

Dhimurru Terms and Conditions



PLEASE READ AND – WITH RESPECT TO YOLŲU CUSTODIANS, THE ENVIRONMENT AND YOUR OWN SAFETY – COMPLY.

Permit holders agree:

To carry your permit with you at all times (digitally as a screenshot or in hard copy).

- Permits may only be booked a maximum of six (6) months in advance unless otherwise approved by Dhimurru Aboriginal Corporation.
- Child Permits apply to persons aged 16 years and under. A surname and date of birth must be provided when purchasing.
- That your permit may be revoked, cancelled or suspended at any time in accordance with the **Aboriginal Land Act 1978 (NT)** if you, or any other person named on your permit, breaches these Terms and Conditions or fails to comply with any applicable law or lawful direction.
- That you enter Aboriginal land entirely at your own risk and agree that Dhimurru Aboriginal Corporation, the Northern Land Council and the relevant Aboriginal Land Trust accept no liability for any death, injury, illness, loss or damage of any kind, however arising, during or as a result of entering or visiting Aboriginal land, except where liability cannot be excluded by law.
- That you consent to Dhimurru Aboriginal Corporation collecting, storing and sharing your personal information with relevant third parties for the purposes of administering permits, bookings, recreation area management and associated services, in accordance with applicable privacy legislation.
- Dhimurru Aboriginal Corporation reserves the right to amend, suspend, revoke or cancel any permit or booking without prior notice where necessary for cultural, environmental, operational or public safety reasons, or where these Terms and Conditions have been breached.
- That this Visitor Access Permit is not transferable and is applicable only to the persons, vehicles and dates specified on the permit. Camping bookings may only be transferred with the prior written approval of Dhimurru Aboriginal Corporation.
- That you are entering the Dhimurru Indigenous Protected Area for lawful purposes only and will comply with all applicable Commonwealth, Northern Territory and Aboriginal Land legislation.

Only go where you are permitted to go

Permit holders agree:

- Travel only on approved roads and do not divert or use private roads to access recreation areas.
- Drive only on defined tracks and do not drive on beaches except at those locations expressly authorised under this permit.
- Observe all signs and comply with all lawful directions issued by Dhimurru Aboriginal Corporation, the Northern Land Council, Police or authorised officers. If you come to a locked gate, do not pass through. Turn back.
- Do not photograph, interfere with, enter or remain on sacred sites except in accordance with this permit and the **Northern Territory Aboriginal Sacred Sites Act 1989 (NT)**.
- Do not access the cliff face or the top of the cliff at **Banambarrŋa (Rainbow Cliff)** as this is a sacred site.
- Respect all temporary closures, restrictions and exclusion zones established by Dhimurru Aboriginal Corporation.
- Recreation areas, campsites, roads or tracks may be closed or restricted at any time due to cultural obligations, ceremonial business, environmental protection, fire management, maintenance works, public safety or operational requirements.
- Visitors must not remove, damage or interfere with any signs, gates, fences, barriers or other infrastructure installed by Dhimurru Aboriginal Corporation.
- Access beyond designated recreation areas is prohibited unless otherwise authorised by permit.

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Stay safe and respect others

Permit holders agree:

