



TIWI ISLANDS ADVENTURES

Melville Island Lodge

"Remote & Remarkable"

TIWI ISLANDS ADVENTURES TERMS & CONDITIONS

Wulirankuwu Trust (ABN 96 600 956 179) trading as Tiwi Island Adventures, Melville Island Lodge may from time to time amend, update or change its website including the terms and conditions and pricing without prior notice. Tiwi Islands Adventures does not accept any liability of whatever nature for acts, omissions or default, whether negligent or otherwise, of those service providers in connection with any bookings. We do not accept liability in contract or tort for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control.

RATES AND PRICES

All prices and costs are quoted in Australian Dollars.

QUOTATIONS

All quotations are subject to availability of services quoted and are not guaranteed until deposits are received, and the booking is confirmed by Tiwi Islands Adventures.

PACKAGE PRICES INCLUDE

- accommodation on a single or twin share basis;
- all meals and non-alcoholic refreshments;
- fully guided fishing and use of fishing equipment (except fly fishing);
- return airfares between Darwin and the Tiwi Islands
- Tiwi Islands fishing & entry permits;
- specified non fishing activities; and
- Goods & Services Tax (GST).

LUGGAGE

A luggage restriction of 10kgs per person applies on flights into and out of the Tiwi Islands. No responsibility is accepted by Tiwi Islands Adventures for loss or damage to luggage or any of your belongings. Appropriate travel insurance is recommended for the personal effects for all participants.



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PARTICIPATION

As a participant, you must at all times comply with all reasonable directions, guidance and instructions given by Tiwi Islands Adventures management and staff to maintain your personal health and safety and that of all participants. For the benefit of all participants, Tiwi Islands Adventures reserves the right to accept or reject any person as a participant, and to remove from the trip any participant whose conduct is deemed:

- inappropriate;
- likely to endanger or give discomfort to other participants or staff; or
- incompatible with the interests of the other participants.

In such an event, Tiwi Islands Adventures is not liable for any direct or indirect costs, losses or expense incurred by the participant and no refund of any fees will be given. Tiwi Islands Adventures reserves the right either during or after a trip to recover from you any of the following costs:

- any compensation Tiwi Islands Adventures may have to pay to any other participant because of your conduct;
- any property or accommodation damages caused by you; and
- any other fees, charges or levies Tiwi Islands Adventures may incur because of your actions or omissions.

As a participant, you are also requested to conduct yourself in a manner that is sensitive to the Tiwi Island indigenous people, the traditional owners of the Tiwi Islands.

CATCH & RELEASE FISHING

Tiwi Islands Adventures actively promotes "Catch and Release" fishing. This means that all fish caught which are surplus to the immediate requirements of the Lodge are released.

USE OF FISHING EQUIPMENT

With the exception of fly-fishing equipment, Tiwi Islands Adventures provides participants with the use of fishing rods, reels and fishing lures plus other fishing tackle we consider appropriate for your fishing trip. In doing so, Tiwi Islands Adventures reserves the right to recoup from you the full cost of replacing or repairing any fishing tackle lost or damaged whilst in your possession.

PHYSICAL CAPACITY

All participants warrant that they have the physical capacity and sound mobility to participate fully in the trip. Due to the remote and rugged location we operate in:



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- Tiwi Islands Adventures reserves the right to request a doctor's certificate from a participant prior to or at any time during the trip to confirm that the participant is physically able to undertake or continue the trip; and
- All participants represent and warrant to Tiwi Islands Adventures that they are in good health and sound medical condition prior to and during their trip.

Tiwi Islands Adventures, in its sole discretion, reserves the right to request a participant cease the trip if, in the opinion of Tiwi Islands Adventures, its employees/agents, that a participant is not physically able to continue the trip unassisted. In such an event, Tiwi Islands Adventures is not liable for any direct or indirect costs, losses or expense incurred by the participant.

Prior to booking a trip you must notify Tiwi Islands Adventures of any special medical or dietary requirement that you have.

BOOKINGS AND PAYMENTS

Changes to the Itinerary

If for any reason, Tiwi Islands Adventures feels it needs to make a change to your itinerary due to extreme weather conditions or circumstances beyond our control, it will notify you immediately. Tiwi Islands Adventures reserves the right to amend any part of the itinerary at its discretion. Any situation, which may make conditions unsafe or uncomfortable, may result in changes to the itinerary. These decisions are final and may not be disputed during or after the trip.

Travel Insurance

Tiwi Islands Adventures strongly recommends travel insurance to cover you for cancellation due to unforeseen circumstances, medical attention and loss of personal items.

Payments

Payment of the deposit is acknowledgement that you have read and agree to be bound by these Terms and Conditions and the Cancellation and Postponement Policy, which cannot be varied except in writing by an officer of Tiwi Islands Adventures.

- A 25% deposit (per person) must be paid within 7 days of making a booking. This will confirm your booking and reserve your trip dates.
- All bookings must be paid in full at least 30 days prior to your arrival at Melville Island Lodge. In the event that full payment is not received within 30 days, we reserve the right to treat the booking as cancelled.
- If bookings are made less than 30 days prior to your arrival, full payment is required upon booking confirmation.
- If member numbers of a group booking reduce below originally booked numbers, Tiwi Islands Adventures reserves the right to re-price the group booking.



