



PRIVACY STATEMENT

Your privacy is important to Top End Expeditions. This privacy statement provides information about the personal information that Top End Expeditions collects, and the ways in which Top End Expeditions uses that personal information.

Personal information collection

Top End Expeditions may collect and use the following kinds of personal information:

- information that you provide for the purpose of booking a tour
- information provided on feedback form
- information given by email contact

Using personal information

Top End Expeditions may use your personal information to:

- confirm booking and retain for safety purposes
- to publish feedback on webpage
- to reply to inquiry and update tour information as required

Where Top End Expeditions discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, Top End Expeditions may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

Securing your data

Top End Expeditions will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Cross-border data transfers

Personal information that you submit for publication on the website will be published on the internet and may be available around the world.

You agree to such cross-border transfers of personal information.

Updating this statement

Top End Expeditions may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

Other websites

This website contains links to other websites.

Top End Expeditions is not responsible for the privacy policies or practices of any third party.

Contact Top End Expeditions

If you have any questions about this privacy policy or Top End Expedition's treatment of your personal information, please write to:

- by email to: info@topendexpeditions.com; or
- by post to: PO Box 95, Nhulunbuy NT 0881.



BOOKING FORM

Please read very carefully. Each person travelling must complete and sign separate Indemnity forms. Person making booking must complete & sign booking form.

Name of person making booking _____

Signature accepting Terms & Conditions _____

Address _____

City _____ Postcode _____

State _____

Country _____

Email _____

Phone (____) _____

Mobile _____

Number of people on tour: _____

Names of people on tour: _____

Selected Tour _____

Date of Tour ____/____/20____

Deposit Paid \$ _____

Terms and Conditions

Top End Expeditions will take every precaution and advise guests of hazards and precautionary practices. Top End Expeditions will not take responsibility for any actions on the part of the guests that result in injury, ill health or death after advice is given or for lack of or misleading information given by the guest about their state of health.

An Indemnity form must be read, signed and received by Top End Expeditions with balance of payment.

Top End Expeditions reserves the right to;

- Decline a booking due to medical history
- Obtain a medical certificate approving fitness to travel
- Cancel a tour at short notice due to weather considerations (such as a developing tropical cyclone)
- Alter destinations or return to port early due to deteriorating weather (or predicted deteriorating weather)
- Alter destinations or return to port early due to misconduct or anti-social behaviour on the part of the guests

In the event of Top End Expeditions cancelling a tour due to weather, the tour will be rescheduled or a full refund, less 10% administration costs, will be given.

A deposit of 25% is required to secure and confirm bookings. No booking will be considered secure or confirmed until funds are deposited and cleared.

The balance of payment must be received no later than 30 days before travel.

Cancellation on the guests' behalf 30 – 120 days before travel will forfeit their 25% deposit.

In the event of cancellation on the guests' behalf, within 29 days of travel, or no show, 100% of the fare will be forfeited.



Indemnity

I hereby acknowledge that I have been advised and thoroughly informed of the inherent risks of the booked tour.

In particular, I understand that:

I am required to notify **Top End Expeditions** in writing of any special needs, medications being taken or irregular medical and/or physical conditions that may require medical assistance.

I am required to notify Top End Expeditions in writing of any special dietary requirements.

I am required to listen carefully to directions and respect the advice of those supervising and guiding during the tour activities.

I am of lawful age and legally consent to sign this liability release. I understand that the terms herein are contractual and not a mere recital; and that I have signed this document of my own free act.

I further understand that this document may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.

I acknowledge that this Indemnity is advising me that:

The waters of the Top End and adjacent islands contain many dangers that may and can cause serious injury, ill health and possibly death. The dangers include, but are not limited to, crocodile attack, shark attack, stingers, strong currents and falling overboard.

The tour involves exposure to the natural elements including, but without limiting the generality of sun, high temperatures, wind, storm, slippery and/or unstable surfaces, deep water, water hazards, *dangerous animals (see below), stinging plants and biting insects. Such exposure brings with it attendant risk of sickness, allergic reactions, injury or possibly death or disablement.

