



# TERMS & CONDITIONS

## OUR QUALITY COMMITMENT

Adventure Associates, hereunder known as AA, is a licensed travel agent of 40-year standing, giving you the consumer protection offered by the Travel Compensation Fund (TCF). The international and domestic travel products that you purchase from AA are quality-assured through our vetting of product and suppliers. We are committed to the provision of excellent service and quality products in which consumer feedback forms an integral part. Our knowledgeable staff can assist you or your travel agent in the selection of the right travel options to suit your budget and expectations.

## THE CONTRACT

These Booking Terms and Conditions contain important information. It is essential that you carefully read and understand them. The Booking Conditions constitute a legally binding contract between AA and you for the services provided and set out the basis of our legal relationship. Law governing the contract is New South Wales. By booking with us and paying a deposit as per amounts indicated, or full payment, you acknowledge that you have read, understood and agree to be legally bound by these Booking Conditions. Acceptance of your booking will be confirmed in writing to you or your travel agent, and a contract comes into existence on the date shown on your confirmation letter or email.

## 1) PRICES AND VALIDITY

Prices are based on costs and exchange rates at the time of publication. All shipping companies, tour operators and AA reserve the right to adjust prices whether or not you have already made full payment. We will do everything within our control not to adjust prices and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs and other operating costs on which prices are based. Airfares (except when otherwise stated), passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra meals, laundry, drinks, medical expenses, optional activities and trips, and any items of a personal nature are not included in your trip price. AA can assist with travel insurance and airfares at the time of booking. Please ask our consultants for details.

## 2) YOUR TRIP AND ASSUMPTION OF RISK

You may be travelling to regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home. By booking with us you acknowledge that participation in these trips involves inherent risks that may not be present in the case of conventional or less demanding holidays. These risks include, without limitation, the possibility of injury or death, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in a trip involves visiting remote or unstable regions, or regions where there is dangerous wildlife.

When assessing whether trips will operate, AA uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade, the British Foreign Office and the US Department of State. However it is your responsibility to accustom yourself with the travel advice provided by these government bodies, as well as that of your country of residency, before commencing the trip. By booking with AA you acknowledge your decision to travel is made after due consideration of relevant travel information that may be made available at any time.

## 3) EXCLUSION OF LIABILITY

Except where stated otherwise, AA acts as agent for service providers when making arrangements for your trip. Where AA provides services it will do so with due care and skill. AA is not responsible for the acts and omissions of others, including tour guides, airlines and accommodation providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. You warrant that you have not relied on any representation made by AA or any travel agent or other Representative, which has not been stated expressly on our website or in our brochures. AA will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the AA trip (including pre- and post accommodation) are entirely at your own risk and AA cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

To the fullest extent permitted by law and subject to the exception set out below, AA does not accept liability for any loss, death, injury or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from this contract or your participation in a trip, or in respect of a failure or omission on the part of AA to comply with its obligations under this contract, or in respect of any other conduct that AA undertakes in connection with a trip. To the fullest extent permitted by law and subject to the exception set out below, you also agree to release AA and its officers, employees, agents and representatives from all costs, liability, loss and damage incurred by you in connection with your participation in any trip, and waive any associated claims that you may have against AA or its Representatives as a result of your participation in any trip. For these purposes AA enters into these Booking Conditions as trustee or agent for its Representatives.

To the fullest extent permitted by law and subject to the exception set out below, any condition or warranty, which would otherwise be implied into these Booking Conditions is excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

## EXCEPTIONAL AND OPERATIONAL CIRCUMSTANCES

In some circumstances following a natural disaster or political crisis or for operational reasons including insufficient passenger numbers, services such as tours or cruises may be cancelled by the supplier at very short notice, up to several days prior to the date of service. We stress that this occurs extremely rarely, however in such eventualities AA will make every endeavour to offer substitute arrangements of a similar nature, standard, and cost. If the arrangements offered are not acceptable to you, a refund of the cancelled tour or cruise will be offered. Should the alternative arrangements you have accepted be at a higher cost than that originally charged, the additional cost will be charged by AA to your account.

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## EXCEPTION

The 'Exclusion of Liability' section set out in these Booking Conditions does not attempt or purport to exclude, restrict or modify liability arising under, or remedies that may be available to you, pursuant to legislation where the exclusion, restriction or modification of liability or remedies is not permitted. This includes legislation in part of the Competition and Consumer Act 2010, and any state or territory Fair Trading Act (or its equivalent).

## 4) PAYMENT TERMS

### STANDARD DEPOSIT

A deposit of A\$1000 is required for land tours. For cruises, the deposit is 20% to 30% of the total booking price per person. Deposits are due within 7 days of making the booking to secure your reservation. Failure to pay the deposit on time may result in your booking being cancelled. You will be notified at the time of booking if any additional deposit requirements apply. Receipt of your payment signifies the acceptance of the costs of services provided, and the booking terms and conditions contained herein.

