

Camping and Walking Fee – Cancellation and Modification Policy

Northern Territory Parks Booking System

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Acronyms and Abbreviations	Full form
ACL	Australian Consumer Law
Cancellation limit	The final date that a refund can be obtained without supporting documentation when a booking is altered or cancelled
CST	Customer Services Team
DEPWS	Department of Environment, Parks and Water Security
ED	Executive Director
Immediate family	A relation of the person making the booking who is a father, mother, brother, sister, daughter, son or equivalent guardian
NTG	Northern Territory Government
Parks and Reserves	Areas managed by the Parks and Wildlife Commission and declared under section 12 of the <i>Territory Parks and Wildlife Conservation Act 1976</i>
Refund	Monetary amount payable to the person who made a booking for camping, walking or other fees in accordance with this policy
the Commission	Parks and Wildlife Commission

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1. Purpose

The purpose of the Parks and Wildlife Commission (the Commission) Camping and Walking Fee - Cancellation and Modification Policy (the Policy) is to ensure consistent and transparent decision-making in relation to claims for refund of fees paid by private individuals or groups for the purposes of camping and undertaking multi-day walks.

2. Scope

The Policy applies to visitors who pay for bookings through the Commission's Booking System for camping, walking fees (or other fees) at Parks and Reserves managed by the Commission. The Policy is not intended for use by the Territory Wildlife Park, Alice Springs Desert Park, George Brown Darwin Botanic Gardens or any other business operating under the *Territory Parks and Wildlife Conservation By-Laws 1984*, specifically By-Law 13 Trade and Commerce permit.

The Policy is supplementary to legal obligations, particularly those under Australian Consumer Law (ACL).

The Policy is not intended for the consideration of fees (and refunds) in relation to goods, however it is noted that the supply of goods is also subject to legal obligations under the ACL.

The Policy may be overruled by wider Northern Territory Government (NTG) or the Commission's decisions about waiving or deferring fees and charges. The Commission will be guided by government in those circumstances.

3. Fee Types

For the purpose of the Policy, fees are received by individuals or groups for camping or undertaking multi-day walks (where applicable) within Parks and Reserves managed by the Commission.

4. Consumer Rights and Obligations

The Commission is responsible for providing consumer guarantees for services provided, under the ACL. To meet consumer guarantees, the Commission must ensure that the services that are paid for are:

- provided with due care and skill
- fit for any specified purpose (express or implied)
- provided within a reasonable time (when no time is set).

There are some services that are not required to be covered by consumer guarantees including, but not limited to:

- services bought before 1 January 2011
- services costing more than \$100 000, which are for commercial use.

Consumer obligations

Consumers' rights are not limitless and the consumer guarantees do not require the Commission to provide a remedy unless one of the guarantees has not been met. For example, the Commission is not required to provide a remedy if a consumer:

- simply changes their mind, decides they do not like the purchase or has no use for it
- discovers they can buy the goods or services more cheaply elsewhere
- has damaged the goods by using them in a way that was unreasonable.

Further information on consumer guarantees can be found at: <https://www.accc.gov.au/business/treating-customers-fairly/consumers-rights-obligations>.

5. Policy Statement

5.1. Cancellation Period and Refund amounts

An appropriate cancellation period enables customers to make bookings and payment knowing that there may be a time period to cancel in the event of a change in circumstances (e.g. change in employment, family circumstances).

50% Refund Period

- All cancellations made more than 30 calendar days prior to the booking start date will be eligible for 50% refund.
- The refund will be automatically processed through the Commission’s Booking System.

No Refund Period

- All cancellations made within 30 calendar days prior to the booking start date will not be refundable unless there are extenuating circumstances.

Days prior to the booking start date:	Activity the booking relates to:	Percentage of refund:
More than 30 or more	<ul style="list-style-type: none"> • Multi-day walk (including camping fees associated with multi-day walk) • Camping 	50%
Between 0 and 30	<ul style="list-style-type: none"> • Multi-day walk (including camping fees associated with multi-day walk) • Camping 	No refund

Table 1 - Summary of Cancellation Period and Refund Percentage

5.2. Modification rules and fees

Modifications can be made to bookings via the Booking System and vary depending on the location of the campground.

