

The Backyard Universe Pty Ltd

Terms and Conditions for our tours (and trips)

Cancellation by a Guest of their booking

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

(1) Public night sky tours & events:

- a. Guests who cancel their booking more than 24 hours prior to tour/activity commencement will be offered either an alternative tour date (if possible), or a refund of any booking fee already paid.
- b. No refund will be given for guests who cancel their booking less than 24 hours prior to tour commencement, or who fail to turn up for their booking for any reason. These guests may be offered an alternative tour date (if possible) at our discretion.

(2) Night sky tours, events & astronomy activities for private groups:

- a. Private groups who cancel their booking more than 72 hours prior to tour/activity commencement will be refunded any booking fee already paid.
- b. Private groups who cancel their booking between 72 and 24 hours prior to tour/activity commencement will be refunded half of any booking fee already paid.
- c. No refund will be given for private groups who cancel their booking less than 24 hours prior to tour commencement, or who fail to turn up for their booking for any reason.
- d. Private groups who cancel their booking may be offered an alternative tour/activity date (if possible) at our discretion.

(3) Other tours and trips:

- a. Guests who cancel their booking more than 48 hours prior to tour commencement will be offered either an alternative date (if possible), or a refund of any booking fee already 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 our discretion.

Cancellations by us

Our night sky tours & events are all “Weather Permitting”. Telescopes don’t like strong winds or rain and they can’t see through clouds. On the day of the tour we will ascertain the expected weather and cloud conditions for the evening. If conditions are unsuitable then the tour will be cancelled, and you will be notified via SMS or email before 3pm on the day of tour. You may then choose either an alternative tour date (if possible), or receive a full refund, or convert your booking to an equivalent Gift Voucher.

Some of our other tours and activities are also Weather Permitting.

We may cancel a tour if it has fewer guests booked than the minimum number required to operate. The minimum number is location-dependant.

Tours may also be cancelled if factors beyond our control make it impossible, illegal, unfeasible or dangerous to operate the tour. For example natural disasters, or government-mandated shutdowns & travel restrictions.

If these cancellation situations occur, then we 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 refund of any tour fee already paid.

Tour Pricing & Payment Terms

All tours are priced in Australian Dollars and our advertised prices include GST, booking fees, credit card fees and (if applicable) direct agency commissions. See the individual tours’ descriptions for any additional inclusions or exclusions from their advertised prices.

We expect full payment before the tour commences. If you are unable to pay online please contact us for other payment options. We can accept bank transfers (before the tour date), or cash or EFTPOS (on the day). We can also issue Tax Invoices by prior arrangement.

Booking agencies whom we work with directly are required to sell our tours for no higher than our own advertised prices; and to accept our negotiated commission rates. However some of these agencies are also linked to various third-party resellers (not working directly with us) who may add their own fees onto our prices. Some booking agencies are also unable to offer our full range of tour pricing options.

If our tour offers “adult”, “child” and “family” pricing; then a “child” is anyone 5 to 17 years old inclusive, an “adult” is anyone 18 years or older, and a “family” is up to 2 adults plus up to 4 children. Certified carers, and children under 5 years old, get free entry to many of our tours. Group discounts are also available.

Gift Vouchers for night sky tours

Gift Vouchers are issued for specific numbers of guests and not for a dollar value. For example, “2 adults” or “1 family” or “1 adult + 1 child”. This insulates your Gift Voucher from any subsequent tour price rises. Gift Vouchers issued after 1 May 2020 are valid for three years from date of issue, and Instructions for use are printed on the voucher.

If you use your Gift Voucher to pay for a tour that is subsequently cancelled by us, your Voucher still remains valid until you use it for your rescheduled tour.

If you want to add guests to your Gift Voucher booking, you must tell us at time of booking. Extra people unexpectedly arriving for a tour may be refused entry if the tour is already full.

Unused or expired Gift Vouchers are not refundable. If you're unable to use your Gift Voucher before it expires then please pass it on to someone who can use it.

General Terms & Conditions for Tours (and trips)

We recommend 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, and other unforeseen circumstances. We accept 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 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 our tour guide's instructions while on tour. Some locations' hazards may not be obvious, and some of our locations are far from medical 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 our tour guide. The matter may also be reported to Police. There will be no refund and no transport in any of our vehicles for such guests.

We recommend 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. Our tours may involve walking outdoors on various uneven, rough, or unpaved natural surfaces, and up & down steps. See individual tour descriptions for further details.

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

Children under 18 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.

We require a mobile phone number where you can be contacted on the day of your tour; so that we can advise you of any weather-related cancellation or similar change of plan.

Travel in our vehicle

It is illegal to smoke, or have open containers of drinks, on board any of our vehicles. 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. We are unable to supply child seats or capsules, but have anchor points for them in the vehicles. Our 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 our vehicle or property may be charged for its repair or replacement; and for any associated costs while our damaged vehicle or property is out of action.