World-class Wildlife Experiences, Local Expertise

NT Bird Specialists' Terms and Conditions

Last update 5 April 2022

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, contractors, agents, suppliers, partners or any other entity (either natural person or body corporate) affiliated with NT Bird Specialists.



Travelling with NT Bird Specialists

We thank all our guests and suppliers for their flexibility and understanding as we progress through COVID-19 travel updates and we look forward to touring with you all soon.



Updated COVID-19 Terms & Conditions:

NT Bird Specialists are open for business. We monitor government health advice closely and source up to date information from our suppliers to determine appropriate actions.

To aid your confidence when booking with us, we have amended our Terms and Conditions for tours which require rescheduling or cancellation due to COVID-19 force majeure events.

If due to COVID-19, Government regulations restrict travel from your home location to or within the Northern Territory (or other tour commencement location), your 20% non-refundable **Commitment Deposit** will be converted to a **Future Tour Credit** valid for use until the end of 2023 (less any unrecoverable third-party cancellation fees and charges that may apply). For added flexibility and security, new bookings will also receive Free Date & Name Changes on the credit. Select tours have reduced deposits or special offers as stated on that product.



Future Tour Credits: We understand your needs may change so we are offering flexible Terms for credit use.

* Free Date Change - Guests who receive a Future Tour Credit are entitled to free date changes within the credit validity period for tours interrupted by COVID-19 restrictions.

*Free Name Change - Future Tour Credits can be transferred to another person in the form of a booking voucher or gift certificate valid for the credit period. The new credit holders will need to be fully-vaccinated and supply us with their contact details to meet COVID-19 Safety Plan requirements.

*Valid for Available Departures - Credits can be used on any available NT Bird Specialists tour within the validity period.

**For 2020-21 bookings that received a 'Future Tour Credit' in place of a non-refundable deposit: Credits are valid to be spent until the end of 2022. This can include booking onto a 2023 advertised group departure booked in 2022. Private tours for travel in 2023 requires a new booking and deposit.

**Bookings made from 20 December 2021 - Any Future Tour Credits issued will be valid for use until the end of 2023.

**Standard Terms & Conditions apply for changes/cancellations for non-COVID-19-related travel restrictions.

***These Policies, Terms & Conditions override any previous terms but will be superseded by any Federal, State or Territory Government regulations that may arise as the situation evolves.

We strongly recommend guests are covered by comprehensive travel insurance at the time of bookings.

Guests agree to tour [Terms & Conditions](#) at the time of booking.

COVID-19 Ready Policies & Travel Experiences

For truly unforgettable immersions in remote wilderness areas of northern Australia, a wildlife journey with NT Bird Specialists is a must. We've implemented enhanced procedures in response to COVID-19 so that you can travel with peace of mind and confidence.

Get in touch today where your ideal wildlife adventure awaits: tours@ntbirdspecialists.com.au

To support keeping our guests, team & remote communities safe, we've implemented the following procedures which comply with Federal and Territory/State Government and Industry standards.

- * Fully-vaccinated Professional Team Open for Business
- * COVID-19 Safety Plans, Accreditations & Training
- * Book with Confidence, Updated Booking Conditions
- * Contactless Payments
- * Spacious Clean Vehicles, Enhanced Hygiene Practises, Wide Open Spaces
- * Tour Waitlists & Short-notice Travel Incentives - Ask us

COVID-19 Vaccination Policy:

The health & wellbeing of our guests, small team & remote vulnerable communities is at the forefront of planning & delivering your quality experiences to ensure you travel with us with confidence.

Our Team monitors the evolving situation closely & will make adaptations as required.

Northern Territory borders are open to all travellers. Please make sure you familiarise yourself with [border entry requirements](#) <https://coronavirus.nt.gov.au/>. It is handy to bring a copy of your vaccination certificate in case you are asked by third-party suppliers.

Case-by-case cancellation fees apply to positive tests. Some third party suppliers may requires participants to be vaccinated.

Please get in touch with our team on info@ntbirdspecialists.com.au if you have any questions.

Healthy & Fit For Travel: Please declare if you are unwell before commencing the tour. A PCR or other COVID-19 test may be required if you are displaying symptoms. Each case will be assessed individually. Some instances may require refusal of you on the tour to keep guests, staff & communities safe. If staff or guests become unwell on tour, masks-use will be an immediate requirement. Other Government regulations may need to be followed as directed by the guide (at guest expense).