- Not interfere with the activities of Aboriginal people or other persons in the area and do not enter any buildings, dwellings, living areas or camps without the consent of the owner or occupier.
- Respect Yolŋu culture, customs, Traditional Owners and other visitors at all times.
- Take reasonable precautions to ensure transport, machinery, boats, trailers and camping equipment are free from soil, weeds, seeds, pests and diseases prior to entering Aboriginal land.
- Comply with any biosecurity directions issued by Dhimurru Rangers or authorised officers.
- Ensure motor vehicles are registered, roadworthy and in satisfactory condition, and carry adequate spare parts, recovery equipment, fuel, food and drinking water appropriate for remote travel.
- Be responsible for recovering your own motor vehicle, trailer or equipment should it become bogged, damaged or malfunction. Dhimurru Aboriginal Corporation does not provide vehicle recovery services.
- Not park vehicles or trailers on boat ramps or in a manner that obstructs access for other visitors or emergency vehicles.
- Saltwater crocodiles inhabit all waterways, beaches and coastal areas within the Dhimurru Indigenous Protected Area. Swimming, fishing and other water activities are undertaken entirely at your own risk.
- Visitors acknowledge that natural hazards exist throughout the Indigenous Protected Area, including crocodiles, snakes, marine stingers, uneven terrain, falling branches, changing tides, extreme weather and other remote area hazards.
- Do not clean fish or leave food scraps near waterways or campsites, as this may attract wildlife.
- Respect neighbouring campers and visitors by keeping noise to a minimum at all times.
- Generators may only be operated between 7:00am and 9:00pm, unless otherwise authorised by Dhimurru Aboriginal Corporation.
- Mobile phone reception is limited throughout the Indigenous Protected Area. Visitors are encouraged to carry adequate food, water, first aid supplies and suitable communication equipment when travelling in remote areas.
- Follow all lawful directions issued by Dhimurru Rangers, Traditional Owners and authorised officers.

Leave no trace

Permit holders agree:

- Camp only in designated campsites.
- Remove and dispose of all rubbish responsibly. Leave campsites and recreation areas in a clean condition.
- Dispose of toilet waste responsibly by burying waste at least 15cm deep and at least 100 metres from campsites, waterways and creeks where toilet facilities are not provided.
- Do not burn rubbish.
- Do not disturb the environment, including wildlife, vegetation, waterways, soils or natural landforms.
- Do not feed, harass or interfere with native wildlife.
- Do not disturb turtle nesting areas, nests, hatchlings or marine wildlife.
- Only remove flora (including firewood) from locations specifically designated by Dhimurru signage.
- Do not remove shells, coral, rocks, sand or other natural features from recreation areas.
- Do not remove, damage or interfere with cultural artefacts, middens, scar trees or ceremonial places.
- Campfires are only permitted where authorised. Observe all Total Fire Bans and local fire restrictions.

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- Never leave a campfire unattended and ensure all fires are completely extinguished before leaving.
- Ensure your dog remains under effective control at all times and does not disturb wildlife or other visitors. Dogs may be prohibited from certain recreation areas during turtle nesting seasons or wildlife protection activities.
- No other domestic animals are permitted within Dhimurru Recreation Areas unless authorised.

Refrain from all prohibited activities

Permit holders agree:

- Do not ride unregistered motorbikes, trail bikes, off-road vehicles, ATVs or quad bikes within the Dhimurru Indigenous Protected Area.
- Firearms and other weapons are prohibited unless authorised by law and approved in writing by Dhimurru Aboriginal Corporation.
- Do not hunt or interfere with wildlife.
- Do not bring caravans into Dhimurru Recreation Areas unless specifically authorised.
- Do not conduct trade, commercial activities or undertake work unless expressly authorised by the permit or approved by Dhimurru Aboriginal Corporation.

Obtain other permits and licences as required

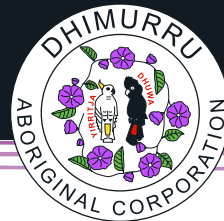
Permit holders agree:

- Do not conduct commercial tour operations without a sub-licence issued by Dhimurru Aboriginal Corporation.
- Commercial photography, filming or audio recording may only be undertaken with the appropriate permits and written approvals.
- Drone operations within the Dhimurru Indigenous Protected Area require prior written approval and a Drone Permit issued by Dhimurru Aboriginal Corporation. All drone operators must comply with applicable Civil Aviation Safety Authority (CASA) regulations.
- Dhimurru Aboriginal Corporation reserves the right to photograph, film, reproduce, publish and distribute images and video captured by Dhimurru employees, contractors or authorised representatives within the Dhimurru Recreation Areas for promotional, educational, cultural, conservation and operational purposes.
- By voluntarily submitting photographs or video to Dhimurru Aboriginal Corporation, you grant Dhimurru a non-exclusive, royalty-free licence to reproduce, publish and use that material for promotional, educational, cultural, conservation and operational purposes unless otherwise agreed in writing.
- Follow the laws regulating the consumption of alcohol in East Arnhem Land and obtain any required alcohol permits.
- Be in possession of a valid licence for the vehicle or vessel being operated.
- Obtain any fishing permits required through the Northern Land Council. This permit does not authorise fishing, hunting or the use of boats within closed waters. Fishing is permitted from the banks of Dhimurru Recreation Areas unless otherwise stated.