### FINAL PAYMENT

Final payment for cruises is due 90 days prior to departure. Final payment for land tours is due 75 days prior to departure. In some instances the final payment date may be earlier as defined by the supplier. You will be notified of these exceptions to your payment schedule at the time of booking. Further exceptions to this are bookings made less than 45 days prior to departure whereupon full payment is required within 48 hrs, or by sale-end date, or other payment deadline as specified in individual package conditions, whichever is the earlier. Some airline tickets and/or special offers may require payment well in advance of the normal requirements. If you fail to meet payment conditions AA reserves the right to cancel the booking and apply the appropriate cancellation charges. Late payment may result in late issue of documentation that will not be issued until we are in receipt of payment in full.

### PAYMENT BY CREDIT CARD

Adventure Associates act as agents on behalf of all of the suppliers used to make your bookings. These suppliers include but are not limited to airlines, tour and cruise operators, car hirers, transfer and accommodation providers. Upon receipt of either a credit card deposit or full payment a contract then exists between you and the supplier and their terms and conditions then apply to your booking. It is the responsibility of the supplier to provide you with what you have booked. If payment is made by credit card you agree that you will not take steps to charge back your payment. Any dissatisfaction with services or subsequent disappointment that results in application for a refund in part or total must be directed to the credit card provider or the supplier.

### SPECIAL BOOKING CONDITIONS

Some services cannot be booked within 30 days prior to commencement of the services being utilised unless we are holding a 50% deposit, or full payment where applicable, in order to process your booking. Bookings for all tours and cruises, made less than 30 days prior to departure will require a deposit of 50% in order to process your booking. This also applies to certain hotels. You will be advised by Reservations when this condition is applicable. If unable to confirm your booking for any reason we will refund this deposit in full. Final balance is required immediately upon confirmation.

## 5) AMENDMENTS

Except as stated below, no fee will be charged for the first amendment or to extend an existing booking. Charges will apply in the following circumstances: A proposed

amendment may be treated as a cancellation in the case of airline tickets, rail passes and ferry tickets or travel incorporating any of these components and the relevant cancellation charges will apply. For second and subsequent alterations, excluding extensions or additions, an additional fee of A\$50 per booking applies. Any additional charges applied by suppliers are payable by the customer and will be charged to your account.

## ADDITIONAL CHARGES

Additional charges may be in addition to any other amendment fee charged by our suppliers and passed on to you.

Due to the costs of communication and provision of documents a charge will apply for the following services (all prices include GST):

- Minimum Booking: A\$100 for bookings of less than A\$500 total.
- Late Booking: A\$50 for any booking made less than 7 days prior to departure from Australia. Full payment is required on booking.
- Document Re-issue Fee: A\$100 for any amendment made that necessitates re-issue of documents.
- Credit Card Payment: A fee will be charged on the value of the amount being charged to your credit card and will be added to the amount being paid.
- Current fees: MasterCard, Visa Card: 1.5%. These additional charges are inclusive of GST.

## INVOICE ERRORS OR OMISSIONS

We reserve the right to correct any errors in rates quoted or calculated for any service, notwithstanding that the invoice may have been paid in full. All confirmed bookings are issued with an invoice detailing the services booked. If any service is still on request this will be indicated on the invoice. It is the responsibility of the travel agent and client to ensure all invoice details are correct and the client acknowledges all cancellation conditions.

## DOCUMENTATION

Travel vouchers and other documentation will normally be issued two weeks prior to departure. Documentation will not be issued until we are in receipt of payment in full. Issuance of documentation does not absolve responsibility for any outstanding payments due.

## 6) CANCELLATIONS

All cancellations must be made in writing through AA in Australia. No responsibility is taken for cancellations of hotel bookings or other services made directly by the client or the client's travel agent with the service provider, regardless of whether written proof is given.

## PARTIAL CANCELLATION

Cancellation of confirmed services forming part of an existing booking will incur cancellation fees as listed.

## CANCELLATION FEES

AA standard schedule of cancellation fees is as follows:

- 100 days + prior to departure: Forfeit of \$500 of deposit and any additional supplier fees
- 99-75 days prior to departure: Full loss of deposit
- 74-31 days prior to departure: Forfeit 75% of tour cost
- Less than 30 days prior to departure: Forfeit of 100% total cost

### Air tickets:

- prior to ticketing \$25;
- after ticketing \$250;
- after departure no refund.

