

Ningaloo Reef Dreaming Pty Ltd's Terms and Conditions

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Ningaloo Reef Dreaming Pty Ltd offers tours based out of Exmouth in Western Australia, and trades using the registered business names Ningaloo Whale Shark Swim and Ningaloo Dive Exmouth.

Our Terms and Conditions

The following Terms and Conditions outline the agreement between you, on behalf of the guests you are booking our tour for, and our company. Please read them carefully and pass them on to all individuals you have booked this tour for too.

We have tried to keep these Terms and Conditions very simple and straightforward but if we can clarify what any of them means, or why it is necessary, please don't hesitate to contact us. Our aim is to provide an Agreement between us that results in you enjoying your tour safely, and us being able to provide you with this sustainably.

You, or your booking agent, or the individual who booked your tour on your behalf, have

- a) three days from either the date the booking was made, OR;
- b) if the date you booked your tour is less than fourteen days but more than seven days before your tour, 24 hours after the time of making your booking OR;
- c) if the date you booked your tour is less than seven days before your tour, 3 hours after the time of your booking;

to raise any aspect of this Agreement with our company. We will then either agree to amend these Term or Condition(s) to suit, or provide you with a full refund less any third party fees incurred.

If you do not raise any issues within the relevant time period detailed above, you, on behalf of all guests for whom you are booking our tour for, agree to abide by the following Terms and Conditions and to be bound by them in your dealings with Ningaloo Reef Dreaming Pty Ltd, its employees, agents, other dive and tour operators on which we book you, our contractors, and all parties having an ongoing relationship with the company Ningaloo Reef Dreaming Pty Ltd, trading as "Ningaloo Whale Shark Swim" and "Ningaloo Dive Exmouth".

Payment Terms

We require payment in full when you book with us. For an additional admin fee of \$20, you can instead pay a 20% deposit when you book using your credit card or debit card. In this case, the balance of your tour booking will be charged to this same credit card 21 days before the date of your tour. If this payment is declined, we will attempt to contact you by email and phone to secure payment of the balance owing on your tours, using the mobile phone number and email you have provided when you made your booking. However, if we

are unable to secure payment for the 80% balance owing on your tour after making these two attempts, we may then – with a great deal of regret – cancel your booking and sell your seats to other guests as soon as practical. No refund of your deposit is then due or payable to you.

If you make your booking less than 21 days before your tour date, you will be charged in full at the time you make your booking.

You agree that booking platform fees and merchant fees incurred by you when making your booking will not be refunded by our company.

International payments: You agree that all fees and charges associated with any payment made by us to a foreign bank account on your behalf will be deducted from the total amount to be paid to you, , and that our company is to be paid an additional \$40 fee for the admin costs associated with this.

REFUND AND SERVICE FEE POLICY : You cancelling or rescheduling

We urge all of our guests to take out travel insurance for when bad things happen unexpectedly! We unfortunately are unable to take responsibility for guests cancelling if the reason(s) for this do not relate to us in any way.

(Examples of reasons for tour cancellations that have nothing to do with us include illness or pregnancy, flights being changed or missed, mechanical breakdowns, changes relating to employment or relationship status or requirements, sleeping in, not bringing the necessary documentation or cash we have informed you are required for you to participate in your tour, family emergencies in the family etc. Please note that these are examples only and are not intended to be comprehensive in nature.)

If you cancel or reschedule more than 21 days before the departure time and date of your tour, you can either:

- Reschedule your booking to one of our later tours within the next three years, or
- Receive a refund of the price of the tours you booked with us less a \$50 service fee to cover our costs of making and managing the booking and subsequently refunding this amount to the credit card you used to make your booking.

If you cancel or reschedule between 21 days and 7 days before the departure time and date of your tour, you can either:

- Reschedule your booking to one of our later tour within the next three years.
- Or receive an 75% cash refund of the price you paid to book our tour, which we will credit back to the credit card you booked with.

If you cancel or reschedule between seven and three days before the departure time and date of your tour:

- If we cannot resell your cancelled or rescheduled tickets before the scheduled start time of your tour, you will not receive any refund for your tickets or be issued any form of tour voucher and will be required to pay for your future booking in full.
- If we can resell your cancelled tickets, you can reschedule your booking to one of our tours within the next three years for an additional \$50 booking fee OR receive a 66% cash refund of the price you paid to book our tour, paid back to the credit card you booked with.