PLEASE NOTE:

Each campsite is charged at a minimum rate of two (2) adults.

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Force Majeure

Dhimurru Aboriginal Corporation reserves the right to amend, suspend or cancel permits, bookings, WATA Experiences or access to recreation areas where circumstances are beyond its reasonable control.

This may include, but is not limited to:

- Severe weather conditions, including cyclones, flooding, bushfires or other natural disasters.
- Cultural obligations or ceremonial business.
- Road closures or restricted access.
- Public safety concerns.
- Government directions or emergency declarations.
- Operational or environmental management requirements.

Where a permit, booking or WATA Experience is cancelled by Dhimurru Aboriginal Corporation due to any of the above circumstances, refunds will be considered in accordance with the applicable Refund Policy.

WATA EXPERIENCES – TERMS AND CONDITIONS

The following Terms and Conditions apply to all WATA Experiences, Cultural Tours, Guided Walks, Healing on Country Experiences, Workshops, Cultural Immersions and other tourism products delivered by Dhimurru Aboriginal Corporation.

Definitions

For the purpose of these Terms and Conditions:

- *WATA Experience* means any cultural experience, guided tour, workshop, Healing on Country experience, cultural immersion, educational activity or tourism product delivered by Dhimurru Aboriginal Corporation.
- *Participant* means any person attending or participating in a WATA Experience.
- *Guide* means any Dhimurru employee, Ranger, Traditional Owner, Cultural Leader or authorised representative facilitating a WATA Experience.

Bookings

Participants agree:

- Full payment must be received prior to the commencement of the experience.
- Bookings are not confirmed until payment has been received.
- WATA Experiences operate subject to availability.
- Minimum participant numbers must be met before an experience can be confirmed.
- Where minimum participant numbers are not met, Dhimurru Aboriginal Corporation reserves the right to: reschedule the experience; offer an alternative experience; offer a credit; or provide a full refund.
- Participants must arrive at the nominated meeting location at least 15 minutes prior to the scheduled departure time.
- Late arrivals may result in participation being refused without refund where delays impact the experience for other participants.

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Medical Information

Participants agree:

To notify Dhimurru Aboriginal Corporation at least 48 hours prior to the experience of any:

- medical conditions;
- allergies;
- injuries;
- pregnancy;
- dietary requirements;
- mobility requirements; or
- any other circumstance that may affect safe participation.

Failure to disclose relevant medical information may result in participation being refused where safety may be compromised.

Children

Participants under the age of 18 years must be accompanied and supervised by a responsible adult unless otherwise approved by Dhimurru Aboriginal Corporation.

Accessibility

- Some WATA Experiences involve walking on uneven ground and participation in remote outdoor environments.
- Participants requiring accessibility assistance are encouraged to contact Dhimurru Aboriginal Corporation prior to booking to discuss suitable experiences.

Participant Responsibilities

Participants agree:

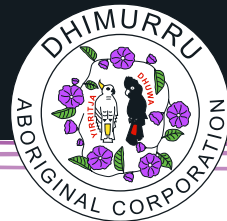
- Follow all directions provided by Guides.
- Wear suitable clothing and enclosed footwear appropriate for outdoor conditions.
- Bring any required medications.
- Carry sufficient drinking water where advised.
- Respect Yolŋu culture, Traditional Owners and cultural protocols at all times.
- Behave respectfully towards staff and other participants.
- Not participate whilst under the influence of alcohol or illegal drugs.
- Respect the environment and leave no trace.
- Immediately advise Guides of any safety concerns during the experience.

