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## BOOKING TERMS AND CONDITIONS

These Booking Terms and Conditions govern the bookings for 'The Holiday' made with Encounter Travel ("Encounter", "we", "our", "us" and "the agent"). In submitting a booking (whether online, by phone, email, post or via a travel agent) and paying a deposit you agree to be bound by the booking terms and conditions and these terms and conditions constitute the agreement between encounter and you, or any other person in your party. All bookings are personal to you and may not be sold, assigned or otherwise transferred.

Please carefully read the Booking Terms and Conditions and raise any queries before payment of any monies.

## DEFINITIONS

*Website:* refers to [encountertravel.com.au](http://encountertravel.com.au)

*The Holiday:* refers to any of the travel arrangements that you have booked with us

*Code of Conduct:* means the Code of Conduct by participants on The Holiday

*Final Monies Due Date:* the date by which all outstanding monies for the holiday must be paid in full.

*Customer/Participants/Passengers:* any persons that has enquired and/or booked The Holiday.

*Service Providers:* Third Party providers that are independent of us; such as airlines, cruise & rail companies, ground operators including tour guides, hotels and any place of accommodation.

*Booking Terms and Conditions:* means the terms and conditions for The Holiday.

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### 1. GENERAL BOOKING TERMS & CONDITIONS

#### Deposit Due

A deposit is required to confirm a booking with us and there is always a minimum non-refundable amount as per the Cancellations Terms of The Holiday. We make all best endeavours to issue a written quote with accurate prices but if we have made an error and underquoted the price, or the price has subsequently increased since the time of your written quote when we receipt your payment, then you have the right to cancel your booking with no cancellation charge given you provide the request to cancel within 48 hours of our price amendment, with the exclusion of prices quoted deemed as indicative or fluctuating such as airfare prices or cruise fare prices, or Late Bookings.

#### Other Monies Due

The payment of a deposit will reserve your booking (subject to availability) until the progress monies and/or final monies due date. If progress monies and/or final monies are outstanding and not received by *encounter* within 7 days of becoming due, we have the right to deem your booking as cancelled and the cancellation policy under the clause 'cancellation charges' will apply.

If your booking includes Third Party arrangements and monies due for these arrangements are not paid by the due date, we have the right to cancel these Third Party arrangements, with no refund of any monies already paid for these arrangements or as advised by the terms of the Third Party arrangements.

The Booking Close Date promoted for The Holiday is not a confirmation of availability and you must wait to receive confirmation of availability from us. It is at our discretion to accept bookings after the Booking Close Date.

#### Cancellation

Bookings are confirmed with deposit payments, and cancellation penalties will apply if you cancel your holiday after making a payment to secure a booking. Cancellation penalties vary holiday to holiday. Refer to separate 'Cancellation Terms for each holiday, available on our website and provided with quotes, or on request.

When cancellation advice has been received the next working day is considered the effective date of the cancellation. Public Holidays apply as per New South Wales, Australia Public Holidays. A cancellation must be made in writing to Encounter Travel. Cancellation penalties are on a per person basis. Once we receive your notice, cancellation will take effect subject to the below Cancellation Charges. When the airfare has already been ticketed, the penalties imposed by the airline and our airfare cancellation charges also apply, and these may be as high as 100% non-refundable.

#### Transferred Booking

If you have transferred directly from another holiday to this Holiday, the cancellation penalty applied will be the greater of the cancellation penalties between; the cancellation penalty that would have applied to the original holiday you booked, and the penalty that applies to this Holiday for your cancellation.

#### Use of Future Travel Credit

If you are applying a Future Travel Credit (otherwise referred to as a Future Tour Credit or Credit Note) to this Holiday and subsequently cancel this Holiday, the terms of the original Future Travel Credit will be reinstated, less the Holiday cancellation penalty that applies to this Holiday and our amendment fee.

In the event of your withdrawal from The Holiday after commencement for reasons of illness, you must obtain a medical certificate in support of any insurance claim. We make no representation or guarantees concerning reimbursements of funds paid by you under any insurance claim. The tour price is quoted as a package. No partial refunds or credit will be given for services not used and including but not limited to missed meals or sightseeing. Any amount forfeited, which has not then been paid to Encounter by you may be recovered from you by encounter as a debt due and payable.

Refer to our 'Transfers' terms for details about the option to transfer instead of cancelling a booking. In addition to the terms above, the transferred funds are non-refundable if you have transferred your booking to this holiday from a previous trip under our 'transfer' option.