If you cancel or reschedule 3 days or less before the departure time and date of your tour:

- If we cannot sell your tickets before the scheduled departure date of your tour, no refund is payable to you, nor will we issue you with any tour voucher or credit towards a future booking.
- If we can sell your tickets before the time of your scheduled tour, then we will refund you 50% of the price you paid to book on our tour to your credit card, or you can book onto one of our tours in the next three years with the only cost being an additional \$50 booking fee.

Third party bookings

If you booked through a travel agent or online booking service, and they have not yet paid us for your booking, you will need to organise your refund through them. (This is because they still have your money in their bank account.) Be aware that the agent may deduct the cost of their booking commission from the amount you have paid for your tour booking when refunding you, and deduct any amounts we are owed for your cancelled tour also.

If your agent has already paid us, your refund amount will be based on the amount they paid us for your tour, after they have deducted their booking commission, and after the amounts we deduct as per the timeframes relating to you cancelling or rescheduling outlined above.

Bookings paid wholly or partly with a voucher

If you have paid for your tour booking with a voucher, and cancel, we will issue you a replacement voucher for a value consistent with the above details relating to when you cancel or reschedule your tour within specific timeframes. This voucher's expiry date will be three years from the date the originating voucher you used to make the booking was issued.

Refund payments to Australian and international bank accounts

If we need to refund money into your bank account rather than charging it back to your credit card:

- we will deduct \$10 to cover the costs and fees involved in making deposits to your Australian bank account
- we will deduct \$40 for deposits to international bank accounts.

Cancellations : Us Cancelling or Rescheduling

Cancelling tours is something we do everything we can NOT to do. However, occasionally we do have to cancel one or more tours due to safety concerns, weather conditions, factors beyond our control, mechanical breakdowns, minimum passenger numbers required for a tour to depart not being reached, or force majeure events including acts of God, natural disasters, government action or restrictions, labour shortages, national emergencies, pandemics or outbreaks of disease, and acts of war.

When this occurs you can choose either to:

- be rescheduled onto our next available tour during your planned stay in town, or
- obtain a full refund for your booking less a \$50 non-refundable charge for the admin, financial, infrastructure and platform costs incurred in initially taking, then managing and refunding you your booking. (We will refund you as per the above within fourteen days of your booked tour if we haven't heard from you since.)

However, by booking with us you are agreeing that Ningaloo Reef Dreaming PL will not be held liable for any costs incurred by you whatsoever that relating to your holiday or travel in general, and that the total amount you seek from us will be no greater than the amount you paid us for your tour booking less credit card fees and booking platform fees you incurred when making your booking.

Cancelling or Rescheduling Your Tour due to Covid

Our normal conditions apply to you cancelling or rescheduling due to Covid, with a single exception. If you have to cancel due to Covid less than seven days before your scheduled tour date, we will refund you 50% of what you have paid us for your seats on your scheduled tour, regardless of whether we sell these tickets or not. We require you to provide us with the original paperwork of your positive PCR test to qualify for this refund, and authorise us to confirm the validity of this with the issuing organisation else our standard conditions will apply.

Bookings using Vouchers

If you have used a voucher of any sort to pay for your tour booking, fully or in part, you can either:

- Reschedule your tour to a later date
- Or we can re-issue you with a voucher with the same expiry date as the original voucher you used to book your tour

We do not refund vouchers after they have been used to make a booking in any circumstances.

Refunds for Agent Bookings

If the travel, tour or booking agent, or Visitors Centre, or third party that you booked your tour through has not yet paid us for your booking, you will need to organise your refund through that organisation directly. This is because they still have your money and we haven't received it. However, if this organisation has already paid us for your tour, you agree that our company does not have to refund you the portion of your booking that this organisation has charged us for making the booking on your behalf. (This amount is generally between 10-25% of the total price you paid.)

Refunds

Ningaloo Reef Dreaming PL 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, 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, and to not hold us responsible for events and issues that arise that are beyond our control and have nothing to do with us.

Tour refunds are always based on the price actually paid by the customer, not based on the usual price of our tours.

We specifically will not provide you with a refund if you do not turn up for your tour because of:

- medical emergency
- mechanical breakdown
- death in the family
- sleeping in
- arriving at the wrong pickup location, or arriving late for your pickup after our bus / tour has left, etc.

Whilst we will do everything practical to get you out on another of our tours whilst in town on a standby basis – that is, if there is a vacancy on a tour whilst you are in town, you can go out for free + \$20 per person in your party to cover the additional catering costs, we are not able to pay you a refund or give you a repeat tour voucher in the above situations, and other situations like them, given they have absolutely nothing to do with us. You specifically agree to accept our position regarding whether or not a refund should be paid to you for any

situation that we have no way of controlling or influencing.