General Fitness & accessibility - All group tours require a moderate level of fitness for walking over uneven surfaces for up to 1 to 8 kilometres in warm conditions while carrying your own gear and water. Private tours can be tailored to suit all accessibility requirements, excluding some mobility aids in vehicles *please contact us to discuss vehicle options.

Masks: Mask wearing may be required in some settings, including if anyone is displaying COVID-19 or cold and flu-like symptoms. Check with our guide if you are unsure of requirements or appropriate mask-use. For ease and comfort, we recommend you bring your own mask with you, otherwise we can provide you with one.

Enhanced Cleaning & Hygiene: We've added additional hygiene measures to our already clean fleet and dining experiences, including sanitising stations, extra cleaning of heavy touch points, anti-bacterial air-conditioner treatments in vehicles and anti-bacterial wipes for optical equipment.

Social Distancing: Our tour groups are considered to be a single 'travel party bubble'. However, where possible we create space by not filling our spacious modern vehicles to capacity, not only to improve window-viewing and leg room experiences, but to create space between guests. Breakfasts and lunches are served in a fresh open-air environment. Private cruise and charter options allow for maximum social distancing. Our guide works hard to make sure each guest has the opportunity to view and photograph subjects from individual vantage points if desired.

Training: All staff have undertaken COVID-19 Ready Training certifications and accreditations. Our guide, Luke Paterson, is the COVID-19 Safety Marshall for NT Bird Specialists and implements safety and hygiene practises before, during and after touring. Our Team regularly attends industry-leading training forums to stay up to date with the latest COVID-19 tourism requirements.

NT Bird Specialists' tours are subject to these [Terms & Conditions](#). Please view our [FAQs](#) <https://ntbirdspecialists.com.au/faq/> for additional information or contact us on tours@ntbirdspecialists.com.au

NT Bird Specialists' Standard Terms and Conditions

By confirming your booking, you acknowledge and agree to these Terms and Conditions. These terms and conditions may be updated at any time (which will be effective immediately) and are subject to Australian Consumer Law.

Individual products may have additional or varied Terms and Conditions which will be outlined on the Itinerary, Trip Notes, quote and/or invoice documents.

Aboriginal land and or cultural products

The joint-managed national park of Kakadu and Aboriginal areas of Arnhem Land and the Kimberley, or any other aboriginal and/or cultural lands we visit, still follows customary Law. Brochured activities may be cancelled for reasons beyond our control and alternative activities offered if available. Please respect people's privacy as we travel through their homelands.

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.

Amendments, Variations or 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. Sections of our packages are subject to change and availability. Guests will be notified where possible.

NT Bird Specialists reserves the right to alter the itinerary or route or arrange alternative carriers of any of its tours if unforeseen circumstances beyond our control, e.g. road and weather conditions, Aboriginal cultural reasons, force majeure etc. make it necessary. Should an alteration be necessary we will give you reasonable notice thereof and where available, offer you a comparable alternative where possible. Alternatively, your non-refundable commitment deposit will be converted to a 'tour credit' which can be used within two (2) years. Regrettably no refund will be given, any personal expense incurred by a passenger as a result of any delay, curtailment or alteration of any tour is the responsibility of the passenger.

In the case of breakdown or other unforeseen circumstances, the operator reserves the right to substitute vehicles other than specified, to ensure the operation of a tour.

Ethical Birdwatching and Ecotourism

The welfare of the birds, wildlife, communities and environment is at front of mind. By participating on an NT Bird Specialists tour, each guest agrees to accept the guide's discretion and direction to avoid causing any negative impact on the birds and wildlife they are watching and their habitat.

Copyright, Intellectual Property and Image Use

© All photographs, images, logos, written content, tour products, itineraries, artwork and any other intellectual property and materials used and/or supplied are the property of NT Bird Specialists unless otherwise acknowledged; and cannot be used or modified by any other individual or group of people without prior consent and acknowledgment when used.

© All unique itineraries, tour products, photographs and information supplied remain the property of NT Bird Specialists and may not be replicated, modified or sold without permission from NT Bird Specialists. NT Bird Specialists information, products and itineraries provided to other guides, operators or businesses may not be replicated, modified or delivered as a similar product in the regions we operate in for at least 10 years from the date of agreement and provision without our permission.

Customs, Visas & Comprehensive Travel Insurance

Please research your tourist visa requirements to enter Australia. We recommend you organise in advance online to avoid delays or unforeseen changes. Check the Australian Immigration websites for details on your country's visa requirements. Australia has strict customs regulations. Please take note of these.