## IT'S SO IMPORTANT..... WE DON'T LEAVE IT UNTIL LAST

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### 2. TRAVEL INSURANCE

Personal travel insurance is not included in the price of The Holiday. **Travel insurance is a compulsory pre-requisite to join any of our holidays**, unless the trip value is below \$1000 per person. A copy of your insurance policy must be sent by email or post, a minimum of 62 days prior to departure of the holiday, or within 48 hours after booking, if less than 62 days prior to the date of departure.

For any participant that elects to partake in any activity deemed as risky, such as but not limited to; scuba diving, snow skiing, jet-boating, driving or riding as a passenger on motorbikes or mopeds, hiking, water sports and other such activities not deemed as regular daily activity, we urge you to carefully check your policy to determine if you are covered for these activities or not, in the event of a mishap or accident. If you book a holiday where the main activity of the holiday is deemed as a risky activity you must be able to show evidence to us that your policy covers you for this activity. An example of this, but not limited to, would be if you booked a snow skiing or snowboarding holiday package with us.

#### **About Travel Insurance for Australian Residents Travelling within Australia**

Some travel insurance policies, including some credit card policies do not provide cover for medical evacuation for travel within Australia. If you are partaking in Holidays in remote destinations or partaking in a walking or adventure holiday in Australia, you must show evidence to us that you have cover for medical evacuation. Cover for medical evacuation may be provided by a private health insurer or otherwise you must purchase cover with an insurer that provides cover for medical evacuation relating to travel within Australia.

#### **About Credit Card Insurance Policies**

If you wish to travel using your credit card travel insurance policy the following information is required and without this information we do not accept your credit card policy.

We require the name of your bank that your credit card is issued under, the name of the insurance company that provides the policy, the emergency assistance telephone number to call in the event of an emergency, a copy of the insurer's product disclosure statement, and a policy number.

We also require that you state what the minimum requirements are for cover eligibility with your credit card; this can be but not limited to a minimum spend on your credit card towards your travel arrangements for this Holiday, and you must provide evidence that you have meet the minimum requirements.

Failure to meet all above requirements for cover with a credit card will require that you take cover with an alternative travel insurance policy.

## ABOUT YOUR MONEY; PAYMENT, PRICES, FEES, TAXES & OTHER MISCELLANEOUS CHARGES

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### 3. PRICES

Prices are quoted at today's rate and are subject to any changes in tour costs, airfares, tariffs and conditions imposed by airlines, wholesalers or other Third Parties. All costs are subject to currency fluctuations and/or price increases until paid in full. Furthermore, a fuel surcharge may be imposed on the cost of The Holiday as a result of significant increases in world fuel prices or other costs that form part of The Holiday costs that are outside of our control. As such, we have the right to pass on this surcharge to you at any time before departure whether your monies are paid in full or not.

If applicable, any reduced price for a single supplement that is usually referred to as a 'reduced single supplement' will only be available until the three months prior to travel or the final monies due date (whichever comes first) and any saving after this date for the single supplement is at our discretion.

In the case of human error or computer error on invoices or statements issued to you we reserve the right to issue with a correction for the correct and agreed price and terms relating to prices and monies due.

### 4. AIRFARES AND AIRPORT/SECURITY TAXES

All our published, advertised and quoted prices for an airfare or where an airfare is included as part of The Holiday package, are indicative and may be subject to surcharges dependent on fare class availability at the time of making a reservation. At the time of quoting and/or reserving an airfare for you, we will advise if any surcharge applies.

In addition to any holiday booking terms and conditions from us, any airfares provided by us will also be subject to airline booking terms and conditions. Airport and Security Taxes for an airfare can vary from the time they are first quoted. They are confirmed at the time that final monies for the airfare are due. There may also be additional taxes at some international and/or domestic airports upon departure which must be paid by you at the point of departure.

The Airline is a Third Party and as such when airlines advise itinerary or travel time changes we are not liable for any cost associated with these changes including but not limited to accommodation costs, costs due to missed connections.

Requests for changes to dates of travel for any air ticket provided by us must be made before departure and no less than seven days before your date of travel. No changes will be made by us once you have departed and any such changes should be made directly with the airline.

## 5. PAYMENT METHODS

Details of payment methods will be provided with a booking quote. Below are some payment charges that apply:

We can transact payments on Visa, Mastercard or American Express. The use of your credit card or debit card using these merchant services incurs transaction fees. These fees are advised on your quote.

Direct deposits using electronic funds transfers or payment over the counter at our bank do not incur transaction fees, unless it's a cash payment over the counter to our bank account in excess of \$5000 which incurs a bank fee of 0.25% of the total amount deposited imposed by the bank. This charge will be added to The Holiday price.

