

TERMS AND CONDITIONS

Karratha Visitor Centre - tour & accommodation booking

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TOURS

Pilbara Resources Tour

The Karratha Visitor Centre reserves the right to cancel a tour due to minimum requirement of people not met, bad weather, Rio Tinto site closure or for any safety reason. In the event that a tour is cancelled by the Karratha Visitor Centre, the opportunity to move to a tour date will be offered or a refund will be provided. In the event that a cancellation is received by a tour participant less than 24 hours prior to the commencement of a tour a 10% cancellation fee will apply. Closed in shoes, a long sleeved collared shirt and long pants are a must for all participating in the tour. Bookings are essential. Unfortunately children under 7 years of age are unable to participate in the Pilbara Resources Tour due to health and safety stipulations. A booking is not confirmed until confirmation is received from the Karratha Visitor Centre.

Discovery Cruising

Discovery Cruising reserves the right to cancel a tour due to minimum requirement of people not met, bad weather, inaccessibility of an area or for any safety reason. In the event that a tour is cancelled by Discovery Cruising, the opportunity to move to a tour date will be offered or a refund will be provided. In the event that a cancellation is received by a tour participant less than 24 hours prior to the commencement of a tour a cancellation fee may apply. A booking is not confirmed until confirmation is received Discovery Cruising.

Ngurrangga Tours

Ngurrangga Tours reserves the right to cancel a tour due to minimum requirement of people not met, bad weather, National Park closure, inaccessibility of an area or for any safety reason. In the event that a tour is cancelled by Ngurrangga Tours, the opportunity to move to a tour date will be offered or a refund will be provided. In the event that a cancellation is received by a tour participant less than 24 hours prior to the commencement of a tour a cancellation fee may apply. A booking is not confirmed until confirmation is received from Ngurrangga Tours.

Ningaloo Whale Shark Swim

Payment Terms

We prefer payment in full to minimise the chances of any complications arising with not receiving payment in full before the start of a tour. When customers book over the phone, our office staff can arrange to take a 20% non-refundable deposit at the time of making a booking as an alternative. Balance of payment on these bookings is required seven days prior to the tour departing, at which time this payment will be automatically charged to the customer's credit card. If this payment is declined, we will make at least two separate attempts to contact the customer via the mobile phone and email address they provided when making the booking to secure the balance owing. However, if we have been unable to secure the agreed payment in full 72 hours before tour departure, the customer will forfeit their deposit on the unpaid tickets, and we will then attempt to sell these tickets in the limited time available to us before the tour departs. (This is unfortunate, but we simply can't afford to go out with empty spaces that customers have reserved but not paid for that we could have sold to other customers.)

Rescheduling and Cancellations: You Cancelling or Rescheduling

You can reschedule your tour at any time up to 72 hours before your tour departs. Cancellations of your tour more than 2 weeks before departure date incur a 20% cancellation fee. Cancellations between 3 and 14 days before the date of departure of your tour will incur a 50% cancellation fee. There are no refunds or make-up tours if you cancel your tour less than 72 hours before departure, or fail to join your tour at the agreed location at the specified time.

Cancellations: Us Cancelling or Rescheduling

Cancelling tours is something we do everything we can NOT to do. However, occasionally due to safety concerns, weather conditions, factors beyond our control, mechanical breakdowns, or minimum passenger numbers required for a tour to depart not being reached, we do have to cancel or reschedule a tour. When this occurs, we commit and reserve the right to doing everything we can to deliver some form of enjoyable and substitutable tour experience to you for your money, including but not limited to rescheduling you onto our next available tour, placing you on another company's whale shark tour, or providing you with a similar land-based tour with similar activities, interpretation and catering to the equivalent or reasonable partial value of your whale shark tour. In those instances where this is not possible before you leave town, we will give you a whale shark tour voucher valid for the next three years for you to use when you are next in town that is sell-able or

transferable to another person. Alternatively, we may give you a full or partial refund for the price of your tour, depending on the circumstances of your tour, what activities had been completed prior to the tour being cancelled and the time the tour was cancelled, etc. However, by booking with us you are agreeing that Ningaloo Whaleshark Swim will not be held liable for any costs incurred by you relating to your holiday in general, that do not specifically relate to the day your tour was scheduled for, if we have to cancel a tour. These costs include any and all costs incurred by you in travelling to and from Exmouth, and any and all accommodation and meal expenses whilst in Exmouth.

Refunds

Ningaloo Whaleshark Swim has a Responsible Refunds Policy. Whilst not contradicting any other Terms and Conditions, this basically involves us taking full responsibility for any and all actions that we have taken or failed to take that has negatively impacted on our customers. We will offer a refund that is consistent with our actions, alternative tour experiences that have been providing as a substitute to your tour, and how much of your tour and what components of your tour were completed prior to the tour cessation being necessary. Under this policy, we also require our guests to each take full responsibility for any and all of their actions that are outside of our control or influence that resulted in them having a less than ideal outcome for their tour with us. Tour refunds are always based on the price actually paid by the customer, not based on the usual price of our whale shark tours.

Fully informing us of any and all medical conditions of relevance

All passengers are required to fully disclose and communicate to us any and all medical or physiological conditions or history that may impact on their ability to participate fully in a whale shark cruise, snorkelling or diving, in a normal manner and safe manner.

Weather conditions and extraordinary issues

Weather conditions will make the conditions of a number of whale shark tours each season less than ideal. Whilst this is outside of our control, we will do everything we can to ensure our passengers enjoy their tour regardless, and to minimise the impact of the weather conditions on our guests. However, we cannot be held responsible nor liable for less than ideal weather conditions during a tour. Similarly, it may become necessary to alter, reschedule, or change aspects of our tour because of weather or other extraordinary issues. In this instance, we will again do everything we can to ensure our passengers have the best possibly time they can whilst on our tour, including providing substitute tours to full or partial value if at all possible. However, we cannot be held responsible for

when such events occur, and accept no liability for the impact of such changes or associated issues on passengers.

