



**WILD BUSH LUXURY**  
**TRADE AGENT GENERAL TERMS AND CONDITIONS**  
Effective 7 August 2023

The following are the terms of trade of "Wild Bush Luxury" ("WBL")

The Terms and Conditions may only be varied by agreement in writing between Wild Bush Luxury and the Agent and these conditions may not be waived by any one party.

**PARTIES**

1. "Wild Bush Luxury" is the collective brand name for the following business units:

Brand Name: Bamurru Plains  
Brand Name: Arkaba Conservancy  
Brand Name: The Arkaba Walk  
Brand Name: The Maria Island Walk

ABN: 47 648 431 734

Address: Level 5, 89 York St, Sydney, NSW 2000

2. "Agent" whose details are set out in the 'Acceptance of Rates and Terms & Conditions' section below.
3. "Guest" means person or persons who has been identified as the end user of the booked Wild Bush Luxury Product or Add-On service.

**RELATIONSHIP OF PARTIES**

1. The relationship between the parties is an agency relationship for the limited purpose of the Agent offering Wild Bush Luxury Products to potential Guests under the terms and conditions.
2. Wild Bush Luxury agrees to allow the Agent to sell Wild Bush Luxury Products and Add-On services to Guests, in the capacity of the Agent for Wild Bush Luxury, on these Terms and Conditions.

**NEW AGENT APPLICATION FORM**

New Agents wishing to sell or promote Wild Bush Luxury products must complete a [New Agent application form](#) prior to making bookings.

**MINIMUM STAY (BAMURRU PLAINS & ARKABA)**

- A two night minimum stay applies to bookings at Bamurru Plains and Arkaba Homestead (year round).
- There may be occasions where a three night minimum stay will apply in order to maximise our small inventory. You will be advised of this at the time of booking.
- On occasion we may be able to accommodate a one-night stay, subject to availability. Please enquire with our reservations team.

**CHECK-IN AND CHECK-OUT (BAMURRU PLAINS & ARKABA)**

- Check-in is strictly from 2pm (we recommend arriving in time for a guided afternoon activity at 3.30pm (later in summer)).
- Check-out is required by 11am (typically following a guided morning activity)

**EARLY CHECK-IN AND LATE CHECK-OUT (BAMURRU PLAINS & ARKABA)**

- Must be requested at time of booking.
- An additional charge of 75% of the nightly rate, subject to availability.
- Inclusions are lunch, an afternoon safari activity and immediate access to guestroom(s).

**FAMILY POLICY**

We welcome children over the following ages:

Bamurru Plains	Arkaba	The Arkaba Walk	The Maria Island Walk
8+	12+	12+	12+

- An application for exception may be made when guests travel with their nanny to care for younger children. In this instance, an exclusive use booking is essential.
- Note that there are no child minding services, highchairs, play equipment or WiFi / Internet at any of our lodges or walking camps.

**MAXIMUM ROOM OCCUPANCY**

- Maximum two adults in each room type
- Select room types can accommodate additional children 17 and under sleeping in swag bedding. Please speak to our reservations team for more details and to ensure our experiences are the right fit for the family (note family policy above).

## MAXIMUM GUESTS

	Bamurru Plains	Arkaba	The Arkaba Walk	The Maria Island Walk
Total guests	34	10	10	10
Total adults	26	10		
Total additional children (sleeping in swag bedding)	8	3		

## GROUP BOOKINGS & EXCLUSIVE USE

- Exclusive Use & Group rates are available on application.
- A \$1,500 bump out fee applies to Exclusive Use of lodges

## AVAILABILITY

All dates and times are subject to availability at the time of booking. Check availability and days of operation either via the relevant website link below or with the Wild Bush Luxury reservations team, prior to confirming a booking on behalf of the customer.

Bamurru Plains - availability <https://services.semper.co.za/BookingEngine/full-layout/booking-process/room-availability>

Arkaba - availability

<https://services.semper.co.za/BookingEngine/full-layout/booking-process/room-availability?venueid=18028&channelid=562&showlogo=1&ShowAddAvail=false>

The Arkaba Walk - availability

<https://cart.arkabawalk.com/activity/selection?filter=ProdGroup-Arkaba>

The Maria Island Walk - availability

<https://cart.mariaislandwalk.com/activity/selection?filter=ProdGroup-Maria>

## BOOKINGS

1. When the Agent sells a Wild Bush Luxury product, it is the Agent's responsibility to clearly communicate the following to the guest to ensure their understanding and acceptance of:
  - a. Items listed in the [Need to Know](#) section at the beginning of this document related to the standard of accommodation and the experience we have created for the guests
  - b. WBL terms and conditions

Should the Agent fail to disclose any part of the Wild Bush Luxury booking conditions, Wild Bush Luxury is entitled to recover the cost from the Agent arising from any incorrect disclosure, including the cost of any compensation paid to the customer.