Payment from an overseas bank account (outside of Australia) into our bank account incurs bank transaction fees and you must pay this transaction fee and where the costs are charged to us, we add this charge to your account.

### Using Credit and Debit Cards for Third Party Providers

If opting to, or required to use a credit or debit card for Third Party providers such as hotels or on cruise ships for expenses or as a security deposit, it's your responsibility to enquire about the terms of use of such cards and we take no responsibility for Third Party terms. As a general guide, it's regular practice for such Third Parties to take a pre authorisation of funds from your card, and if a debit card this will be taken as cash from your card. A pre authorisation means that the amount held, where not used for purchases with the Third Party, will not be released until your cruise, or hotel stay terminates, and delays on release of the funds may be incurred, and for debit cards it may take longer than a credit card and up to 30 days depending on your bank's policy.

### Instant Purchase Payment Terms

Bookings deemed 'Instant Purchase' require payment on the same day at least 90 minutes before the close of business, and for some purchases it may be sooner.

Payment by Electronic Fund Transfer cannot be guaranteed to be received on the same day that the funds are transferred. Therefore all Instant Purchase bookings require payment by a credit or debit card, transacted over the phone with us during business hours, or in some circumstances, an online payment link may be available for the purchase.

Should you wish to direct deposit by electronic funds transfer and chance that the funds will reflect in our account on the same day, it may also require that you send us a payment receipt from your bank account. Also if the funds don't clear, and you still wish to proceed with the Instant Purchase, a credit or debit card would be required. Then, the amount paid by electronic funds transfer would be retained towards your travel account due, or otherwise may be refunded with an administration charge of \$25 per transaction.

## 6. AMENDMENT & OTHER FEES

- a. LATE PAYMENT: \$50 late payment fee is applicable for any payment received after its due date.
- b. LATE BOOKING: \$75 late booking fee may apply for reservations made after the final payment date as detailed by our booking terms and conditions.
- c. AMENDMENTS/REBOOKING: \$50 amendment fee per person per change for all amendments except airfare amendments which incur a \$75 fee, plus any additional charges incurred by airlines, wholesalers and other service providers once reservations have been confirmed.
- d. ADDITIONAL PAYMENT FEES: for additional payments towards The Holiday, that exceed a deposit payment, final monies payment, any stipulated progress payments, payment towards an airfare or additional services, these payments incur a \$15 administration fee.
- e. AIRFARES:

**Airfare Service Fee:** Advice or booking domestic airfares incur an upfront non-refundable service fee \$75

**Amendment Fee:** A \$55 amendment fee per person per change made once reservations have been confirmed plus any additional charges incurred by airlines and third parties. Any amendment is subject to availability.

**Cancellation or Refund Fee:** Once reservations have been confirmed and full payment received service fees apply to

cancel and/or refund an airfare plus any charges imposed by airlines and third parties.

International: \$175 for economy class and \$250 in premium, business or first class per person, per ticket.  
Domestic: \$55 fee, per person, per ticket.

**Third Party Fees:** \$11 to \$22 per ticket as a guide for amendments, cancellations or refunds.

- f. **AD HOC SERVICES CANCELLATION:** \$45 cancellation fee per person, per service for any cancellation of ad hoc services. This includes but is not limited to; additional hotel nights including stopover hotels; sightseeing activities and/or tours, transfer services, or any other travel booking request aside from THE HOLIDAY arrangements. Once a booking has been requested, whether paid, in full or in part or not at all, plus any additional charges incurred by the Third Party service provider are also imposed.
- g. **SPECIAL PURCHASE POLICIES:** some Third Parties, such as tour or cruise operators offer special purchase policies (such as 'Safety Net' or 'Gold Seal' or 'Deposit Cancellation' or similar) which when purchased permit a cancellation of your booking without penalty and a full refund, or funds held in credit for future bookings. In this instance, the 3<sup>rd</sup> party refunds the deposit monies however, we retain \$175 service cancellation fee.
- h. **LOST PROPERTY:** any loss of property while on The Holiday that is found and can be returned to the owner will incur a service fee and any courier or transport costs.

## 7. PAYMENT DEFAULT CLAUSE

- 7.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month. At our sole discretion such interest shall compound monthly at the rate quoted.
- 7.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify us from and against all our costs and disbursements including on a solicitor/customer basis and in addition all of our nominees costs of collection.