5.2.1. Modification rules for multi-day walks and camping in low visitation areas

- Modifications that increase the value of the booking by adding people or days, can be made to bookings that are more than one (1) day in the future.
- Modifications that decrease the value of the booking by reducing the number of people or nights cannot be made between 0 and 30 days before the booking start date.
- Modifications that decrease the value of the booking by reducing the number of people or nights can be made to bookings that are more than 30 days in the future.

5.2.2. Modification rules for camping in high visitation areas

- Modifications that increase the value of the booking by adding people or days, can be made to bookings that are more than one (1) day in the future.
- Modifications that decrease the value of the booking by reducing the number of people or nights cannot be made between 0 and 14 days before the booking start date.
- Modifications that decrease the value of the booking by reducing the number of people or nights can be made to bookings that are more than 14 days in the future.

Further information about modifications at individual campgrounds can be found at Attachment A.

5.3. Extenuating circumstances

Where refunds do not meet the Cancellation Period for automatic processing through the online booking system, refunds will be considered in the following circumstances:

- Death, serious illness or severe injury of the person making the booking or their immediate family up to 14 days prior to or during the booking period and written details (eg certificate) received.

Other extenuating circumstances not outlined above may be put forward on a refund application; the Commission will consider circumstances, however in most instances a refund will not be provided.

If approved, refunds issued for extenuating circumstances will incur an administration fee of 10% of the original booking amount.

5.4. Pandemics

Refunds will be considered due to the impacts of declared pandemics (including COVID-19). A refund will be considered where the following occurs up to 14 days of the start of the booking and where written evidence is provided:

- The booking holder or member of their household has recorded a positive COVID-19 test result; is required to self-isolate; or awaiting the results of a COVID-19 test; or
- A State/Territory Government or Commonwealth Government directive is issued and means the booking holder is no longer able to travel to their booked destination or from their preceding destination.

5.5. Refund due to Park closure

The Commission retains the right to close any part of Parks and Reserves without notice for management reasons or unforeseen circumstances such as, and not limited to, weather extremes or emergency reasons.

Refunds due to Park Closures will be assessed upon application and a refund will be issued for the unused proportion of the booking.

5.6. Refund rejections

The Commission will reject a claim for a refund for the following factors including but not limited to:

- incorrect information or details input in the online booking system by the person making the booking;
- unfavourable or unpleasant weather conditions;
- personal decisions to change visit plans;
- personal decisions to arrive after the booking start date or leave before the booking end date;
- the failure of a person or group to obtain a transport booking or the failure of their chosen transport to operate; and
- ill health or sickness not life-threatening.

The Commission will not refund any part of the amount paid in the case of a delayed arrival or early departure or if fewer campers than booked occupy the camp site.

6. Refund Method

Modifications or cancellations are processed in the Commission's Booking System according to the Policy statements set out above.

Refunds can only be credited to the original credit card or account used to purchase the booking.

An Administration Fee of 10% of the original booking amount applies when refunds are processed by a Commission staff member by phone, through email or in person. The Administration does not apply to refunds processed by Commission staff when they are due to pandemics (see section 5.4) or Park closures (see section 5.5)

Refund will be processed at the time changes are made and may take up to two weeks to appear on bank statements.

Refunds will be considered due to declared emergencies, pandemics, Park closures and must be applied for within 28 days of the booking commencement date.

7. Delegate Approval

A refund, reimbursement, or other alternative remedy, must be approved by the appropriate delegate in line with requisite governing legislation (e.g. *Financial Management Act 1995* and *Contracts Act 1978*) and subordinate legislation (e.g. the Department's Financial Delegations and relevant Treasurer's Directions).

8. Notify Customers

Customers will be promptly notified after a decision has been made.

Where it is identified that the situation is likely to apply to other customers, decisions should be applied consistently.

Where a decision is made to refuse a refund, deferral of the service or alternative option of reimbursement, the notification should include the reasons for the decision and the customer's right to request a review.

9. Legislation and associated documents

Australian Consumer Law

Treasurer's Directions

Aboriginal Land Rights (Northern Territory) Act 1976 (Cwth)

Cobourg Peninsula Aboriginal Land, Sanctuary and Marine Park Act 1981

Contracts Act 1978

Financial Management Act 1995

Nitmiluk (Katherine Gorge) National Park Act 1989

Parks and Wildlife Commission Act 1980

Territory Parks and Wildlife Conservation Act 1976