Full terms and conditions for each Wild Bush Luxury brand

- *Bamurru Plains* - <https://www.bamurruplains.com/about/terms/>
- *Arkaba & The Arkaba Walk* - [www.experiencearkaba.com/terms-conditions/](http://www.experiencearkaba.com/terms-conditions/)
- *The Maria Island Walk* - <https://www.mariaislandwalk.com/terms-and-conditions/>

2. WBL will provide a Booking reference to the Agent upon confirmation of booking.
3. The Agent must provide the Guest with a receipt of payment, a voucher or confirmation document which must be presented upon check-in. Without this document, customers may be charged full price for their experience and will be instructed to obtain a refund through The Agent. Details to include:
  - Wild Bush Luxury Booking Reference
  - Agent Booking ID/voucher number
  - Guest first and last name
  - Product and add-on details
  - Link to Wild Bush Luxury's FAQs page
  - Booking Terms and Conditions
4. Final rooming list, arrival and departure details, meal and tour requirements are due 30 days prior to arrival.

## ONLINE INDEMNITY FORM

Wherever possible, all Guests must complete an online indemnity form prior to arrival. Links to the online indemnity form may be found on the booking confirmation email.

All documents must be completed by the Guest and not the Agent.

## SELL RATES

1. The Agent agrees to sell Wild Bush Luxury products at the Sell Rates contained in the latest Rates Sheet.
2. Any changes in Sell Rates will be advised to agents at the earliest opportunity and reflected in the Rate Sheet.
3. All Sell Rates are inclusive of Australian GST and are subject to change at Wild Bush Luxury's discretion.
4. Agents must confirm the validity of a rate, either online or with the WBL reservations team, prior to confirming the final cost to the customer.

## AGENT COMMISSION

1. Nett Rates are provided to Agents.
  - Agent Commission (the amount the Agent is entitled to receive) is the equivalent to the Sell Rate minus the Nett Rate
  - not payable on cancelled bookings
2. Commission Level:
  - is confidential and Agents must agree not to disclose this information to any other person.

- may be reviewed at Wild Bush Luxury's discretion with a minimum of 2 weeks' notice.

## **PAYMENT POLICY**

1. The Agent agrees to pay WBL in accordance with the Payment & Cancellation Schedule outlined in this document.
2. If payment is not made in full, or proof of remittance received by the due date, the booking is subject to automatic cancellation.
3. To settle your account please pay by credit card (preferred) at or bank transfer.

## **CREDIT CARD PAYMENTS**

Credit card payment will attract a 1.2% merchant fee to Visa, Mastercard & 1.6% for American Express payments. Surcharges which are subject to change and are non-refundable.

You will need your four-digit booking reference found in the subject line of your confirmation email  
Please include reference: Folio Number & Lead Name (E.g. 1234 CARLOW).

Bank transfer details

ABN	47 648 431 734
Bank	National Australia Bank
Name	Wild Bush Luxury Experience Pty Ltd trading as Bamurru Plains
BSB	082-057
Account:	976953655

Note: IBAN is not used in Australia. Using the SWIFT code (NATAAU3303M) will be sufficient to make your international transfer. Please check bank and exchange fees your bank will charge you for international transactions. We are pleased to absorb any fees charged by our bank on our end.

## **CANCELLATION POLICY**

Our business depends on maximising occupancy and due to our remote locations, last minute cancellations often result in empty rooms due to long booking lead times. Cancellations must be advised by email and the penalties outlined in this document will take effect from the date the email is received.

- Dropped inventory is subject to the same cancellation penalties
- Date changes are considered a cancellation
- No shows or early departures will incur 100% cancellation fee as will any unused services or unused nights due to flight / weather disruption.

## **CANCELLATIONS BY WILD BUSH LUXURY**

1. To ensure the highest standards are maintained, WBL reserves the right to reschedule or alter the experience date and time with no prior notification. These changes do not constitute a claim for a refund. Providing customers with a safe experience is of the utmost importance.
2. If a Walk is cancelled due not meeting minimum walk numbers, WBL will endeavour to rebook customers on a suitable alternative date or should the guest prefer, cancel the reservation and refund the deposit.
3. Shared group experiences such as but not limited to Bamurru's Kakadu Day trip or Art of Arnhem Land itinerary may be cancelled if they do not meet minimum numbers. Guests will be notified at least 30 days in advance.

