

Introduction

Firstly, AAK Nature Watch is a specialist bus tour company focusing on nature observation. We have unparalleled experience of the Australian landscape, particularly with regard to birds and the arid inland regions. We have invested in safety equipment that exceeds industry standards, including satellite phones, Starlink, emergency beacons, all vehicle carries tool bags, tyre repair kit, compressor. However, no amount of preparation can guarantee safety on tours away from the city, in nature or in the wild. We understand that there are risks involved due to the nature of our tours. We will not be liable for any damage or loss of personal belongings, injuries such as falls or sudden expenses during the tour, except in cases of intentional or gross negligence causing damage to our clients. If we are notified within one year of the day after the damage occurred, we will only compensate you for intentional or grossly negligent acts or omissions to the extent of the Public Liability Insurance required by the Australian government. Under no circumstances will we provide indirect compensation such as a refund for airline tickets or rescheduling of tours. All provisions of this policy apply to family members and agents.

We strongly recommend that you purchase adequate travel insurance to cover cancellation fees.

1. General condition for short general bus services (transport only, no guiding)

1.1 \$35-\$50 non-refundable deposit is required at the time of booking, the balance is payable by the day before.

1.2 We have rights to refuse to take passenger for ask passenger to leave from our vehicle when people get disorder, aggressive or any other reason to risk the safe and conformable ride for both us and other passengers. This is government requirement too. Bare foot, muddy boots, sandy or wet swimsuits are also not permitted.

1.3 Extra cleaning fee may apply if someone mess the vehicle or damage it. To prevent the mess, a few things can not be brought into the vehicle such as glitter, hay(straw), confetti. When space allows you can bring an Esky but it is your responsibility to secure them onto something solid.

1.4 For safety concern, we would not provide commercial passenger transport service after 1am. Crew has to get minimum 7 hours of rest time before start working next day. We don't drive more than 2.5 hours non stop, require regular breaks.

2. Cancellation for special tours (eg. Birding or remote trip, filming etc)

These cancellation policies are available for viewing 24 hours a day, 365 days a year, and are linked from all pages of the AAK Nature Watch website, including the inquiry form. Regardless of whether you make your reservation online, by email, or by phone, we will treat your reservation as an agreement to our cancellation and change policies. Please note that accommodation arrangements and schedule confirmations will not begin until after your payment has been confirmed.

AAK Nature Watch is a specialised tour company focusing on wild birds and remote areas. In most cases, we can only accommodate one group per day, and reservations are typically booked up more than a year in advance. Due to the extremely high level of specialisation required, we have established cancellation policies that differ from those of mass-produced tourist tours. In Australia, some restaurants may require a deposit for reservations.

2.1. Cancellation of the entire itinerary for fixed bookings

A fixed booking is the one where the number of participants, names, and tour details are already confirmed, and the total cost is known. Payment is required at the time of booking. For single-day tours in the Cairns & Tableland area, the following applies:

15 days or more in advance: 90% of the total amount is refundable.

14 days to 72 hours prior to departure: 50% of the total amount is refundable.

Less than 72 hours prior to departure: No refund is available.

Please note that in addition to AAK Nature Watch, credit card companies may charge a refund processing fee too.

2.1.1 For tours involving accommodation or multi-day day tours, the following applies:

180 days or more prior to the tour date: 90% of the total amount is refundable.

179 days to 72 days prior to the tour date: 75% of the total amount is refundable.

71 days to 8 days prior to the tour date: 35% of the total amount is refundable.

7 days to 72 hours prior to the tour date: 20% of the total amount is refundable.

Please note that in addition to AAK Nature Watch, credit card companies may charge a refund processing fee too.

2.2 Cancellation of the entire itinerary for a group booking

A group booking is the one where the number of participants, names, and tour operation have not been confirmed, and the total cost is not yet known. For example, this could be a case where the itinerary is secured in advance, and participants are then recruited within a school or organisation, with the tour taking place if enough people sign up. You must confirm the number of participants and the tour by 71 days prior to departure and make payment.)

(We request a deposit of \$350 to secure the schedule. The deposit will be applied to the final travel cost after the tour is confirmed.)

180 days or more prior to departure: The deposit is refundable.

179 to 72 days prior: The deposit is non-refundable.

71 to 8 days prior: 35% of the total amount is refundable.

7 days to 72 hours prior: 20% of the total amount is refundable.

2.3 In the event of partial cancellation

In principle, we will calculate the amount based on a daily rate compared to the total number of days and refund the corresponding amount.

(Example) A 5-day trip is changed to a 4-day trip → 20% of the itinerary is cancelled → The above provisions for 'cancellation of the entire itinerary' will apply to 20% of the total cost.

However, in many cases, there may be days when the cost is higher than others.

In such cases, AAK Nature Watch will make adjustments at its discretion.

2.4 In the case of partial reduction in the number of participants

In general, we will calculate the refund amount based on the total number of participants and refund the corresponding amount.

(Example) Changing from 5 participants to 4 participants → Equivalent to a 20% cancellation → The provisions for 'Cancellation of the Entire Itinerary' above will apply to 20% of the total cost.

However, there are cases where the travel costs do not decrease significantly due to the reduction in participants. For example, even if a double room is used by one person due to a reduction in participants, the accommodation costs remain unchanged at many accommodation facilities. Similarly, for bus charter fees, the price will not decrease unless the required bus size is reduced, even if the number of participants decreases slightly. Adjustments will be made at the discretion of AAK Nature Watch.

