Terms & Conditions





Please read and understand the Terms and Conditions set out below prior to booking an activity with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences. We strongly recommend that you also read your Activity Itinerary prior to booking to ensure that you understand the contents of the activities you are undertaking. All bookings are strictly subject to availability and will not be confirmed by Maalinup Aboriginal Gallery & Dale Tilbrook Experiences until payment has been received.

Agreement

All Activity bookings are made with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences (ABN 28 090 549 429). By booking an Activity with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences you are deemed to have agreed to our Terms and Conditions (which constitutes the entire agreement between both parties) and your booking will be accepted on this basis. The services to be provided by Maalinup Aboriginal Gallery & Dale Tilbrook Experiences are those referred to in your Booking Confirmation.

Fees and Charges

All prices are quoted in Australian dollars (inclusive of GST). Activity prices are per person or per group (as indicated) and can be subject to change at the discretion of Maalinup Aboriginal Gallery & Dale Tilbrook Experiences.

Activity Guides and other Free of Charge Reservations:

• Two free of charge activity guides / interpreters for each 15 guests. Additional guides/interpreters charged at 50% of full price

Infants and Children:

- Infants and young children under 5 years of age are free of charge
- Children 5 years to 10 years charged at 50%
- Children over 10 years charged at full price

Tailored Programs:

 Specially designed programs for private bookings are charged at an agreed rate and no further discounts apply. Infant and Children and Activity Guides/Interpreters rates will be negotiated for each tailored program.

Activity Reservation Inclusions

Maalinup Aboriginal Gallery & Dale Tilbrook Experiences activity inclusions will be outlined in your Booking Confirmation and may be inclusive of services such as tours; transport; activities; accommodation; tastings; and meals only as stated in the Activity Itinerary selected and confirmed. Some activities may be changed or substituted without notice at the discretion of Maalinup Aboriginal Gallery & Dale Tilbrook Experiences.

Activity reservations are not inclusive of flights; transfers; visa/passport fees; meals (those not included in itinerary); optional activity fees; and personal expenses.

*Please note Travel Insurance for Agents or individual guests is not covered in any Activity or Activity Package offered by Maalinup Aboriginal Gallery & Dale Tilbrook Experiences. It is highly recommended that Agents and individual guests purchase their own Travel Insurance prior to travel and activities with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences.





Conditions of Travel

Maalinup Aboriginal Gallery & Dale Tilbrook Experiences reserves the right to change or substitute activity routes, transport vehicles, or activities wherever necessary and will not be held responsible for delays out of our control (such as, but not limited to, severe weather conditions) resulting in missed travel connections or loss/damage of personal belongings.

Liability

Maalinup Aboriginal Gallery & Dale Tilbrook Experiences personnel are trained to comply with strict policies, procedures, and accreditation benchmarks to ensure the safety of our guests at all times. Individual guests, however are to accept ultimate responsibility for their own safety and well-being at all times.

Minimum Numbers

There is no minimum or maximum number of guests required to enter Maalinup Aboriginal Gallery and the retail store however .

Maalinup Aboriginal Gallery & Dale Tilbrook Experiences may require a minimum number of guests to operate an activity and variations may be considered by management on a case by case basis and additional fees may apply for private Group Activities

For Group Activities, final numbers and guest details must be provided to Maalinup Aboriginal Gallery & Dale Tilbrook Experiences no later than 30 days prior to activity date.

Artwork and Retail Purchase Refund Policy

A 30-Day Refund Policy applies to any faulty products purchased at Maalinup Aboriginal Gallery.

Goods must be returned to Maalinup Aboriginal Gallery with a tax invoice receipt for an in-store refund.

*No refunds apply to artworks

Cancellation Policy

The full amount of the Activity booking fee is payable at the time of booking to confirm your reservation.

Cancellation Fees for reservations:

- 1. Cancellation 8 days or more prior to activity date full refund, no charge
- 2. Cancellation 7 days to 24 hours prior to activity date 100% of performers' cost where applicable, as they require 7 days' notice of cancellation, 50% of other charges.
- 3. Cancellation within 24 hours prior to activity date full charge, no refund

If a guest fails to join an Activity, join it after commencement, or leave it prior to its completion, no refund will be made.

The above cancellation fees are in addition to fees which may be levied by inbound operators, travel agents or third-party activity and transport operator fees.

*It is highly recommended that individual guests take out Travel Insurance / Cancellation Insurance at the time of booking, which may cover cancellation fees. If a guest or group leaves an activity for any reason after it has commenced, Maalinup Aboriginal Gallery & Dale Tilbrook Experiences is not obliged to make any refunds for unused services.

Cancellation by Maalinup Aboriginal Gallery & Dale Tilbrook Experiences





Maalinup Aboriginal Gallery & Dale Tilbrook Experiences reserves the right to cancel any Activity reservation at any time up to 30 days before commencement of the activity due to natural disasters; severe weather conditions; terrorism; other external events; or if it is not viable to operate the planned itinerary.

If an Activity is cancelled by Maalinup Aboriginal Gallery & Dale Tilbrook Experiences, pre-paid amounts may be transferred to an alternate booking date (subject to availability); or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside Maalinup Aboriginal Gallery & Dale Tilbrook Experiences reasonable control, refunds will be less any unrecoverable costs.

Maalinup Aboriginal Gallery & Dale Tilbrook Experiences will not be responsible for any incidental expenses that agents/individual guests may have incurred as a result of the booking, including but not limited to visas; vaccinations; travel insurance excess; or non-refundable transport/flight costs.

Booking Amendments

Booking amendments made in conjunction with your activity booking may incur an administration fee per booking, per change.

No amendments are permitted to your booking within 14 days of activity commencement with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences.

The Maalinup Aboriginal Gallery & Dale Tilbrook Experiences Cancellation Policy applies to the cancellation of individual guests and/or activity group bookings.

Age and Health Requirements

There is no age limit to participate in an activity with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences.

All travelers under the age of 18 must be accompanied by an adult who is responsible for the child's care and safety at all times.

It is the responsibility of individual guests to ensure they obtain professional medical advice where required prior to participating in any activities with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences.

Individual guests are to accept ultimate responsibility for their own safety and well-being at all times through the signing of a Participation Declaration and Disclaimer Form prior to the commencement of an Activity with Maalinup Aboriginal Gallery & Dale Tilbrook Experiences (extended activities only).

Maalinup Aboriginal Gallery & Dale Tilbrook Experiences

Contact Us: Phone: +61 8 9296 0711 or Mobile: +61 411 112 450; Email: dalet@iinet.net.au; Websites: www.maalinup.com.au and www.daletilbrookexperiences.com.au

Maalinup Aboriginal Gallery: 10070 West Swan Road Henley Brook, Western Australia 6055. Opening Hours: 10am – 5pm Daily (except Christmas Day, Boxing Day, New Year's Day and Good Friday)

Dale Tilbrook Experiences Office Hours: Monday to Friday 9am to 5pm

Bookings:

- Online Websites: <u>www.maalinup.com.au</u> & <u>www.daletilbrookexperiences.com.au</u> or Email: dalet@iinet.net.au
- Customised Group & Private Activity/Activity/Events Email: dalet@iinet.net.au or Phone: 0411 112 450

Terms: Booking/Payment Terms and Conditions apply. See above.

Payment Methods: Visa, Mastercard American Express, AliPay, Electronic Funds Transfer, and Cash (Maalinup Aboriginal Gallery counter only)