## **FORCE MAJEURE**

'Force Majeure' means (without restriction) any event which Wild Bush Luxury could not, even with due care, foresee or avoid. Force Majeure covers events such as, but not limited to, adverse weather conditions, fire, flood and all similar circumstances beyond our control. In the case of Force Majeure, Wild Bush Luxury will not accept liability and reserves the right to change and cancel trips. Any changes will be communicated in writing with care for your clients in mind.

## **TRAVEL INSURANCE**

We strongly recommend that all guests obtain travel insurance, including cover for cancellations and emergency medical care. Always check the insurance policy's product disclosure statement. We will not be able to provide refunds outside of our standard cancellation policy in the event of any occurrence that would typically be covered by travel insurance.

## PAYMENT & CANCELLATION SCHEDULE

<b>FIT Payment</b> policy: (Bamurru - 4 rooms or less)   (Arkaba - 2 rooms or less)   4 walkers of less	
Deposit:	20% within 14 days
60 days before arrival:	Full balance is required
Bookings made within 60 days of arrival:	Full balance is required within 48 hours
Bookings made within 14 days of arrival:	Full balance is required at time of booking

<b>FIT Cancellation</b> policy: (Bamurru - 4 rooms or less)   (Arkaba - 2 rooms or less)   4 walkers of less	
90 days or more before arrival	Deposit will be refunded less a \$50 admin fee and any credit card charges
Within 61-89 days of arrival	Loss of deposit
60 days or less of arrival:	100% of total contracted package will be retained

<b>GROUP Payment</b> policy: (Bamurru - 5 rooms or more )   (Arkaba - 3 rooms or more)   5 walkers or more	
Deposit:	20% within 14 days
90 days before arrival:	Full balance is required
Bookings made within 90 days of arrival:	Full balance is required within 48 hours
Bookings made within 14 days of arrival:	Full balance is required at time of booking

<b>Groups Cancellation</b> policy: (Bamurru - 5 rooms or more )   (Arkaba - 3 rooms or more)   5 walkers or more	
120 days or more before arrival	Deposit will be refunded less a \$50 admin fee and any credit card charges
Within 91-119 days of arrival	Loss of deposit
90 days or less of arrival:	100% of total contracted package will be retained

<b>Exclusive Use Payment</b> policy	
Deposit:	20% at time of booking
120 days before arrival:	50% of balance due

90 days before arrival:	Final balance due
Bookings made within 90 days of arrival:	Full balance is required within 48 hours

<b>Exclusive Use Cancellation</b> policy	
151 or more days before arrival	Deposit will be refunded less a \$50 admin fee and any credit card charges
121 - 150 days before arrival	Loss of deposit
Within 91-120 days of arrival	50% of total contracted package will be retained
90 days or less of arrival:	100% of total contracted package will be retained

**INDEMNITY**

Wild Bush Luxury Experience Pty Ltd (WBL) indemnifies the Client, its Clients, employees and contractors against any direct loss, damage, cost and expense arising from any claim by any person against the Client, in tort, contract, bailment or otherwise for loss or damage to property, or injury to or death of any person, arising out of any act of negligence or omission of WBL in relation to this Agreement.

WBL indemnifies the Client, its Clients, employees and contractors against any direct loss, damage, cost and expense arising from any delay, non-delivery or other failure WBL to supply WBL Products as agreed, including at the specified quality. This indemnity does not extend to Activity Provider Products.

In no circumstance will WBL's liability pursuant to the indemnities granted in clauses above exceed the cost of the WBL Product or the re-supply of the WBL Product.

The Client and each Accommodation Package Recipient indemnifies and holds harmless WBL, officers, employees and contractors against all loss, damage, cost and expense arising from any claim by any person against WBL that arises out of any act or omission of the Client or Package Recipient.

## **SALES & MARKETING CONDITIONS**

### Publication of Wild Bush Luxury Products & Brand Assets

1. Prior to publishing any offers or advertisements of WBL products, offline or online, the agent must obtain written approval from WBL of the content, form and creative of the proposed offer or advertisement. WBL reserves the right to restrict which products may be offered or advertised by the agent and the basis or way in which the products are offered or advertised, including in relation to rates, special offers, currency, and the representation of products.
2. The agent must obtain written approval from WBL, granting the agent a licence for any offline or online use of WBL brand assets, including trademarks, logos and brand images.
3. Copy, images and video footage, produced by WBL is available on request