2.5 When using other operators

The above does not always apply to tours co-organised with other tour operators, or tours that use airplanes. In case someone has strict policy present, that would be applied.

2.6 Handling of cancellations due to flight delays or cancellations

In the event of a flight delay or cancellation, or other circumstances beyond the customer's control that prevent participation, a cancellation fee will unfortunately still apply. We recommend purchasing overseas travel insurance to cover unexpected circumstances such as flight delays.

2.7. Reception Hours

Cancellation made outside of business hours (10:00-18:00) will be handled as the next business day. Times are based on Malanda, Queensland, Australia. In addition, if prior notice is given on the official website & SNS that contact will be unavailable due to long-term work in a remote location, etc., the relevant period will be treated as a non-business day.

2.8 Cases Subject to Cancellation

The following cases are subject to cancellation fees rather than changes.

Change from a private tour to a shared tour

Change of participation date

Change of participant name or correction of spelling mistakes (for tours that include airline tickets)

Change to another tour

3. GPS use and birdwatching locations

Many of the birdwatching locations visited on tours appear to be public places, but are often privately owned, and we visit them based on personal relationships with the landowners. Many of these areas require careful consideration, and for the protection of birds, we ask that you use GPS, apps, and other tools that can pinpoint specific locations only in a personal setting, and not share the information online or in newsletters where third parties can view it. If you fail to comply, we may ask you to leave the tour or refuse future participation.

4. Exchange rates

Exchange rates fluctuate daily, so depending on the timing of your refund, the amount converted to foreign currency may be less than or more than the amount you paid. Exchange rates are not under anyone's control and cannot be predicted, please understand that we will not compensate for losses or collect additional fees due to exchange rate fluctuations.

5. Disclaimer regarding travel arrangements

When we arrange services under the jurisdiction of other companies (e.g., restaurants, boats, accommodation, etc.), we are not the entitlement of each service. In the event of a problem, we will work hard to resolve the issue, but as the authority usually lies with those service providers, we cannot take final responsibility.

6. Modifying booking

In cases where significant administrative expenses are required due to major schedule changes after the reservation has been completed, or in cases where we receive an unusually large number of inquiries, we may request appropriate additional fees for documents that are not normally required.

7. If you notice any discrepancies in the content (care of duty)

If you notice any discrepancies between the content of the contract and the actual tour after the tour has started, you must report it immediately at the scene, rather than after returning home.

However, AAK Nature Watch may change the content of the tour due to circumstances beyond our control, e.g., transportation schedules, traffic conditions, weather conditions, wildlife movements, etc.

8. Cancellation of Tours

If you fail to follow the guide's instructions necessary for the proper operation of the tour, exhibit unusual behaviour, provide misleading information, or engage in excessive criticism, or if there is a possibility that AAK Nature Watch, other participants, third parties, or wild animals may be inconvenienced, we may cancel the tour (ask you to leave the tour) even after the tour has started. In

such cases, the refund amount will be determined by AAK Nature Watch based on the extent of the tour completed and the time spent.

9. Testimonials and photos

We may publish excerpts from letters and emails sent to us anonymously as customer testimonials on our website. We may also use general photos taken during tours for promotion purposes.

10. Damage or loss of rental equipment

In the event of loss or damage to equipment rented from AAK Nature Watch, you agree in advance that you will be liable for the actual market price in Cairns, Australia, which will be charged to the credit card used to pay for the tour. The market price in Cairns, Australia, refers to, for example, repair costs as quoted by a local repair shop in Cairns, and shipping costs. In the case of loss, the price will be calculated by AAK Nature Watch based on the price of equivalent items listed on auction sites such as eBay Australia or Gumtree. Down time would be also considered to determine the price.

11. Revision of Regulations

These regulations are subject to revision without prior notice.

12. Support for areas outside our main business

AAK Nature Watch does not provide support for computer or internet usage. Similarly, we do not generally handle inquiries regarding air tickets, visas, customs, other languages, international money transfer, credit cards, or other general travel-related matters. If you have any concerns, please contact a traditional travel agency. Of course, there will be additional costs, but we believe that these travel agencies will provide basic support. We have relationships with the Cairns branches of HIS, Kintetsu, and other agencies.

13. Miscommunication due to spam emails

AAK Nature Watch cannot be held responsible for any miscommunication or losses resulting from emails sent by AAK Nature Watch being classified as spam. Please check your spam folder regularly.

14. Minimum requirements for participating in the tour

The minimum requirements for participating in the tour are that you are able to understand instructions given in a normal voice, have average physical strength, are able to get in and out of a 4WD vehicle without significant difficulty, and are able to carry your own luggage and respectful behaviour. Australian nature tours are operated by a single person, and there may be cases where the driver is unable to see or reach everything.

14.2 Bed configuration

Even in cases where we assume that a couple is making a reservation, we usually arrange for twin rooms. However, in Europe and the United States, it is common for couples of all ages to sleep in the same bed, and there are many hotels that have few twin rooms or only double (queen or king) rooms. In such cases, if we have not asked for your preferences in advance, we may arrange for a room with a queen or king bed. Conversely, there may be cases where guests expect a queen or king bed but find themselves in a twin room upon arrival. These preferences are difficult for us to ask about proactively. Please let us know in advance if you have any specific requests, as this may also affect the cost.

14.3 Dietary requirement

It is your responsibility to inform us your dietary requirement. We try to organise as much as realistic if those are informed beforehand but we don't take final responsibility as we are not the meal provider.