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## SUPPLIER CANCELLATION FEES

Supplier cancellation charges may be in addition to the charges outlined above. Supplier charges are based on the commencing date and cost of each confirmed arrangement. Some services have cancellation fees higher than the standard scale, as listed below as a guide. Actual cancellation charges may vary as they are based on the amount levied on AA by suppliers at the time of cancellation. Charges may be up to 100% of the cost paid.

## NO SHOW

If you fail to check-in at your designated hotel/ship as confirmed, 100% No Show Fee will be charged.

## REFUNDS

Once you have left Australia a refund will not be given for any service or accommodation not used by you due to late arrival, early departure, or by choice. This includes the failure of any transportation to operate as scheduled. AA does not authorise any overseas suppliers, including hotel management, to promise refunds on our behalf. Any unused car rental is non-refundable. No refund applies if the cost of your holiday is reduced after final payment is made.

## COSTS NOT INCLUDED IN PRICES SHOWN

Airfares and transfers unless otherwise stated, visa and passport costs, travel insurance, vaccination and medical expenses, excess baggage, airport departure taxes, local government taxes and charges such as bed tax and city tax, laundry, postage, phone calls, fax/email charges, beverages, items of a personal nature, tips and meals not mentioned on itinerary.

## GST PROVISION

GST does not apply to air and land arrangements consumed overseas e.g. tours, hotel accommodation, car rental or car leasing. Where applicable, Australian GST is included in the prices and charges quoted. All fees are subject to GST.

## 7) CHANGES TO YOUR HOLIDAY

Due to the nature of these expeditions, weather, ice or government regulations may require changes to be made to your itinerary and/or the cancellation of some shore excursions. Every attempt will be made to adhere to the itineraries described within the limits of safety and time. In the event of changes, participants have no right to any refund or other compensation. Expedition prices are based on group participation. Should you choose not to take part in any activity or make use of any service provided, no refund will be made. Should the advertised tour leader or lecturer be unable to lead the tour due to illness or other reasons, a substitute person shall be found and no refund shall be made as a result of this change. Operators reserve the right to substitute the advertised vessel at any time with any other expedition vessel of appropriate standard. The information about trips given on our website or brochures, Trip Notes and Pre-Departure Information, are subject to change. It is your responsibility to review the up-to-date Trip Notes and Pre-Departure Information. These can be obtained from AA. The information and conditions in the Trip Notes and Pre-Departure Information are deemed to be part of the contract. Where changes to your trip occur after you have received your final documentation we will, where practical, advise you or your travel agent of such changes.

## 8) AUTHORITY OF THE LEADER

At all times the decision of the expedition or tour leader will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the leader makes about your on-going participation in the trip or certain activities that comprise part of the trip. If you fail to comply with a decision made by a leader, or interfere with the well-being of the group, then the leader reserves

the right to terminate this contract and order you to leave the tour immediately, with no right of refund.

## 9) COMPLAINTS

If you have any complaint about your trip, you must make it known at the earliest opportunity to the leader and/or AA who will normally be able to take appropriate action. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

## 10) TRAVEL INSURANCE

Travel insurance is not included in any of the prices quoted. We strongly recommend that you purchase travel insurance at the time of booking to cover yourself against loss of monies paid in the event of cancellation due to illness or other unforeseen circumstances; as well as for medical expenses, loss of luggage and other expenses incurred whilst overseas. Please speak to your travel agent or contact us for travel insurance.

## 11) PASSPORT AND VISAS

It is your responsibility that you carry a valid passport and have obtained the appropriate visas. Please ensure that your passport is valid for 6 months beyond the duration of your return travel date.

Please note formal authorisation must be provided for minors under 18 years travelling without a birth parent with same surname.

## 12) HEALTH, FITNESS, TRIP GRADES AND AGE LIMITS

It is your responsibility to advise AA of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other trip members. You are required to provide an assessment of your medical condition from a qualified medical practitioner. AA reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. AA also reserves the right to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other trip members. A legal guardian must accompany all travellers under the age of eighteen. If you have a question regarding age and suitability, please contact AA for further advice. AA cannot take responsibility for any injury or death under any circumstances.

## 13) PUBLICITY

You agree that any participating company and AA may use images of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only, through whatever medium it chooses.

## 14) PRIVACY

In order to be able to supply a service to you, participating companies and AA will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose. Please contact AA for further information.

## 15) WHEN YOU GET THERE

### LOCAL REPRESENTATIVES

Your documentation states the name and telephone number of our local representative. Please do not hesitate to contact our representatives for any assistance with difficulties or changes. If you need to alter your arrangements once overseas or to add services to your booking you may do this through our local

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representative. Any additional costs incurred therein must be paid directly to the supplier of the service and may not be charged back to AA. We cannot be held responsible for any subsequent complaint with arrangements booked directly with a supplier abroad. Cancellations of confirmed services must be notified through AA even if you have advised the local representative. AA does not authorise the employees of any overseas supplier to promise refunds to clients.

