



Terms of Trade

The following are the terms of trade of After Dark Nature Tours (Aust.) Pty Ltd

ABN 451 469 380 34.

After Dark Nature Tours is the seller of all tours/walks on North Head using night vision technology. By making a reservation with After Dark Nature Tours you acknowledge that you have read and agree to be bound by these Terms.

1. Tours /Walks

After Dark Nature Tours reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times ('**Arrangements**') for a tour/walk without notice. However, reasonable effort will be made to maintain Arrangements as advertised.

2. Check-in for the Tour/ Walk

All participants on a tour/ walk are required to arrive and check in at the required meeting destination at least 15 minutes before the specified departure time on the voucher or confirmation letter ('Proof of Purchase'). If a customer tries to check in later than this time, After Dark Nature Tours may at its discretion refuse participation, without refund.

3. Requirements to participate

3.1 Participants must hold a valid Proof of Purchase. Participation may be refused if the Proof of Purchase is damaged, defaced or illegible in any way, or was not purchased from an authorised point of sale. Should a dispute arise over the validity of a Proof of Purchase, After Dark Nature Tours reserves the right to refuse participation on a Tour/walk, unless the Customer is able to show proof of their identity.

3.2 Participants must be 12 years of age and over, be of sound mind and be in good health. Participants may be required to undergo a test to assess whether they are capable of completing a Tour/ Walk. Every three participants between the ages of 12 and 15 inclusive, walking together, must be accompanied by one paying adult participant.

3.3 All participants will be required to sign a Tour Declaration and Disclaimer Form. The Form includes but is not limited to statements that the participant has read and understood After Dark Nature Tours' health and safety information, which sets out, among other things, the conditions under which a customer should not participate in a Tour/walk. Every customer participates in a Tour/ walk at their own risk.

3.4 After Dark Nature Tours reserves the right to perform a breath test on all participants. Customers will be refused participation on a Tour/ walk, without refund if their blood alcohol concentration is 0.05% or greater, or if they refuse to be breath-tested or if they are under the influence of drugs (legal or illegal).

4. Refusal of participation

After Dark Nature Tours reserves the right to refuse any person, for whatever reason, participation in a Tour/ Walk at After Dark Nature Tours' absolute discretion, whether or not that person has already purchased a tour. At the discretion of After Dark Nature Tours, customers may be reimbursed for the price paid for a Tour/ Walk if a person is refused participation for any reason other than as set out above, or other than by reason of breach of clause 5.3 below.

5. During the Tour/ Walk

5.1 After Dark Nature Tours will supply participants with equipment for use during a Tour/ Walk.

5.2 Participants may take their own equipment on a Tour/ Walk at their own risk. At After Dark Nature Tours' discretion, essential medication (e.g. asthma medication or inhalers) may be taken on a Tour/ Walk. Neither After Dark Nature Tours nor the guide is responsible for participants personal equipment, their medication or the administering thereof.

5.3 All participants must obey the directions and instructions of their After Dark Nature Tours guide. Participants must not disturb other participants, must not interfere with the guides ability to conduct the Tour/ Walk in a safe and secure manner and must not damage, deface, disturb or remove any vegetation,

animal, rock or object whilst on the Tour/ walk or any of the equipment supplied for use on a Tour/ Walk by After Dark Nature Tours. After Dark Nature Tours retains the right to remove from a Tour/ Walk participants who do not comply with these Terms or are disruptive during preparation or while on the Tour/ Walk, without refund. Note, After Dark Nature Tours take jokes about safety and or damage to the environment seriously and will act quickly to remove any potential threat.

6. Miscellaneous Terms

6.1 Photographs purchased from or supplied by After Dark Nature Tours including photos on After Dark Nature Tours social media outlets remain copyright to After Dark Nature Tours. Photographs may only be used or reproduced by the purchaser or recipient for private or domestic purposes, and must not be used for any commercial purpose (including promotion of any supplier or any supplier's products or services) without After Dark Nature Tours' prior written permission.

6.2 After Dark Nature Tours and its authorised sub-contractors have the authority to use and reproduce any photograph taken of participants for any purpose including display and purchase by or on behalf of participants, without prior notice or payment of compensation to participants.

6.3 Smoking is not permitted on an After Dark Nature Tours experience, including at time of arrival at any designated meeting point.

6.4 All persons must turn off pagers and mobile phones mp3 player, ipod or similar device when they arrive at the designated meeting point.

6.5 After Dark Nature Tours reserves the right to inspect any bag or container brought on any part of a Tour/ Walk.

7. Terms of payment

7.1 The purchase of a Tour/ Walk is non-refundable, non-transferable and specific to the Tour/ Walk printed on the Proof of Purchase. Tours/ Walks and vouchers, and rights or entitlements to Tours/ Walks and vouchers or to purchase Tours/ walks and vouchers, must not be offered as prizes, offered for sale or resale, or resold or used for any commercial purpose (including, without limitation, promotion of any supplier or any supplier's products or services) without After Dark Nature Tours' prior written consent. If After Dark Nature Tours reasonably believes that any other activities have occurred without such consent, the holder of a reservation or voucher may be refused participation on a Tour/ Walk, without payment of any compensation whatsoever.