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- In the event you cut short your stay once your trip has commenced, the full package charge will still apply.
- The person who makes the group booking will be accepting these terms & conditions on behalf of his or her group. It is this person's responsibility to ensure all members of the party are aware of and accept all of the terms & conditions and of the obligations contained in them

Payment can be made via cheque or electronic funds transfer. If Tiwi Islands Adventures has agreed a credit facility with you, all invoices must be paid within 7 days of issue, unless otherwise agreed.

Trip Postponement

If postponement occurs 60 days or more prior to a scheduled trip commencement, the deposits will be held for up to 12 months until alternate booking dates can be arranged. If postponement occurs within 30-59 days of scheduled trip commencement, you will be charged a 10% of trip package cost postponement fee. If postponement occurs within 30 days of scheduled trip commencement, you will be charged a 20% of trip package cost postponement fee. In the event Tiwi Islands Adventures considers it necessary to postpone your trip due to extreme weather or other circumstances beyond our control, your full payment will be held for up to 12 months until alternate booking dates can be arranged.

Trip Cancellation

If Tiwi Islands Adventures or you cancel your trip 60 days or more prior to scheduled trip commencement, and no alternate trip dates are agreed, your deposit will be refunded in full. If you cancel your trip within 30-59 days of a scheduled trip commencement, you will be charged a 20% of trip package cost cancellation fee plus any non-recoverable costs incurred. If you cancel your trip within 30 days of a scheduled trip commencement, you will be charged a 50% of trip package cost cancellation fee plus any non-recoverable costs incurred. All cancellations must be sent to Tiwi Islands Adventures in writing. The amount of any cancellation or postponement fee charged will be deducted from any money received before a refund is made. We strongly recommend you purchase travel insurance.

Refunds

No refunds will be made for availed services once trip arrangements have commenced. No guarantee is provided or warranted that any refund will be available. All refund requests must be in writing, and made direct to us. Claims must be made within 30 days of completion of the trip.

LIABILITY

Acknowledgment of risks

You acknowledge and confirm that:



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- You understand that the conditions of Tiwi Islands Adventures are by nature rugged and potentially dangerous;
- You accept all risks (whether to person or to property) associated with those conditions including without limitation any risk from wildlife and weather;
- Tiwi Islands Adventures makes no representation or warranty (whether expressed or implied) concerning the weather, fishing productiveness or that the trip will otherwise meet your personal expectations; and
- To the extent permitted by all warranties other than those expressly contained in this document are excluded.

To the full extent permitted by law you release and discharge Tiwi Islands Adventures, its employees, agents and representatives from all costs, damages, expenses, and losses that you suffer or may suffer as a result of such risks.

To the full extent permitted by law, Tiwi Islands Adventures:

- (a) whilst acting in good faith, does not accept any responsibility for default causing loss or injury to person or property whether by negligence or otherwise on the part of any company, firm or their employees or any individual providing any facilities for any person taking advantage of a package trip; and
- (b) is not liable for any loss, damage, cost or expense suffered by any person or any additional expenses caused or occasioned by delays due to adverse weather, unsuitable conditions, illness, injuries, strikes, civil disturbances or whatsoever in nature interfering with, altering or adding to the cost of the service or accommodation requested or booked.

Responsibility for third parties or conduct of others

- (a) Neither Tiwi Islands Adventures nor its agents or co-operating organisations will be responsible for any cancellations, delays, diversions or substitution of equipment or any act of omission whatsoever by air carriers, hotels, transportation companies, or any other persons providing any of the services and accommodations to participants including any results thereof, such as changes in services or accommodations necessitated by the same. Nor shall they be liable for any loss or damage to baggage or property, or for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error, or negligence of any person not its direct employee or under its exclusive control.

Tiwi Islands Adventures is not responsible for any criminal conduct by third parties.

- (b) Where the participant occupies a seat fitted with a safety belt, neither Tiwi Islands Adventures nor their agents or co-operating organisations will be liable for any injury, illness or death or any damages or claims whatsoever arising from any accident or incident if the safety belt is not being worn at the time of such accident or incident.



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- (c) Transportation companies, airlines etc, are not to be held responsible for any act, omission or event during the time participants are not on-board planes, transportation or conveyances.

Governing Law

All matters concerning this booking will be subject to the laws of the Northern Territory of Australia and legal action arising under this contract shall be litigated on in the appropriate Court having jurisdiction at that State which Court both parties acknowledge to have exclusive jurisdiction in relation of any legal action brought under these terms and conditions.

Errors and Omissions

Every effort is made to ensure accuracy at the time of going to press, however Tiwi Islands Adventures cannot be held responsible for printing or typographical errors (including electronic publications), or errors arising from unforeseen circumstances.

Entire Agreement

This document represents the entire agreement between the participant and Tiwi Islands Adventures.