No Guarantees as to Wildlife Possible

Ningaloo Whaleshark Swim makes no attempt to guarantee that customers will swim with whale sharks or see any particular marine or terrestrial life whilst on one of our tours. We do guarantee however that we will do everything we realistically can to make these things happen, and to do things as well as we possibly can so you can enjoy your experiences as much as possible.

Ningaloo Whaleshark Swim's Liability

Except to the extent required by law, Ningaloo Whaleshark Swim and its agents, employees and associated companies take no liability in the event of damage, personal loss, injury or sea-sickness of passengers. We will however do everything we can that is reasonably possible to assist in every situation that is brought to our attention.

Passenger liability for carelessness leading to loss of equipment

Ningaloo Whaleshark Swim will require customers to pay for any lost or damaged gear only in a situation where the customer's own carelessness or choices caused this outcome.

Photos and videos may be used for marketing purposes

Customers agree that all photos and videos taken by Ningaloo Whaleshark Swim's onboard photographer and videographer may be used for marketing purposes by the business without the need for approval from the company.

Customer reviews and feedback

Ningaloo Whaleshark Swim encourages all guests to provide feedback on how it can improve on what it does. (We love compliments too!) The company is committed to doing the right thing at all times, which includes making good on any mistakes it makes or negative impacts it has on any of its customers or other important stakeholders to the very best of our abilities. However, because of the significant risks to its brand and reputation, Ningaloo Whaleshark Swim requires each and every guest to agree, prior to boarding any of its vehicles or vessels, to agree to the following Social Media Condition. Before posting negative reviews or comments about the company on social media sites, or in the public domain, our guests commit to first raising any and all complaints about any aspect of our operations with the company's management directly, and providing us with a fair and reasonable

opportunity to make good and address any issues raised to the satisfaction of the customer. Guests failing to do this prior to placing any form of negative comment on social media sites or into the public domain expressly grant Ningaloo Whaleshark Swim the right and express authority to have any and all such comments the guest has posted to be removed on the guest's behalf, without any need to first notify the guest that we will be doing so. Subsequent to the removal of such comments, Ningaloo Whaleshark Swim commits to contacting the guest to work through the issues raised and addressing any and all issues of concern they have raised to the best of our ability, and to make good however and whenever appropriate. After this process, every guest then has the option and right to repost their comments in whatever forums they so choose.

Dives and Try Dives not guaranteed

Should no whale sharks be spotted before the afternoon snorkel and dive commences, or in inclement weather conditions, Ningaloo Whaleshark Swim reserves the right to cancel all free dives or Try-dives scheduled for that tour without paying the customers any form of compensation for this. (Paid dives or try-dives will be refunded in full in these circumstances.) This is necessary to allow the vessel to fulfil the primary purpose of the tour, and continue to search for whale sharks during this afternoon period, and / or to operate safely at all times.

Credit card fees and transactions

Customers acknowledge and agree to Ningaloo Whaleshark Swim adding a 1.5% credit card fee to cover the additional costs incurred by the company in taking this sort of payment from customers. Alternatively, directions to nearby ATM machines are available, and the company accepts cash payments and direct deposits straight into its bank account.

Booking fees

Ningaloo Whaleshark Swim reserves the right to charge an online or office or phone booking fee to orders, depending on the level of service requirements and associated costs with these. The company commits to minimising such costs and being able to fully outline the basis on which they are calculated to customers on request. A booking is not confirmed until confirmation is received.

ACCOMMODATION

The Ranges Karratha

24 hour cancellation policy will apply. Cancellations received with less than 24 hours will incur a charge equivalent to 1 night's accommodation. If breakfast was ordered this will also be charged for the 1st night. Cancellations made with more than 24 hours notice will receive a full refund on their deposit if one was taken by us. A booking is not confirmed until confirmation is received.

Eco Beach Resort

Cancellations received with less than 24 hours will incur a charge equivalent to 1 night's accommodation. A booking is not confirmed until confirmation is received.

Best Western Central Apartments

Once your reservation is confirmed your credit card will be charged the deposit presented to you at time of confirming the booking. The deposit is used as a form of guarantee for the reservation. Any cancellation will need to be received by Eco Beach Broome before 6:00 PM Western Australian Standard Time at least one week prior arrival. Failure to do so may result in a penalty charge processed through to your credit card to the value equal to 1 night's room rate. A booking is not confirmed until confirmation is received.

Best Western Karratha:

Changes and Cancellations are generally acceptable, but always check during the booking process for any cancellation fees or policies applicable to your stay dates. A booking is not confirmed until confirmation is received.

Karratha International Hotel

Should you wish to cancel this reservation, please advise us as early as possible as a cancellation fee will be charged if cancellation is made within 24 hours of the arrival date. Bookings secured by credit card will be charged the first nights accommodation in the event of a non-arrival or if a reservation is cancelled within 24 hours OF THE ARRIVAL DATE. This means that a reservation must be cancelled prior to 23:59 two days prior to the arrival date of the reservation. If a reservation is cancelled a

cancellation number will be issued. This number is confirmation of cancellation. Without a cancellation number there will be no guarantee that the reservation has been cancelled. A booking is not confirmed until confirmation is received.

Karratha Village

Cancellations received with less than 24 hours will incur a charge equivalent to 1 night's accommodation. A booking is not confirmed until confirmation is received.