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, pandemics, emergency travel expenses, or injury, loss/damage to personal belongings and luggage, water and land-based activities and airfare/travel disruption, cancellation and curtailment accident. Travel insurance policies are compulsory to be held by each guest on international tours or other tours where stated in the itinerary and/or trip notes or website. NT Bird Specialists or our suppliers cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables, resulting in missed connections etc. Please check your details thoroughly before departure.

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 your personal review and images to our [Facebook](#), [Trip Advisor](#) and [Google Business Review](#) pages. In the unlikely event of any dissatisfaction with any service provided by us, please report it immediately to the tour guide so that action can be taken to remedy the problem onsite and satisfaction resumes for the remainder of the tour. Any complaint made to us after the tour should be made in writing as soon as possible and we will endeavour to reply in writing within 1- 48 hours within tour completion.

How to contact us

Via contact details at end of this document.

Laws, Customs, Etiquette and Removal from Tour

By participating on an NT Bird Specialists tour each guest agrees they will comply with the relevant Federal, Territory, local and common laws, local rules, restrictions, customs, etiquette and moral standards whilst on tour.

Tour activities and tour vehicles are non-smoking for the comfort of fellow guests and guide. Smoking can occur in permitted areas according to local regulations away from the group and not during itinerary activities.

NT Bird Specialists and their sub-tour operators reserve the right in their absolute discretion to accept or decline a reservation or to remove any passenger from a tour at any time including after commencement of the tour.

Liability, Safety 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 or loss 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. We advise that all tour activities involve inherent risks, and that by participation in the activity provided by NT Bird Specialists and third parties the guest expressly assumes those risks personally and are releasing NT Bird Specialists and its contractors from any liability for claims, losses, damages or expenses caused by anything including but not limited to personal injury, death, accident, emotional or nervous disorder, delay, property loss or damage which occurs during any such activity. By participating in this tour, the guest gives consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify NT Bird Specialists in respect of this treatment.

Pre-Existing Medical Conditions and Dietary Requirements

By participating on our tour, you confirm that you are physically and mentally fit and suffer no medical condition which may be aggravated by any activity, e.g. bush walking, or other on our tour. If you suffer from a pre-existing medical condition or specific dietary requirements we must know about for your health and safety and our duty of care, you must consult with NT Bird Specialists prior to booking, as you may be unable to participate in a particular tour or aspects of a 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). Please inform us of any dietary/medical requirements at time of booking. For any changes to guest conditions since time of booking, you must notify us at least 7 days prior to your tour departing.

NT Bird Specialists create private tailored itineraries for guests with special needs. Guests with limited mobility or disabilities are welcome on private charters and every effort is made to ensure the best possible experience within one's limitations. It is essential to advise NT Bird Specialists of such limitations so the tour can be planned accordingly.

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.

We take photos during the tour for our own promotional use. Please advise if you do not want to be in the photos by telling your guide at the start of the tour. Permission will be sought to use any of our photographs of you, prior to their use, for advertising purposes related to our business.

Travelling with Minors

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

Payment Method

NT Bird Specialists will send you payment details via electronic invoice which outline deposits and payment dates.

You may pay our invoices by direct bank account transfer (online or at your bank), or by Stripe credit card online payments (service fees apply: 2.9%).

We will acknowledge your receipt of payment in writing.

All prices are in Australian Dollars and are inclusive of GST unless otherwise specified.

Product Pricing

All prices are in Australian Dollars and are inclusive of GST (=VAT).

Advertised prices may be changed or updated to reflect the increase in costs passed 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. Once the non-refundable deposit (**Commitment Deposit**) (as set out in Payment Policy below) is received by NT Bird Specialists, your tour price will not change, unless in extreme and/or unpreventable circumstances, a third-party rate increase is imposed.

The tour prices are based on current national park costs /policies at the time of development. Rates may change without a notice if a significant currency fluctuation, fuel increase or revision of taxes occurring beyond our control, or as per change in Government / Hotel / Airline policy.

Advertised prices are based on a per person (standard twin share) rates 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.

Full fare applies to minors (unless otherwise stated).