## 8. TRANSFERS

If you wish to transfer from one holiday to another, you must send this request to us in writing. On receipt of your transfer request we will inform you of any available options and any transfer fees that apply. We make no guarantee that a transfer is available. Any transfer request may only be made to another Holiday to commence within 12 months of your original departure date and the minimum following conditions and fees for the transfer apply:

- Cancellation penalties, and/or any unrecoverable costs from a Third Party or us relating to the original booking apply and will be deducted from any monies that are transferred to another booking; be it for a different holiday or different departure date. These costs will be advised at the time of your request.
- Any reasonable costs incurred by us relating to the original booking may be deducted from the transfer value.
- An administration transfer fee of \$75 per person.
- Amendments or cancellations to any Third Party arrangements related to The Holiday transfer such as airfares but not limited to airfares, will incur amendment fees as per our Amendment and Other Fees price policy.

If your transfer request is received less than 70 days prior to your original departure date a transfer is not possible. **Any transfer from one holiday to another is at our discretion and subject to availability and the agreement in writing from us.** The option to transfer from one holiday to another, is only available once. Once a transfer has been confirmed from one holiday to another, no subsequent transfer to another holiday is available. The transfer of your place on The Holiday to another person is not permitted.

## 9. PARTICIPANT PERSONAL INFORMATION

You agree to the best of your knowledge to accurately provide your personal information including your full name, sex, date of birth, residential address and contact telephone number. Roommate matching is only offered to persons of the same sex and failure to advise your sex correctly may result in a booking cancellation and penalties as per the clause 'cancellation penalties'.

## 10. CHANGES AND CANCELLATION DUE TO GROUP SIZE

*encounter* reserves the right to cancel any holiday prior to departure in the event that there are too few people booked for The Holiday and in which case you will be given a full refund of the The Holiday price paid by you excluding Third Party fees and charges. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, travel insurance, passport, medical or vaccination charges, gear purchases, airport and airline taxes). Please check the cancellation policy of travel insurance policies and airfares before purchase. In the case of The Holiday cancellation, you will be notified within seven business days after the final monies due date.

For The Holiday, our promoted minimum group size is indicative but not a guarantee. In the event The Holiday does not reach the required group size we may provide the option for The Holiday to proceed but at a higher price to you. If you do not wish to accept the price increase you have the right to decline and receive a refund of monies paid excluding Third Party payments such as airfares.

## 11. PROMOTIONAL PRICES & SAVINGS

### **Solo Traveller Saving**

Our Solo Traveller Saving (STS) is only available on tours that we deem part of our 'Solos Mix' tour product, and this is confirmed with a quote. To be eligible for the saving you must book the tour with your own room. There are exclusions where the offer is not available and these include; bookings on a twin share basis (that is, sharing with a friend, or matched with a roommate), in conjunction with an offer where a Third Party has waived the single supplement in full or part, and where the value of the land arranges are below \$5000 in total.

### **Early Bird Offers**

From time to time we offer early bird savings that represent a discount on the standard package price. To be eligible, special payment terms and conditions may apply, and these will be advised with your quote. If the terms are not met the offer no longer applies, and your booking reverts to the standard price.

### **Return Traveller Reward**

Once you have booked and departed with us on an international tour, you qualify for our Return Traveller Reward on your next international tour booking (that is, tours that outside of Australia). The offer does not apply to any cruises, resort packages, or tours within Australia. There may be some exclusions based on lower value holiday packages that are exempt.

## **12. LATE OR LAST MINUTE BOOKINGS**

After the final monies due date for The Holiday, it is deemed a Late or Last Minute booking, and it may mean that we cannot instantly advise availability. As available, deposits can be higher than the standard deposits for The Holiday or monies required in full. For Late Bookings a payment as much as 100% of The Holiday monies may be required in order to request a place on The Holiday. For all Late or Last Minute Bookings, the standard Cancellation Terms apply, even in the event your doctor deems that you do not meet the fitness requirements of The Holiday. If subsequently we cannot confirm a place on The Holiday we will refund your monies in full.

## **OUR SPECIAL SERVICES**

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### **13. SPECIAL DIETS**

As a standard, Encounter Travel limit special dietary requests to Vegetarian, Gluten Free, Lactose Intolerant and Diabetic. Additional intolerances to those fore-mentioned, are the responsibility of the traveller. For any additional special diet requests you must seek our advice and consultation.

- We make special dietary requests on behalf of our travellers to our ground operators, cruise operators, and/or any Third Party that operate components of The Holiday where meals or snacks are provided as part of The Holiday inclusions. We cannot guarantee that all or any of the Third Parties will meet the request in part or full.
- We can offer guidance on each of The Holidays as to the suitability of The Holiday for you in relation to your special diet request.
- Requests made after booking your holiday that cannot be met will not entitle you to any refund of monies paid. Any lacking or failure from any of our operators to cater for your special diet does not give claim to any compensation whatsoever.