Weather

Participants acknowledge:

- WATA Experiences operate within natural outdoor environments.
- Weather conditions may change rapidly.
- Participants should dress appropriately for heat, rain, wind or other environmental conditions.
- Dhimurru Aboriginal Corporation may alter, postpone or cancel experiences where weather conditions may compromise participant safety.

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Cultural Knowledge and Intellectual Property

Participants acknowledge:

- Cultural knowledge, stories, language, artwork, songs, dances, ceremonies, demonstrations, traditional ecological knowledge and all other cultural material shared during WATA Experiences remain the intellectual and cultural property of the relevant Traditional Owners and/or Dhimurru Aboriginal Corporation.
- Such cultural material must not be reproduced, recorded, published, distributed, shared online or used for commercial purposes without the prior written permission of Dhimurru Aboriginal Corporation and the relevant Traditional Owners.
- Participants must respect all cultural directions provided by Traditional Owners and Guides regarding restricted knowledge, sacred places and cultural practices.

Photography and Recording

Participants agree:

- Personal photography is permitted unless otherwise advised by Dhimurru Aboriginal Corporation or Traditional Owners.
- Photography, filming or audio recording may be prohibited during certain cultural activities, ceremonies or at culturally significant locations.
- Commercial photography, filming or recording requires prior written approval from Dhimurru Aboriginal Corporation and any additional permits required by law.

Personal Property

Participants acknowledge:

- Personal belongings remain the responsibility of the participant at all times.
- Dhimurru Aboriginal Corporation accepts no responsibility for the loss, theft or damage of personal belongings during any WATA Experience.

Insurance

Participants acknowledge:

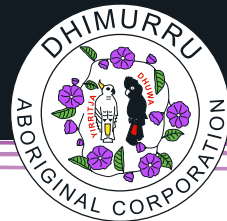
- Participants are responsible for arranging their own travel, medical and personal property insurance where appropriate.

Safety and Liability

Participants acknowledge:

- WATA Experiences may involve walking on uneven terrain, exposure to wildlife, changing weather conditions, remote environments and other natural hazards.
- Participation is voluntary and undertaken entirely at the participant's own risk.
- Dhimurru Aboriginal Corporation, its employees, Rangers, Guides, Traditional Owners and authorised representatives accept no responsibility for injury, illness, death, loss or damage arising from events beyond their reasonable control.
- Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies available under the **Australian Consumer Law** or any other legislation that cannot lawfully be excluded.

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Cancellation and Refund Policy

Participants agree:

- Cancellations received more than seven (7) days prior to the experience will receive a full refund, excluding booking and payment processing fees.
- Cancellations received within seven (7) days of the experience will not be refunded unless approved by Dhimurru Aboriginal Corporation due to exceptional circumstances.
- Where Dhimurru Aboriginal Corporation cancels an experience due to cultural obligations, severe weather, public safety, operational requirements or insufficient participant numbers, participants will be offered:
 - an alternative date;
 - an alternative experience;
 - a credit; or
 - a full refund.

Removal from an Experience

Dhimurru Aboriginal Corporation reserves the right to refuse participation or remove any participant, without refund, where they:

- Fail to follow Guide instructions.
- Behave in a disrespectful, offensive or unsafe manner.
- Damage the environment or cultural sites.
- Fail to respect Yolŋu cultural protocols.
- Place themselves, Guides or other participants at risk.
- Are affected by alcohol or illegal drugs.

Acknowledgement

By purchasing a Visitor Access Permit, On-Country Pass, camping permit or booking a WATA Experience, you acknowledge that you have read, understood and agree to comply with these Terms and Conditions.

Failure to comply with these Terms and Conditions may result in cancellation of your permit, booking or participation without refund.