**TERMS & CONDITIONS**

Last updated 1st September 2021

**1. Application of Terms**

a. Calamunnda Camels Pty Limited; Calamunnda Camel Events, (hereinafter referred to as “Calamunnda Camels” or “Camel Events”, “we”, “us” or “our”) provides camel rides and farm tours from our property at 361 Paulls Valley Road Paulls Valley WA 6076, or from other locations from time to time (hereinafter “Experiences”).

b. These Terms and Conditions (hereinafter “Terms”) apply to all Experiences and related activities that we provide.

c. We reserve the right to review and change any of these Terms from time to time, by updating this page. Any changes to the Terms take immediate effect from the date of their publication.

**2. Acceptance of Terms**

a. Please read these Terms carefully.

b. By booking an Experience or taking part in an Experience, this signifies that you have read, understood and agreed to be bound by these Terms.

c. If you do not agree with these Terms, you must not book an Experience and you must not take part in an Experience.

**3. Bookings and Payments**

a. Bookings are essential.

b. Experience prices may vary from time to time but current prices are displayed on our website and/or booking form at the time of booking.

c. Payment must be made in full before your booking will be accepted.

d. All gift cards and vouchers must be redeemed online.

**4. Cancellations**

a. We accept cancellations up to 24 hours prior to the scheduled start time for your Experience.

b. You are free to amend your booking at no charge or cancel your booking with a full refund less credit card fees if we have been given more than 24 hours’ notice.

c. If you cancel within 24 hours of the confirmed scheduled start time for your Experience, no refund will be provided.

d. We will not provide refunds for ‘no-shows’.

e. Extenuating circumstances requiring refunds will be assessed on a case-by-case basis, and any decision to provide a refund less credit card fees will be made in our sole discretion.

f. In the event that you believe we have failed to provide the services as described, then you may have certain rights (including a right to a refund) under certain consumer protection laws such as the Australian Consumer Law. We will honour any of our obligations under the Australian Consumer Law or other consumer protection laws.

g. We and our staff reserve the right to cancel Experiences or modify any aspect of Experiences in the interests of guests, staff and camel safety and/or animal welfare.

h. We and our staff reserve the right to cancel Experiences for any reason, including but not limited to weather conditions, safety and security.

**5. Participant Age and Legal Capacity**

a. If the person taking part in the Experience (hereinafter the “Participant”) is aged under 18 years of age, or otherwise lacks legal capacity, then a parent or guardian (hereinafter “Guardian”) must agree to these Terms on the Participant’s behalf.

b. If a Guardian is not agreeing to these Terms on the Participant’s behalf:

i. The Participant represents and warrants that they are aged 18 years or older; and

ii. The Participant represents and warrants that they have full legal capacity to enter these Terms; and

iii. The Participant represents and warrants that they have read and understood these Terms prior to booking and/or paying for the Experience and they agree that these Terms will be binding upon the Participant’s heirs, next of kin, executors, administrators and successors.

c. If a Guardian is agreeing to these Terms on the Participant’s behalf:

i. The Guardian represents and warrants that they have full legal authority to enter these Terms on the Participant’s behalf; and

ii. The Guardian represents and warrants that the Participant is aged 4 years or older; and

iii. The Guardian represents and warrants that they have read and understood these Terms prior to the Experience being booked and/or paid for, and have explained these Terms to the Participant and have ensured that the Participant understands their obligations under these Terms; and

iv. The Guardian acknowledges and agrees that these Terms will be binding upon the Guardian and the Participant, as well as their heirs, next of kin, executors, administrators and successors; and

v. The Guardian acknowledges and agrees that throughout these Terms, any references to the “Participant”, “you” or “your” refer to the Participant as well as the Guardian.

**6. Participant Requirements**

a. The maximum load for a camel is two (2) Adult Participants, and/or a total weight of 160kg, or at the discretion of our staff.

b. Unfortunately, for the safety and wellbeing of camels and Participants, we cannot accept Participants who weigh 120kg individually or more, at the discretion of our staff.

c. Participants must wear appropriate clothing, gear and footwear in line with safety standards at all times. We recommend that Participants wear long pants and dress for cool weather during winter months.

d. Participants are strongly advised for their own safety to wear a riding helmet whilst in the vicinity of camels. We will have riding helmets available.

e. Participants must always wear a safety helmet when riding and must ensure it is fitted correctly.

f. Participants with medical conditions and disabilities will be accommodated to the best of our ability. However, in the interest of Participant safety all Participants are required to be able to mount the camel unaided.

g. Participants must immediately notify a Cameleer or other staff member if they have a safety concern or if they suspect that their helmet or other gear is not fitted correctly.