We strongly urge and recommend all guests to take out travel insurance to cover themselves for the cost of their tours should something untoward happens during your holiday. You agree that we are not a travel insurance company, and that you do not expect us to act as such and reimburse you for costs that have nothing to do with our actions. We never refund credit card surcharges or booking platform fees.

Fully informing us of any and all medical and operational conditions of relevance.

Every guest coming on a tour with us is required to fully disclose all information about their own medical, dietary, physiological or psychological conditions or history that we reasonably need to know to be able to provide them and all guests on their tour with a safe and enjoyable tour experience. Customers booking with us are also required to provide this information for each and every member of the party they are booking onto our tour. You are required to provide us with any significant changes to any member of your party prior to your tour date, within 6 hours of this occurring.

Weather conditions and extraordinary issues

Weather conditions will make the conditions of a number of 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, you agree that we cannot be held liable for less than ideal weather conditions during one of our tours, nor the need to vary the tour itinerary or truncate the tour if necessary. Specifically, no refund is payable to a guest if more than 50% of a tour activity is completed when the tour is cancelled, or their swimming group has successfully swum with a whale shark, or whale, prior to their tour being cancelled, or completed at least 30 minutes of a dive on a dive site.

Similarly, it may become necessary to alter, reschedule, or change aspects of our tour because of weather, medical emergencies, or other extraordinary issues. Should this happen, you explicitly agree not to hold the company responsible for such events, nor the impact of such changes or events on your tour experience, including your tour having to be cut short in emergencies etc.

No Guarantees as to Wildlife Possible

Ningaloo Reef Dreaming Pty Ltd makes no attempt to guarantee that customers will swim with whale sharks or humpback whales, or see any particular marine or terrestrial life whilst on one of our tours. We do guarantee that we will do everything that is reasonably possible to make these things happen, and to do things as well as we possibly can so you can enjoy your tour experience as much as possible on any particular day.

Ningaloo Reef Dreaming Pty Ltd's Liability

Except to the extent required by law, Ningaloo Reef Dreaming Pty Ltd 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

You explicitly agree to pay for any lost or damaged gear or damage to the company's assets that occurs as a result (direct or indirect) of a customer's carelessness or choices. Should customers borrow our snorkel gear during their tour or their stay in town, and not return it, they agree that we may charge the cost of replacement snorkel gear to their credit card without requiring their express permission to do so.

Photos and videos may be used for marketing purposes

Customers agree that all photos and videos taken by Ningaloo Reef Dreaming's onboard photographer and videographer may be used for marketing purposes by the business without the need for approval from the customer for a period of up to five years after their tour. Should a guest have an issue with us using their photo, we commit to immediately cease using this photo or video for marketing purposes for all marketing initiatives undertaken from the date of so being informed by the guest.

Customer reviews and feedback and our Social Media Terms and Conditions

Ningaloo Reef Dreaming Pty Ltd encourages all guests to provide feedback on how it can improve on what it does. Our team is committed to doing the right thing at all times, which includes making good on any mistakes we make.

However, you acknowledge the significant risks to Ningaloo Reef Dreaming Pty Ltd's brands and reputation of social media comments or views published in the public domain by one of our guests, and agree to abide by the following when publishing such information online:

1. You agree that the act of you boarding one of our vehicles or vessels represents your voluntary agreement to fully abide by Ningaloo Reef Dreaming Pty Ltd's Social Media Terms and Conditions as per the following.
2. Prior to posting any negative comment about the company, you agree to contact the company to raise this issue with one of the company's managers.
3. You agree to provide the company with a fair and reasonable opportunity to address any of your concerns.
4. You agree to include your unique Booking Number on the confirmation email sent to you by Ningaloo Reef Dreaming Pty Ltd within any comment or review you or your agents publish online, so that the company can review the specifics of your tour with the team

hosting you on your tour that day.

5. If you fail to do any of the above, you expressly grant Ningaloo Reef Dreaming Pty Ltd the right and unreserved authority to act on your behalf and have all negative comments you have posted about the company removed until such time as you comply with the above.

Dives and Try Dives and Photos and Hire Cameras and Hire Gear and Free Giveaways not guaranteed

Ningaloo Reef Dreaming Pty Ltd reserves the right to cancel any and all tour extras purchased by a guest when making a tour booking, or that were given away as a free extra when guests booked their tour with the company. All moneys paid for such items or experiences will be refunded in full, however, you explicitly accept that no form of compensation will be paid for any cancelled items or experiences that were offered for free as part of a booking.