### Digital Conflict of Interest

1. The Agent must agree not to participate in Metasearch programs by paying to display rates for Wild Bush Luxury products. Metasearch refers to lead generation platforms and websites that provide consumers the ability to comparison shop across multiple online travel agents and WBL's own online booking engine rates. These include, but are not limited to, Trip Advisor, Trivago, Google Hotel Price Ads, Kayak, Google Places, Google Hotels, Finder, Skyscanner and Google Maps.
2. The Agent must agree not to bid on any businesses, brand names and specific locations which these businesses operate in and any exact or variation of the Primary Keyword Phrases, including common misspellings, abbreviations or change in word order, in any form of paid advertising or search engines.
3. The Agent must agree not to use any of the Business Names, Primary Keyword Phrases listed below, or WBL images in page/profile names, usernames, signatures, avatars and profile shots within social media or buy, or own any domain names that contain Primary Keyword Phrases in the URL.
4. The Agent agrees to not use these Businesses, Brand Names and Locations in ad text or display URLs, nor shall the agent place social media adverts (Eg. On YouTube, Facebook or other channels) in a way that targets, competes or confuses users as to the origin/ownership of the activities.

Business Names / Trademarks:

- Wild Bush Luxury
- Arkaba
- Arkaba Homestead
- Arkaba Walk
- The Arkaba Walk
- Arkaba Conservancy
- Bamurru Plains
- Bamurru
- Guided Walks of Maria Island
- The Maria Island Walk
- Maria Island Walk
- Maria Island Guided Walk

Primary Keyword Phrases (do not bid):

- Experience Arkaba
- Wild Bush Story
- Wild Bush Stories
- Bamurru Plains Luxury Lodge
- Arkaba Luxury Lodge

Should the agent run digital campaigns that incorporate our destinations, we further require that the following combinations are placed as 'negative keywords' in search term campaigns.

Negative Keyword combinations:

- Maria Island Walking Tours
- Arkaba Flinders Ranges
- Bamurru Plains Kakadu

WBL reserves the right to revoke this agreement if changes are not made to ads that we believe are not in compliance with this criteria.

#### Social Media Policy

Social Media means a web or mobile-based application that allows or facilitates the creation and exchange of user-generated content including, but not limited to, Facebook, YouTube, Twitter, Instagram, Pinterest, Snapchat, Reddit, Tumblr, LinkedIn, Qzone, Weibo, WeChat, Ask.fm, Flickr, VK, Odnoklassniki and Meetup. Agents agree not to create official or unofficial pages/profiles on Social Media sites that are primarily used to promote WBL products without express written permission; nor post comments to forums, blogs, Social Media or review sites that insinuate that the agent is an official representative of the WBL business.

#### Data Protection & Privacy Policy

WBL has implemented in accordance with all the applicable data protection, the necessary organisation and technical security measures within their scope to guarantee personal data protection, and avoid its alteration, loss, illegal use and non-authorised access. WBL is dedicated to keeping your details private. See here for our full Privacy Policy

<https://experienceco.com/privacy-policy/>

### **WILD BUSH LUXURY KEY CONTACTS**

Wild Bush Luxury Reservations

Monday - Friday: 9am-5pm

Arkaba: [arkaba@wildbushluxury.com](mailto:arkaba@wildbushluxury.com)

Arkaba Walk: [arkabawalk@wildbushluxury.com](mailto:arkabawalk@wildbushluxury.com)

Bamurru Plains: [bamurru@wildbushluxury.com](mailto:bamurru@wildbushluxury.com)

The Maria Island Walk: [mariaisland@wildbushluxury.com](mailto:mariaisland@wildbushluxury.com)

P: +61 2 9571 6399

Wild Bush Luxury Admin & Accounts

Monday-Friday - 9am-5pm

E: [accounts@experienceco.com](mailto:accounts@experienceco.com)

P: +61 2 9030 6311

## **ACCEPTANCE OF RATES AND TERMS & CONDITIONS**

1. Any act by the Agent to sell Products, Packages and Add-on Experiences to a Guest, confirming a booking or authorising payment will be deemed to be acceptance of the terms and conditions set out in this Agreement.
2. The Agent acknowledges that failure to keep within the terms stated in this document may result in the temporary or permanent withdrawal of their account with the Company.
3. The Agent is liable for all legal and related incidental costs incurred by the company in the recovery of all amounts owing as a result of any breach of this agreement.
4. Agents must agree to further indemnify WBL, its associate companies, directors and associates against any risk or action related to the customer's participation in a Wild Bush Luxury product/experience
5. WBL is not obligated to fulfil any products and add-ons where the Agent has failed to comply with their obligations under this Agreement.