**7. Participant Warranty**

a. The Participant hereby warrants and represents:

i. The Participant understands the nature of the Experience and the risks involved with it; and

ii. The Participant acknowledges and understands that the Participant is choosing voluntarily to take part in the Experience and that the Participant is free to refuse to participate in it at any time; and

iii. The Participant is in good health and physical condition; and

iv. The Participant does not suffer from any health condition which may affect their ability to safely participate in the Experience; and

v. If the Participant has any concerns or reservations about their health or their ability to participate safely in the Experience, they must take advice from a medical professional before taking part in the Experience; and

vi. If at any time the Participant believes that the conditions of the Experience are unsafe for the Participant (taking into account their own health and physical circumstances), the Participant will immediately stop taking part in the Experience.

**8. Cameleers and other Staff**

a. All Experiences take place under the direction of our camel handlers (hereinafter “Cameleers”).

b. Our Cameleers will designate a camel to each Participant, or a maximum of two Adult Participants per camel.

c. Camels are selected based on the Participants’ height, weight and experience level.

d. Participants must obey all instructions and directions of our Cameleers and other staff. A Participant must dismount their camel if instructed by a Cameleer to do so.

e. It is a condition of booking that the Participant accepts that the Cameleer is entitled to require the Participant to dismount from the camel or to refuse to allow the Participant to take part in the Experience if for any reason, including the Participant’s inability, behaviour or health, the Cameleer considers that the Participant may endanger the safety or welfare of themself, other people or the camels. If so required, the Participant has no claim and will not be entitled to any compensation or refund.

f. Should our Cameleers determine, in their sole discretion, that one or more Participants are acting in an unsafe manner, or if Participant(s) fail to obey the instructions or directions of our Cameleers, the Cameleers may instruct the relevant Participant(s) to dismount their camel and to cease taking part in the Experience, or to terminate the Experience altogether. In such circumstances, no refunds or credits will be provided for unused portions of the Experience.

g. Should our Cameleers determine, in their sole discretion, that for any reason, it is unsafe for a Participant to take part in the Experience, or to continue taking part in the Experience, the Cameleers may instruct the relevant Participant to dismount their camel and to cease taking part in the Experience. In such circumstances, no refunds or credits will be provided for unused portions of the Experience.

h. Participants believed by our Cameleers or other staff to be under the influence of alcohol, drugs or any other substance or medication that may impede their cognitive or physical function will be refused participation in the Experience. In such circumstances, no refunds or credits will be provided for unused portions of the Experience.

**9. Acknowledgement of Risk**

a. Safety is our priority, and we take all reasonable steps to ensure the safety and wellbeing of all Participants, all Staff, all camels, and all members of the public. However, camel riding is an inherently dangerous and uncontrollable activity and there are many risks that cannot be avoided.

b. The Participant agrees that they are not relying on any oral, written, visual or other inducement or coercion by us and/or our Staff to take part in an Experience and hence do so of their own free will.

c. By booking an Experience, the Participant confirms that they understand, acknowledge and agree that:

i. Camel riding is a dangerous activity; and

ii. Property damage, serious injury, or death may result from camel riding, whilst on the ground around camels, whilst handling camels and during participation in any activities involving camels; and

iii. Interacting with camels involves a number of specific risks including but not limited to head injuries, face injuries, spinal damage, bone fractures, sprains, strains, muscle tears, bruises, abrasions, open wounds, dehydration, heat stress, sun damage, or other injuries related to falling from a camel, being struck by a camel, or losing control during an Experience; and

iv. Many of the Experiences that we arrange include riding and other activities in areas that are confined or remote and/or areas where there are other activities being undertaken, livestock and potentially dangerous wildlife, difficult terrain or other conditions that can be hazardous. Safety services and back up infrastructure may also be more limited than usual. By booking to take part in one of these Experiences, the Participant confirms that they understand and fully accept these risks.

v. In addition to usual and inherent risks associated with Experiences, there are certain additional risks and dangers including but not limited to physical exertion for which a Participant may not be prepared, remoteness to normal medical services, weather extremes subject to sudden and unexpected change and evacuation difficulties if the Participant is injured; and

vi. Camels, as independent animals can act in a sudden, unpredictable or erratic manner especially if frightened or hurt; and

vii. Any camel can bite, buck, bolt, kick, startle, trip or slip, etc. putting the Participant or handler and the camel at risk of injury or death; and

viii. Riding gear can break and fail and can give the appearance of being correctly fitted when it is not; and

ix. The ground can be rough, uneven and slippery, causing the camel to slip, fall, or panic, especially after wet weather; and

x. The camel could throw the Participant or could brush the Participant up against trees or other objects; and

xi. The Participant participates in the Experience at their own risk; and

xii. The Participant must look out for the safety of themselves as well as other Participants, staff, and camels; and

xiii. The Participant accepts all risks associated with the Experience including but not limited to the possibility of personal injury, death, property damage, third party liability or loss resulting therefrom.