Booking Fees

Customers acknowledge and agree to Ningaloo Reef Dreaming Pty Ltd adding a booking fee and or a credit card fee for the full amount of the costs incurred by the company, and no more, when taking a tour booking or sale. Directions to nearby ATM machines are available that save the guest this fee if they so choose to pay by cash.

Providing the credit card used to pay for this booking on request

Should this booking have been paid for by credit card, customers must agree to presenting the credit card used to make the payment to the company immediately on request. Should the customer choose not to, or be unable to, present this credit card on request, the company reserves the right to cancel the customer's booking immediately. We need to be able to do this due to the increasing rate at which stolen or illegal use of credit cards is occurring. Every customer expressly grants the company the right to cancel their booking should the customer be unable to provide an alternate credit card on request, without any recompense being payable to the customer.

Ongoing Amendments

The company reserves the right to amend its Terms and Conditions from time to time, as required by the company's operation and environment, and commits to ensuring such changes do not decrease the value of the customer's purchase should such changes be necessary.

In the event of the company having to cancel its tours because of reasons beyond its control, or its terms and conditions, guests that have been rebooked onto another tour, or

have been issued a voucher, do not have the option of receiving a full refund if this was not available when their original tour was cancelled. They will be reissued a voucher instead.

Gift Cards and Tour Vouchers are NOT refundable for cash

Please note gift cards and gift vouchers are not refundable for cash. Bookings on any of our tours using a voucher at any stage of the process are viewed to be “bookings made by voucher”. No cash refunds will be paid on these tour bookings should they subsequently be cancelled by either the customer or the company.

Diving Terms and Conditions

For all our diving tours, and diving during our tours:

We reserve the right to change the location of your dive tour, or reschedule the date or time of this tour, if the weather conditions make the original location unsafe or unenjoyable. We commit not to doing this if it can reasonably be avoided. We also require minimum numbers of passengers to run a dive tour. We reserve the right to reschedule or cancel your tour if necessary.

We require you to be a Responsible Diver at all times. This includes taking full responsibility for the care and use of your gear, and authorising us to automatically charge your credit card for the costs of any and all repairs and replacements resulting from your actions at our discretion. It also includes always diving with your buddy from the start to the finish of your dive, surfacing with at least 50 bar left in your tank, observing all No Decompression Limits, and organising your travel so there is at least 24 hours after your dive before you fly.

If you have booked a SCUBA dive with us as a Certified SCUBA diver, you agree to produce your dive certification card prior to, or at the start of, your tour. You explicitly agree to our No Card = No Dive rule applies, and that you will not be refunded for your dive if you are unable to provide proof of your Certification by the start of your dive. If you are not able to access your Dive Certification Card, we can do this for you online at our Office in the days leading up to your dive for a \$10 fee. Alternatively you can go online to your certifying body's website and order a replacement card – be sure to do this well before the date of your tour to ensure it arrives before your dive.

If you haven't dived in the last 12 months, or you can't demonstrate that you have done more than 100 logged dives, you will need to do a Skills Review and Refresher Dive with a dive instructor or Dive Master prior to the day of your tour. Please organise this well beforehand. Additionally, we strongly recommend and reserve the right to require divers on our tours to do a Skills Review and Refresher Dive prior to doing a dive tour with us if they have not dived for a considerable period of time.

Flying After Scuba Diving

Divers Alert Network (DAN) offer the following guidelines for flying after scuba diving:

- For a single no-decompression dive, a minimum pre-flight surface interval of 12 hours is suggested. For multiple dives per day or multiple days of diving, a minimum pre-flight surface interval of 18 hours is suggested.
- If you have symptoms after diving and you are planning to fly (or drive to altitude), we suggest that you call a DAN-supported diving hotline and seek advice prior to doing so. Sometimes symptoms can worsen significantly during or after being at altitude.
- If you are unable to dive due to an upcoming flight you will need to reschedule as per the normal transfer conditions.

For dive tours on the Exmouth Navy Pier:

In addition to the above Diving Terms and Conditions, additional Terms and Conditions apply specifically to this dive tour:

