

General Terms & Conditions for Tours

The Backyard Universe Pty Ltd (“**TBU**”) expects all of our tours to be booked and fully paid for online, or via one of our booking agents, before the tour commences. Some TBU tour sites & activities will need to know the size of the tour group in advance. Minimum booking numbers are also required for some tours to operate; see the individual tour descriptions for details. If you are unable to pay online please contact TBU for other payment options.

TBU recommends that all guests have comprehensive travel insurance to cover illness, injury, loss or damage to their property, inability to attend or to continue a booked tour for any reason (see Cancellation & Refunds below), and other unforeseen circumstances. TBU accepts no responsibility for any loss or personal injury or illness; or damage to personal belongings, luggage or other personal property while on tour.

If you lose personal property during a tour please advise your tour guide or TBU office immediately. We will need as much information as possible about the lost property, when/where you lost it, and your contact details.

For their own safety and comfort all guests are required to obey their tour guide’s instructions while on tour. Some hazards at tour sites may not be obvious, and some of our tours occur in locations that are far from help.

Guests who are unruly, threatening, violent or intoxicated will not be tolerated and will be removed from the tour at whatever point is deemed convenient by the tour guide. The matter may also be reported to Police. There will be no refund and no transport in any TBU vehicle for such guests.

TBU recommends guests wear comfortable walking shoes, and wear clothing appropriate for the weather expected on tour. Don’t forget to also bring a hat, sunscreen, insect repellent; and (if your tour includes astronomy) something warm to wear at night. Many of our tours involve walking outdoors on various uneven, rough, or unpaved natural surfaces, and up & down steps.

Tours may be modified on the day by the tour guide if road or track closures, severe weather, disasters, or other factors beyond TBU’s control make it impossible, unfeasible or dangerous to conduct the tour as advertised.

Children under 16 years old must be accompanied by their parent or guardian at all times while on tour. The legal minimum drinking age in Australia is 18 years old, so if you intend to buy or drink alcohol during a tour then you must be able to provide photo ID with proof of age if asked.

Tours in a TBU vehicle

Tours departing from Adelaide city normally pick up all guests at the designated (tour) Bus Zone outside the Stamford Plaza Hotel, 150 North Terrace, Adelaide.

This location is directly across the road from the State Parliament building, a short walking distance from several other city hotels; and close to the Adelaide Railway Station and other public transport. Pickups from other locations are by prior arrangement only and may incur an additional fee.

Tours returning to Adelaide city late at night will endeavour to drop off guests at their actual hotel, subject to tour guide's discretion and the road & traffic conditions at the time.

It is illegal to smoke, consume alcohol, or have open containers of alcoholic drinks on board any TBU vehicle. Wine bottles or other alcoholic drinks purchased during a tour must remain unopened for the entire duration of the tour.

All guests including children must wear seatbelts whenever the vehicle is in motion. TBU is unable to supply child seats or capsules. TBU vehicles are not equipped for wheelchair access.

Guests are requested to remove their rubbish from the vehicle or place it in the rubbish bin provided. A cleaning fee will apply if guests spill drinks or food or leave rubbish behind after tour. A minimum \$500 Befouling Fee will be charged to any guest who cannot control their bodily functions. Please take advantage of the toilet stops during tours.

Guests who damage a TBU vehicle or property may be charged for its repair or replacement; and for any associated costs while the damaged TBU vehicle or property is out of action.

Tour Pricing & Payment Terms

All tours are priced in Australian Dollars and the advertised prices include GST, booking fees, credit card fees and agent commissions. See the individual tours' descriptions for any additional inclusions or exclusions from their advertised prices.

Most tours are charged as per person regardless of age. If a tour offers "adult", "child" and/or "family" pricing; then a "child" is anyone 3 to 15 years old, an "adult" is anyone 16 years and older, and a "family" is up to 2 adults plus up to 3 children.

Payment terms for tours are as follows:

- (1) Stargazing & astronomy evenings: full payment at time of booking.
- (2) Day tours & day-evening tours: full payment at time of booking.
- (3) Multi-day tours: if booked online, full payment at time of booking. If you prefer to pay a multi-day tour by instalments then contact TBU for payment options. A 50% deposit is required immediately, and the

remaining 50% must be paid at least 28 days prior to commencement of tour. Failure to pay the entire tour fee by 28 days prior will be regarded as a Cancellation by you at 28 days prior; and you will be refunded any monies paid by you as per our refund policy.

If you are booking a multi-day tour less than 28 days prior to commencement of tour, then you cannot pay by instalments, and full payment at time of booking is required.

If you are unable to pay online please contact TBU for other payment options.

Tour Cancellations & Refunds

Once a tour commences, there will be no refund given to any guest who leaves the tour for any reason while the tour is in progress.

- (1) Stargazing & astronomy evenings:
 - a. Guests who cancel their booked tour more than 24 hours prior to tour commencement will be offered either an alternative tour date (if possible), or a refund of 80% of their tour fee paid.
 - b. No refund will be given for guests who cancel their booked tour less than 24 hours prior to tour commencement, or who fail to turn up for their booked tour for any reason. These guests may be offered an alternative tour date (if possible) at the discretion of TBU.
- (2) Day tours & day-evening tours:
 - a. Guests who cancel their booked tour more than 48 hours prior to tour commencement will be offered either an alternative tour date (if possible), or a refund of 80% of their tour fee paid.
 - b. No refund will be given for guests who cancel their booked tour less than 48 hours prior to tour commencement, or who fail to turn up for their booked tour for any reason. These guests may be offered an alternative tour date (if possible) at the discretion of TBU.
- (3) Multi-day tours:
 - a. Guests who cancel their booked multi-day tour at, or before, 28 days prior to tour commencement will be offered either an alternative tour date (if possible), or refunded 80% of their tour fee paid.
 - b. Guests who cancel their booked multi-day tour between 14 and 27 days (inclusive) prior to tour commencement will be refunded 50% of their tour fee paid.
 - c. No refund will be given for guests who cancel their booked multi-day tour less than 14 days prior to tour commencement; or who fail to turn up for their booked multi-day tour for any reason.

TBU reserves the right to cancel or to modify tours, or to re-allocate bookings to subsequent tours.

A tour will be cancelled by TBU if it has fewer guests booked than the minimum number required to operate. Tours may also be cancelled if factors beyond TBU's control make it impossible, unfeasible or dangerous to operate the tour. If these

cancellation situations occur, then TBU will endeavour to advise any booked guests prior to the scheduled commencement of tour. Booked guests will be offered either an alternative tour date (if possible), or a full refund of their tour fee paid.

TBU's stargazing & astronomy evening tours are all "Weather Permitting". Telescopes are not much affected by cold, but they don't like strong winds or rain and they can't see through clouds. TBU will ascertain the expected weather and cloud conditions for the evening. If conditions are windy and/or raining the tour will be cancelled, and you will be notified via email or SMS before 5pm on the day of tour. You may then choose either an alternative tour date (if possible), or receive a full refund. If conditions are overcast we will do an alternative tour using planetarium software on a big screen (and we'll keep an eye out for any useful breaks in the clouds).