Accommodation: Single supplement charges for accommodation apply to guests travelling on their own or those who request a single room. Occasionally, guests may be able to share a twin-share room with other solo-travelling guests. Single supplement charges will not apply. This is agreed to by both guests prior to tour departure and places no liability on NT Bird Specialists. 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). Room styles may vary with twin or double beds or two-bedroom cabins or suites. Standards vary in remote areas. Camping is available on request and subject to availability and seasonal conditions. Rate reductions can be applied to camping options. Enquire at the time of booking.

Airport Transfers: Airport transfers are not included in the tour price unless stated in the itinerary or arranged with us by the guests or agent. Taxis are readily available, as well as Darwin Airport Shuttle Bus service. Some hotels may offer complimentary transfers (enquire when booking).

Private and other services: Please contact us to receive a quote for private charters, extended or modified tours and group bookings, plus specialist-guide hire, vehicle and driver services, event logistics, film crew or tour company ground handler services, ecological surveys and photographic services.

Exclusions: Airfares, airport taxes, airport transfers, pre and post-tour accommodation, internet charges, phone calls, laundry, passport and visa fees, food/drinks not stated on the itinerary, alcoholic beverages, private cruises not stated in itinerary, optional extra tours, excess baggage and activities, personal shopping, laundry or gratuities not specified in your itinerary are excluded from the price of the tour unless stated in itinerary or invoice. Please enquire for these or other items to be added at the time of booking.

Payment Policy for tours

To confirm your booking, please submit the relevant tour booking form & make deposit payments. Direct bank transfer and Stripe credit card payment options are available (2.9% fee applies).

Day Tours: The full tour price (100%) 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 (or as stated on individual tour) within seven (7) days to confirm your place as a non-refundable deposit (**Commitment Deposit**). *Deposits percentages may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour.

NT Bird Specialists must receive 100% of the full tour price at least thirty (30) days prior for guests booking directly with NT Bird Specialists. *Full payment periods may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour and/or as per payment Policy Summary Table below.

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. *Full payment periods may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour and/or as per payment Policy Summary Table below.

If NT Bird Specialists have not received 100% of the tour price within the required timeframe stated in this Payment Policy or individual tour product itinerary, trip notes or invoice, 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
International Tour Variations (tours outside of Australia)		
20% Commitment Deposit when booking more than ninety (90) days in advance	Within fourteen (14) days of booking	Within fourteen (14) days of booking
100% Payment of tour	Ninety (90) days prior to departure	Ninety (90) days prior to departure
100% Payment of tour	For booking made within eighty-nine (89) days of departure	For booking made within eighty-nine (89) days of departure

* The above payment policy applies on all bookings unless otherwise negotiated and confirmed in writing. *Full payment periods may vary on individual products and will be stated on the itinerary, trip notes or invoice for that tour.

Cancellation Policy ***Please refer to Covid-19 information at the top of this document for more information***

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 ***Please refer to Covid-19 information at the top of this document for more information***

Refunds are at the discretion of NT Bird Specialists.

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. Failure to board constitutes no refund.

If NT Bird Specialists are unable to deliver the tour or confirm your booking due to personal reasons, 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 or optional extras are not available, NT Bird Specialists will happily refund direct costs paid to NT Bird Specialists for the upgraded accommodation.

Force Majeure ***Please refer to COVID-19 information at the top of this document for more information***

We are committed to high levels of professionalism to protect your booking. But we reserve the right to cancel or modify your booking in any incidence of Force Majeure. In this event we will return non-commitment deposit portions of funds paid to date on request in writing. Wherever possible, we will offer an alternative booking of comparable type and quality for your consideration. We cannot be held liable for any incidental expenses that you may incur during arrangements for a booking that is subsequently cancelled by us. We cannot accept responsibility for Force Majeure – defined in these booking conditions as any specific event which we, as the supplier of the services, could not reasonably have foreseen, influenced or avoided. These include war, or threat of war, riots, civil strife, terrorism, contamination, pandemics, epidemics, extreme or unusual weather conditions, volcanic eruptions, cyclones, fire or flood, industrial disputes, changes to sports or conference itineraries, natural and nuclear disasters, flight cancellations or rescheduling by airlines or any similar or additional event beyond our control. We advise our guests to obtain a comprehensive travel insurance policy and to check if the policy obtained covers you for refunds.

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).

Please note: You agree to these Terms and Conditions at the time of booking and additional or specific Terms and Conditions related to your product of purchase.

Please review these Terms and Conditions and Pre-departure documents on our [website FAQ page](#) and throughout this document for more information.

For more information contact:

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World class wildlife experiences, local expertise

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