

WEBSITE TERMS AND CONDITIONS

Welcome to <https://www.forestexplorers.com.au/> (**Website**).

Please read these terms and conditions carefully.

This Website is owned and operated by Alison Wendy Melvin trading as Forest Explorers (ABN 24 483 432 325) of 156 Throssell St, Collie WA 6225 (**Forest Explorers**).

By using this Website or using any service provided by Forest Explorers through our website, you agree to be bound by these terms and conditions and any policies which may be applicable, including Forest Explorers' Privacy Policy.

If you do not agree with any of these terms and conditions, please exit Forest Explorers' website and contact us directly with any queries you may have.

Intellectual Property

Forest Explorers owns or is authorised to use the intellectual property, including copyright, in all content on this Website.

We expressly reserve all intellectual property rights in the Website and its contents. You may not copy or reproduce any of Forest Explorers' intellectual property without Forest Explorers' consent except as permitted by law.

The contents or products of this site, or any portion of it, may not be modified, published, transmitted, displayed, transferred or sold by you.

Booking Terms

Forest Explorers' tour booking terms are as follows:

- A minimum deposit of 20% of the tour cost must be paid at the time of booking a tour.
- The balance of the tour cost must be paid no later than 30 days before departure of the tour.
- Bookings within the 30-day period must be paid in full at the time of booking.

Private tours are invoiced and paid via invoice, and additional terms may apply.

If the above payment terms are not met, the customer risks their place on the tour being forfeited. We reserve the right to cancel your booking by the following cancellation procedure if the above booking terms are not met.

Cancellation

If you cancel your booking for a tour the following shall apply:

For multiple days tours and tours of more than 4 hours in duration:

(a) more than 30 days before the intended date of the tour, we will refund the cost of the tour excluding any deposit paid; and

(b) less than 30 days before the intended date of the tour, we will retain 100% of the cost of the tour.

For day tours of 4 hours or less:

(a) more than 3 days before the intended date of the tour, we will refund the cost of the tour; and

(b) less than 3 days before the intended date of the tour, we will retain 100% of the costs of the tour.

You may be offered an alternative tour or date at our discretion.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to verify receipt of any refund.

All cancellations must be received in writing by Forest Explorers and are not effective until the notification has been received.

Service Rights

The right to use any service offered by Forest Explorers is personal to you and is not transferable to any other person or entity.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to Forest Explorers' services and or this Website, or any content published or forming part of it, whether express or implied.

Forest Explorers' services come with guarantees that cannot be excluded under the Australian Consumer Law (**ACL**).

- You may be entitled to a replacement service or part of a service, or refund if there is a major failure of Forest Explorers' service, and compensation for any other reasonably foreseeable loss or damage.
- Under ACL you are entitled to require that we fix any problem with Forest Explorers' service if a service fails to be of acceptable quality and the failure does not amount to a major failure.

Forest Explorers' total liability arising out of or in connection with your purchase and or use of Forest Explorers' services or Website, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent cost for the last service purchased by you.

Tour Requirements

We reserve the right to reasonably alter our tours if required for any reason.

All Forest Explorers' tour participants will be required to complete a waiver before the tour.

To participate in our tour, you must meet certain prerequisite requirements, which may include medical and fitness requirements. These requirements are put in place to ensure your safety and enjoyment of the tour.

Any requirements will be communicated to you, either on our website, in our waiver, or directly to you.

Before booking your tour, you must carefully review the tour itinerary, including any physical activity involved, to ensure that you are comfortable with the requirements. You must ensure you meet all prerequisites at all times, and communicate any failure to meet these to Forest Explorers immediately.

If you have any medical conditions or concerns that may affect your ability to participate in the tour, please contact us before booking. We will do our best to accommodate your needs, but please note that we may not be able to modify the tour to meet your requirements.

In some cases, we may require you to provide a medical certificate or other documentation to confirm that you meet the prerequisite requirements for the tour.

If you do not meet the prerequisite requirements for the tour, we reserve the right to refuse your participation in the tour.

By booking our tour, you acknowledge and agree that you have reviewed the tour itinerary and meet the prerequisite requirements. You also acknowledge and agree that you participate in the tour at your own risk and that we will not be liable for any injury, illness, or other harm that may result from your participation.

You must comply with all Government (Federal and State) COVID-19 vaccination, testing, or isolation requirements (if applicable) when attending any of Forest Explorers' tours and or meeting with us or any of Forest Explorers' other participants.

Website Use

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment,

computer programs, data, or other proprietary material due to your use of Forest Explorers' website or to your downloading of any content on it, or any website linked to it.

We assume no responsibility for the content of websites linked to Forest Explorers' website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them. You should read any applicable terms and conditions of any websites linked to Forest Explorers' website before accessing and viewing the same.

Amendments to Terms and Conditions

We reserve the right to amend these terms and conditions from time to time.

Amendments will be effective immediately upon publication on Forest Explorers' website.

Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

Applicable Law

Forest Explorers' Website and services, and all matters relating to these, are governed by the laws of Western Australia.

Severance

If any part of these terms is found to be void or unenforceable, that part shall be severed and the rest of the terms shall remain in force.

Waiver

No omission or delay on Forest Explorers' part in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any Forest Explorers' rights, powers, or privileges preclude us from any other or further exercise thereof or of any other right, power or privilege we have. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.

How to contact us?

You may contact us, including about Forest Explorers' services and website, at **0427 981 187 / info@forestexplorers.com.au**.

Thank you for using this Website.