7.2 Reserved Tours/ Walk times can only be changed up to seven days before the original Tour/ Walk date, and changed only by time or date to another available time or date. Reduction in the number of participants or changes to the identity of participants is not permitted. After Dark Nature Tours reserves the right to charge fees on the purchase of Tours/ walks, on changes to reservations and on vouchers purchased.

7.3 All Tours/ Walks must be paid for at the time of making the reservation unless otherwise agreed by After Dark Nature Tours in advance, and then only after filling out a credit application form. Payment for sales on credit must be made 14 days from the date of invoice. After Dark Nature Tours reserves the right to cancel reservations that are not paid for within these credit terms.

8. Cancellation and refunds

8.1 Tours/ Walks will not proceed should After Dark Nature Tours decide in its absolute discretion, whether for safety reasons or otherwise, to cancel a Tour/ Walk.

8.2 Should a Tour/ Walk not proceed, participants will be either rescheduled at their convenience and availability of Tours/ Walks, or be issued with a refund voucher in the case of purchases bought through a third party reselling Tours/ Walks ('Reseller') but otherwise shall have no claim whatsoever (including no claim for travel expenses or any other out-of-pocket expenses) relating to the cancellation of a Tour/ Walk. The Reseller will make all reimbursements to the customer.

8.3 Tours/ walks and vouchers are not refundable, except in accordance with these Terms or as agreed in writing by After Dark Nature Tours. Refunds, when permitted, will only be made to the person or Reseller who purchased the Tour/ Walk from After Dark Nature Tours.

9. After Dark Nature Tours liability

9.1 Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy, implied or imposed by any statute or regulation that cannot lawfully be excluded, restricted or modified, which may include Part V of the Trade Practices Act 1974 (Cth) and corresponding provisions of State or Territory legislation containing implied terms and warranties that operate to protect the purchasers of goods and services in various circumstances. Subject to the last sentence, all express or implied representations, conditions, warranties and provisions, whether based in statute, common law or

otherwise, relating to provision of products and services pursuant to or as contemplated by these Terms that are not contained in these Terms, are excluded to the extent permitted by law.

9.2 If any condition or warranty is implied into these Terms under the Trade Practices Act 1974 (Cth) or any equivalent State or Territory legislation and cannot be excluded, and After Dark Nature Tours is able to limit remedy for a breach of such a condition or warranty, the liability of After Dark Nature Tours for breach of that condition or warranty is limited, at After Dark Nature Tours' absolute discretion, to one or more of the following: in the case of products, to replace the products, supply equivalent products or repair the products, to pay the cost of replacing the products or of acquiring equivalent products, or to pay the cost of having the goods repaired; and in the case of services, to supply the services again or to pay the cost of having the services supplied again. This clause 9.2 is subject to clause 9.3.

9.3 Section 68B of the Trade Practices Act 1974 (Cth) in certain circumstances permits a term of a contract for the supply by a corporation of recreational services to limit liability of the supplier pursuant to section 74 of that Act for death or personal injury relating to that supply. To the extent permitted by section 68B, After Dark Nature Tours limits its liability for death or personal injury relating to the supply of recreational services to A\$100,000 per occurrence.

9.4 Subject to clauses 9.1, 9.2 and 9.3 and to the extent permitted by law, After Dark Nature Tours excludes liability and will not be responsible for loss or damage arising from: participants failure to obey After Dark Nature Tours' safety directions or instructions; any pre-existing medical or psychological condition; any negligent act or omission of After Dark Nature Tours or any person for whom After Dark Nature Tours is responsible; any delay in a scheduled Tour/ Walk taking place; and any loss of or damage to valuables or luggage whilst on a Tour/ Walk.

9.5 Subject to clauses 9.1, 9.2, 9.3 and 9.4, and to the extent permitted by law, participant releases and discharges After Dark Nature Tours, the NSW National Parks and Wildlife Service, Manly council and St Patrick's Estate from any claim, action, demand or proceeding (including those arising from negligence, to the extent permitted by law) relating to or arising from participation on a Tour/ Walk.

10. Resellers

When a Reseller enters into a sale, reservation or any other transaction, the Reseller shall indemnify After Dark Nature Tours for any loss, damage or expense incurred by After Dark Nature Tours as a result of any misrepresentation, breach of contract by or act of negligence of the Reseller.

11. Vouchers and Certificates

11.1 Vouchers, Certificates are sold for a specific product or a range of alternative products. Vouchers, Certificates are non-refundable, but are transferable.

11.2 After Dark Nature Tours reserves the right to discontinue any product that may be acquired with a valid Voucher or Certificate, but agrees to substitute the discontinued product with any other item to the same value.

11.3 A Voucher or Certificate must be redeemed within 12 months of the date of purchase and a Tour/ Walk must take place within the 12 months of the purchase date unless specific requirements are outlined on the Voucher or Certificate.

12. Governing Law

These Terms are governed by the laws of New South Wales, Australia. After Dark Nature Tours and each purchaser and participant submit to the non-exclusive jurisdiction of the Courts of New South Wales in respect of these Terms and any dispute between them.

After Dark Nature Tours (Aust.) Pty Ltd ABN: 451 469 380 34

Trading as After Dark Nature Tours®