Swimming, diving or jumping from Auriga Bay II is not permitted.

Top End Expeditions will take every precaution and advise guests of hazards and precautionary practices. Top End Expeditions will not take responsibility for any actions on the part of the guests that result in injury, ill health or death after advice is given or for misleading information given by the guest about their state of health

The tour will be conducted at sites that are remote either by time and/or distance from any facilities and/or communication services. The tour will be conducted at sites that are remote either by time and/or distance from a medical facility or hospital.

The tour activities involve certain inherent risks of sunburn, hyperthermia (heat stroke), blisters, fatigue and physical injury, drowning or near drowning and that such occurrences may result in sickness, death or serious disablement.

The tour activities may be physically demanding and in susceptible individuals, may cause heart attack, panic or hyperventilation.

The injuries, sicknesses and conditions of the type referred to above may require treatment in a medical facility or hospital.

The tour access and exit points will occur at sites that will require the use of an aluminium tender to and from shore to enable beach or jetty access. The subsequent journey may be rough and at times uncomfortable.

Any extra expenses due to breakages, losses or extra travel or cartage due to passengers' extra-ordinary requirements will be charged as an additional extra at replacement or reasonable market prices



Furthermore:

I agree to let **Top End Expeditions staff** apply first aid procedures to myself and/or my children if required. I also agree to let **Top End Expeditions staff** call for professional emergency services if required and as such, any medical expenses incurred will be at my own expense.

I acknowledge that having been advised by the principals, servants and/or agents of **Top End Expeditions** of the risks associated with the tour. I wish to undertake the activity with **Top End Expedition** and to the maximum extent permitted by law, hereby release and hold harmless **Top End Expeditions**, its principals, its staff, servants and/or agents from any suit, demand or claim arising as a consequence of death or injury received by me and/or my children during my participation in the said tour.

I understand that, although **Top End Expeditions** will take every care and responsibility with, and not limited to, boats in tow, boats tethered to Auriga Bay II, fishing gear, electronic equipment etc I take with me on the said tour, **Top End Expeditions** will not be held liable for any loss or damage to said equipment.

Although Top End Expeditions crew are qualified and trained to administer first aid, they are not medically qualified and cannot administer or dispense any oral or intravenous medication. It is therefore the sole responsibility of the patient to administer the correct dose and frequency of their own medication.

Conditions in the top end can expose guests to high temperatures and high to extreme levels of UV radiation. Adequate shade is available on Auriga Bay II. However, reflection from the water accounts for a high level of radiation and guests are advised to wear appropriate clothing and take precautions in the form of sunscreen to reduce the risk of sunburn. Severe cases of sunburn have been identified as a cause of skin cancer. Guests should consult their GP of their level of risk to severe sunburn and appropriate precautions.

Dehydration is also an ever present danger in the tropics. Adequate fresh drinking water will always be available and it will be the responsibility of guests to ensure their own hydration. Guests should note that excessive alcohol consumption increases dehydration and care should be taken to monitor their consumption.

Top End Expeditions is not equipped for disabilities that require wheel chair access on Auriga Bay II.

Top End Expeditions must and will put the safety of all guests and crew above all other considerations. Top End Expedition guests are expected to observe normal, socially acceptable behaviour and show courtesy to other guests on the tour. Guests demonstrating behaviour that could put themselves or other guests at risk can and will be returned to port of departure with no refund given and will be responsible for any extra costs incurred.

The Master of Auriga Bay II has the final word on all matters of safety and behaviour while at sea.

*** Dangerous animals include but are not limited to wild cattle, buffalo, pigs, horses, estuarine and freshwater crocodiles, sharks, stinging jelly fish, stone fish, sting rays, centipedes, spiders, scorpions and other stinging insects.**

I have read the above indemnity, agree to accept the indemnity, and declare, to the best of my ability, that all the information given by me to Top End Expeditions is true and correct.

Name in full _____ **Date** _____

Signature _____ **DOB** _____ **Gender M/F** _____

Emergency Name and Contact Number _____