- 1) The Exmouth Navy Pier is a fully operational military facility. All directions from any authorised personnel or members of our dive team must be followed immediately. (By all means ask for an explanation about why you were asked to do something during your tour if you want one... but please do this after you have done it!)
- 2) This is STRICTLY a No Smoking Dive tour from the moment we board our tour bus, given the Pier dive site is underneath a Jetty used to provide fuel to Defence operations.
- 3) EVERY diver MUST produce an original Australian Driver's License, or a valid Passport, to enter the base. Divers under 18 need to have their photographic ID approved by Defence (e.g. Student Card) before the date of their tour if they do not have a Passport.
- 4) Divers must bring \$50 cash or their credit card with them to pay the Access Fee to the dive site to Defence and its subcontractors to cover the costs of Defence providing ongoing access and security to divers to the Exmouth Navy Pier. **IMPORTANT** : No access to the Navy Pier is possible without first paying this Access Fee.
- 5) Ningaloo Reef Dreaming Pty Ltd has no control over the times of the dives each day, or if we can do a single dive or a double dive on a particular date – these are entirely tide-determined.
- 6) The Exmouth Navy Pier is an intermediate dive site because of:
 - a. the currents and tidal movements at the site,
 - b. how the dive site is accessed and exited from, and
 - c. the dive site being in a confined space, where divers are surrounded by a fixed structure which itself is covered by fragile marine life, and with potential hazards around the site.To dive this site, divers must either be able to demonstrate they have done more than 100 logged dives, or dived in the last 12 months, or they may be required to complete a Skills Review and Refresher Dive prior to their tour.
- 7) Divers must maintain control of their buoyancy and awareness of their surroundings throughout the course of their dive. Divers repeatedly causing harm or potential harm to fellow divers, or to the marine life in this Sanctuary Zone, may be required to end their dive early and exit the water. No refund will be payable in this situation.
- 8) Divers MUST dive the times allocated for their dive during their dive briefing, and by their dive guides. Overstaying your dive times is both potentially very dangerous (given large ,

very strong tidal movements on the site) and may seriously impact other divers' tour experiences. You agree to pay to Ningaloo Reef Dreaming Pty Ltd all costs associated incurred as a result of you knowingly or unknowingly over-staying your allocated dive time, with these costs including but not limited to costs of rescue if necessary and costs of refunds payable to other divers whose dive tours are significantly impacted by this.

9) Divers must be fit and confident to be able to do this dive, including doing a 3 metre "giant stride" entry to enter the water to start their dive, and climb up a 3m steeply sloping stairway to exit the water at the end of their dive, wearing all dive gear except fins.

10) Defence will occasionally require divers on this tour to enter and exit the dive site from the shore. Divers must be capable of a shore entry and exit in beach sand and in swell to do this dive, and may be required to walk a distance of up to 150m in their dive gear in this instance.

11) You accept that weather conditions may require us to:

a) reschedule you onto another dive time earlier or later on the day of your dive – so please leave the entire day free for your Pier dive tour on your booked date

b) cancel one of your dives if you have booked onto a double dive. You will then be refunded the difference in price between a single Pier dive and a double Pier dive.

c) You accept responsibility for all dive gear we provide you with for your dive tour, and authorise Ningaloo Reef Dreaming Pty Ltd to charge the cost of all gear loss or damage that occurs as a result of your actions to your credit card without requiring your explicit approval to do so.

For our dive boat tours

1) You accept that weather conditions may require us to change dive sites to provide you a safer or more enjoyable dive experience.

2) You accept responsibility for your sea sickness and taking suitable medication to manage this.

3) You accept responsibility for all dive gear we provide you with for your dive tour, and that your credit card will be charged for gear loss or damage that occurs as a result of your actions.

For dive courses you book with us:

1) You acknowledge we require a minimum number of students to run a course, and that we have the right to cancel the course the day before it is scheduled to start if minimum numbers are not met.

2) You agree to leave one or two days free at the end of your scheduled course date(s) should bad weather or other issues arising require us to reschedule your course date(s). (We absolutely commit to not doing this if we can possibly avoid it!)

3) All course fees must be paid for in full seven days before your course, or on the day of your booking if you book a course less than seven days before its start date.

4) You accept responsibility for all dive gear we provide you with, and you authorise us to charge to your credit card the costs of gear lost or damaged as a result of your actions.

5) We commit to refunding you for any uncompleted components of your dive course, and the necessary paperwork so that you can complete this elsewhere if we are unable to complete your course within two days of the scheduled end date.

6) You agree to completing all required components of your course prior to the due date, and to incur any costs associated with you failing to do this.

7) You must successfully complete the Medical Questionnaire required for your course, and a Dive Medical if this is required, at least seven days prior to the date of your course commencing. Any issues arising when you answer Yes to any question will require you to get independent medical clearance for before you can start your course. You will be required to complete another similar questionnaire at the start of your course, and if you answer Yes to any of the contra-indicators on it, you will not be able to participate in your course nor will you receive a refund for your course.

8) Costs of PADI course components are not refundable once they have been activated.

9) Dive Medicals are usually not available in Exmouth. Please make sure you have factored in the cost of a Dive Medical when budgeting to do your course as we do not refund because of the total cost.