**10. Liability**

a. The Participant participates in an Experience at their own risk.

b. By booking an Experience, the Participant agrees and acknowledges that to the maximum extent permitted by law, we are not liable for any loss, injury or death which the Participant may incur as a result of their participation in the Experience, and we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from the Participant’s participation in the Experience.

c. Whilst every reasonable precaution will be taken to prevent accident and injury, we and our Representatives will not be responsible for any accident or injury, damage or loss and this condition of contract may be pleaded by us and our Representatives as a bar to any action proceeding for breach of contract, negligence or any other liability sustained such as injury, damage or loss.

**11. Waiver and Release**

a. In consideration for us accepting a Participant’s booking and permitting the Participant to participate in an Experience, the Participant agrees to release us from all liability and assumption of risk, to the maximum extent permitted by law.

b. The Participant, on behalf of themself, their heirs, assigns, administrators, executors and next of kin hereby irrevocably and unconditionally waives any and all claims, expenses, causes of action, debts, demands, damages, or other liabilities whatsoever (hereinafter "Liabilities"), whether direct or indirect, and whether known or unknown that they may have now or in the future against us, together with any of our directors, trustees, officers, contractors, employees, guides, instructors, Cameleers, staff, agents, assignees, successors, or other representatives (hereinafter "Representatives").

c. The Participant hereby releases us and our Representatives from any such Liabilities which the Participant may have or may at any time incur against us or any of our Representatives, whether direct or indirect, and whether known or unknown, and whether in contract, tort, equity or otherwise, except Liabilities arising out of gross negligence by us or our Representatives.

**12. Indemnity**

The Participant, on behalf of themself, their heirs, assigns, administrators, executors and next of kin hereby irrevocably and unconditionally, releases us, discharges us, indemnifies us, and keeps us indemnified, together with any of the our Representatives, from any and all Liabilities, whether direct or indirect, and whether known or unknown, which we or our Representatives may incur now or in the future in connection with the Participant’s breach of these Terms, or the Participant’s participation in the Experience.

**13. Insurance**

We strongly recommend that all Participants purchase and maintain insurance to cover any and all losses and liabilities that they may incur while participating in an Experience, including but not limited to coverage for injuries, death or permanent disability that the Participant may suffer on an Experience, as well as property damage and third-party liability.

**14. Authority to Provide Assistance**

The Participant hereby authorises us and our Staff to provide first aid, to seek emergency medical support and/or to transport the Participant to a medical facility in the event that the Participant suffers an injury or medical emergency at any time. The Participant acknowledges and accepts that the Participant will be responsible for any medical expenses that are incurred.

**15. Signing Waiver and Release**

a. Each Participant without exception must sign a Waiver and Release Form, regardless of whether they are riding camels or not. If the Participant is aged under 18 years of age, or otherwise lacks legal capacity, then a Guardian must sign the Waiver and Release Form on the Participant’s behalf.

b. A Participant will not be allowed to take part in an Experience if they refuse to sign these forms or if they refuse to wear a riding helmet when instructed by us or a Staff member to do so. In such circumstances, the Participant will have no claim against us and will not be entitled to any refund or compensation.

**16. Survival of Obligations**

Notwithstanding any other provisions of these Terms, at the termination, expiration or completion of these Terms, any provisions of these Terms which would by their nature be expected to survive termination, expiration or completion shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive termination, expiration or completion.

**17. No Waiver**

None of our powers or rights created under these Terms shall be deemed to have been waived by any act or acquiescence of us. Our powers or rights under these Terms may only be waived by us in writing. No waiver by us of any power or right under these Terms shall constitute a waiver of any other power or right or of the same power or right on a future date. Our failure to enforce any provisions of these Terms shall not constitute a waiver of such provision or any other provision.

**18. Severability**

If any provision of these Terms is held to be unenforceable, then these Terms will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of these Terms, valid and enforceable. If a court declines to amend these Terms as provided herein, the invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in these Terms.

**19. Governing Law**

These Terms are governed by the laws of Western Australia which are in force from time to time and both you and we agree to submit to the exclusive jurisdiction of the Courts of western Australia for determining any dispute concerning these Terms.

**20. Contact Us**

To contact us about these Terms or to seek further information, you may write to camelbooking@gmail.com