## CONSUMER CLAIMS

We endeavour to ensure that all your arrangements proceed smoothly. Occasionally problems can occur while you are away, in which case it is essential and most practical to try to resolve it locally with the provider of the service. You must inform our local representative immediately, or contact Adventure Associates if that fails. If you are unhappy with your hotel room please inform the Duty Manager so the situation may be rectified on the spot. If you fail to take these steps any claim to compensation may be reduced or denied. If you have an unresolved complaint this should be put to us in writing detailing the efforts that were made with the local operator to resolve the issue. Please send this with supporting documentation, via your travel agent, within 30 days of the date of the service. No claim made after this period will be considered.

## TIPPING

Our prices do not include tips unless stated otherwise. Tipping tour drivers and guides is normal practice in the countries we visit, however, please try not to feel harassed by the need to tip too many people, albeit small amounts. In retrospect you will find that tips constitute a small proportion of your overall touring budget.

## OVERBOOKING

In the tourism industry there is a chance of overbooking, especially by airlines and hotels. Client/s accept that any claim arising from overbooking may only be made against the airline or hotel concerned. Without prejudice to the foregoing, AA will take every possible action to protect the client's interest should such an overbooking or similar occur.

## 16) GENERAL RESPONSIBILITY

'The Company' means Adventure Associates Pty Ltd trading as Adventure Associates.

## WEBSITE and BROCHURE CONTENT

Every effort has been made to ensure that the website and brochures are accurate at the time of printing and The Company shall not be liable for any injury, damage or loss caused by any unintended inaccuracy. If for reasons beyond The Company's control, and if The Company determines in the interest of safety and security or for operational reasons to change your package arrangements, modify or cancel scheduled services and/or accommodation, either in whole or in part we reserve the right to do so, and will endeavour to provide alternative arrangements of the same standard as that originally booked.

## COMPANY RESPONSIBILITY

AA is not in itself a carrier or hotelier, nor do we own aircraft, hotels, coaches or cruises. The services that The Company supplies consist of arranging and coordinating accommodation, tours and transfers, making bookings and issuing vouchers to be redeemed by suppliers. We exercise every care in the selection of reputable airlines, tour operators, coach operators, hotels and other suppliers of the various travel services used in these tours. It is important to note, therefore, that all bookings with AA are subject to the terms and conditions and limitations of liability imposed by airlines, cruise operators, hoteliers, and other service providers including but not limited to shipping, rail, car hire and restaurant operators, whose services we utilise, some of which limit or exclude liability in

respect of death, personal injury, delay and loss or damage of baggage. We always do our best to ensure that your travel arrangements are satisfactory, and we accept liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence, or that of our employees or agents. However, The Company does not accept any liability of whatever nature for the acts, omissions or default whether negligent or otherwise, of those airlines, shipping and cruise companies, hoteliers or other persons providing services in connection with your tour arrangements pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over which The Company has no direct and exclusive control. The Company does not accept responsibility in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which is beyond its control, or which are not preventable by reasonable diligence on the part of The Company, including but not limited to war, civil disturbance, fire, flood, unusually severe weather, acts of God, acts of Government or any other authorities, accidents to, or failure of machinery or equipment, or industrial action (whether or not involving our employees and even though such actions may be settled by acceding to the demands of a labour group).

## CLIENTS' RESPONSIBILITY

You should familiarise yourself with any health or visa requirements that may be applicable in the areas that you intend visiting, and you shall be responsible for all entry, exit, health and other documents required by law, regulations, orders, demands or requirements of the countries visited or transited. You shall carry a valid passport at all times. Passport, visa and vaccination requirements are not our responsibility and we are not liable for any loss or expense due to your failure to comply with the above. It remains your responsibility to ensure that these documents are in order and to meet any additional costs incurred (whether by the client or by AA on the client's behalf) as a result of failure to comply with such requirements. You accept that you may be travelling through areas of political or climatic instability, high altitude and remote areas without proper medical services, and accept the associated risks. The making of a booking constitutes your acceptance of all booking terms and conditions as described herein and forms the basis of your contract with AA.

## AGENT'S RESPONSIBILITY

A. It is your Agent's responsibility to advise us of any special requirements you may have and to communicate to you any changes or alterations advised to your Agent by The Company.

B. No representation made by your Agent to you concerning the quality, location, or any other matter in relation to the services and facilities provided by The Company shall bind The Company unless your Agent has been expressly or impliedly authorised by us to make such a representation.

**Disclaimer:** AA cannot be held responsible for errors and reserves the right to make changes to the prices, dates and itineraries. All prices are subject to seasonality, availability as well as other conditions. All prices may therefore fluctuate and may change without notice.