



NT Bird Specialists

Birding & Photographic Safaris

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World class wildlife experiences, local expertise

NT Bird Specialists' Terms and Conditions 2021

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.



COVID-19 Update: Special Terms & Conditions from 1 March 2020

NT Bird Specialists remain open for business and are taking bookings for post-restriction 2020 dates and beyond.

To address ever-changing Covid-19 interruptions and concerns, NT Bird Specialists are monitoring government advice closely and sourcing up to date information from our suppliers to determine appropriate actions. Health and safety of our guests and team is at the forefront of our decisions. Each guest will be contacted individually to discuss options if tours must be rescheduled or deposits credited. Guests may like to check travel insurance details re flights and other elements if not done already.

To assist our guests and continue to support our remote region suppliers, we have modified our Payment and Refund Policies for all of our tours which require rescheduling or cancellation due to Covid-19 pandemic and/or government advice and regulations-related force majeure events. Rather than NT Bird Specialists keeping the 20% non-refundable deposit (**Commitment Deposit**) for the tour, we will retain the deposit and convert it to an NT Bird Specialists' tour credit, and where possible reschedule the tour dates. The credit can be re-used for that tour or another tour with NT Bird Specialists and will be valid for use until the end of 2022.

We thank all our guests and suppliers for their flexibility and understanding as we navigate the evolution of Covid-19 impacts and look forward to touring with you all on the other side.



NT Bird Specialists' Terms and Conditions 2021

By confirming your booking, you acknowledge and agree to tour FULL Terms and Conditions sent at the time of booking. 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.

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

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.

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. 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.

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.

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).

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.

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 PayPal credit card online payments (service fees apply: 2.9% Australian cards and 3.6% international cards + \$0.30). 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.

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

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**). *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 to the tour departure 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 (of minimum group size) as a non-refundable Commitment Deposit when booking less than nine (9) months prior to departure, unless otherwise negotiated and confirmed in writing. An agreed date to meet minimum group size requirements will be set at time of tour agreement/development.

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.

** Applies to minimum group size

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.

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: Please review our full Terms and Conditions provided at the time of booking.

For more information contact:

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