### **14. AGE OF PARTICIPANTS**

The Holiday is available for bookings by persons within the ages defined by The Holiday name. We have the right to make exceptions to this booking term. At times, this is a suggested age range and persons outside this age range may also join the holiday. This varies from holiday to holiday. As deemed necessary we have the right to vary the age group of the holiday.

You agree to provide a copy of photo identification to confirm your age, if requested by us. We have the right to cancel your booking if a legible copy of your photo identification (if requested) is not provided by the final monies due date and the standard cancellation terms apply.

For holidays that are general in nature that is, not requiring above average level of fitness, persons of 70 years or over are required to have a doctor complete a Fit to Travel form that states they are suitable for joining the holiday except for cruise holidays with a travel fitness pace of 1 out of 5. For holidays that require above average physical fitness and/or otherwise deemed as activity based holidays, persons of 65 years or more are required to have a doctor complete a Fit to Travel form.

### **15. ROOMMATE MATCH SERVICE**

When you book a holiday with a request for a *twin share room with a roommate* you must understand that you are requesting to be matched to share a room with a stranger of the same gender for the duration of The Holiday. If you snore, you are not suitable to share a room with a stranger. **Please do not ask to share a room on The Holiday if you snore.**

If you are matched to share a room, no responsibility is taken by us for the outcome in regard to the personality or characteristics of your match or the compatibility between the persons sharing the room. Although we state that travellers who snore are not suitable to be matched to share a room we cannot guarantee that your roommate will not snore. You agree that we are not liable in anyway whatsoever and you will make no claim against us for compensation should our roommate snore or have other characteristics that are not to your liking.

In some cases it may not be suitable that we offer you a roommate match and we have the right of refusal. Roommate match bookings are not guaranteed and are subject to availability.

Once a roommate is finalised your first name and email address provided on your booking form may be provided to your roommate match prior to departure for the purpose of your introduction to your roommate match. If you do not have an email address, with your permission we will provide your alternative contact details such as a mobile phone number.

Any request to change your booking from a roommate match to a single room booking would be at our discretion, and subject to availability. If this change is confirmed additional room costs may apply and these would be advised at the time of reply to your request. Once you have departed on The Holiday changes to your room type and roommate match are not possible.

#### **16. TWIN SHARE OR TRIPLE SHARE ROOMS WITH A FRIEND**

When you book a holiday with a friend/s to share a room, each person must pay the nominated deposit amount before the booking is confirmed for the room and/or cabin that is a part of your holiday package. Prices are quoted on a per person basis. Should any portion of the total booking value for all persons sharing a room and/or cabin not be paid in full, all persons booked to share the room are liable for the outstanding monies due for the holiday package.

The booking for a twin or triple share room with a friend/s is only cancelled when all people in the party cancel their booking. A triple share room is not guaranteed and subject to availability at the time of booking and as advised by the tour operator.

The booking information and personal details provided for a twin or triple share room booking with a friend or friends may be provided to all persons booked to share the room.

## **OUR EXPECTATIONS OF YOU**

Our aim is to always liaise in a courteous and respectful manner, when we are liaising with you about your holiday. We'd hope that all our participants will show us the same courtesy when liaising with us.

In addition to mutual respect and courtesy between us, it's also very important you understand these obligations below.

#### **17. OUR 'FIT TO TRAVEL' POLICY**

A good level of fitness and health is required for all our land based holidays, and for cruising, at least a reasonable level of fitness and health, at time of booking and travelling. For land based holidays, there are long periods of standing and/or walking that include inclines, hills and stairs, and there may also be boat, train travel, and/or excursions by aerial cable cars.

We grade the pace of The Holiday to assist with assessing if your fitness level meets the requirements of The Holiday. This information is available on the website and you are required to complete a self-assessment of your fitness on our Booking Form. For any clarification we expect that you will check with us before you choose to join The Holiday.

All participants must disclose any pre-existing medical condition including but not limited to; high blood pressure, diabetes, epilepsy, asthma, heart conditions, a mental illness or physical impairment. You acknowledge that the obligation to disclose under this condition continues from the time of booking the holiday through to departure and extends for the duration of the tour.

##### **Fit to Travel Form – Medical Clearance – Age Related**

For holidays that are general in nature, which i not requiring above average level of fitness, persons of 70 years or over are required to have a doctor complete a Fit to Travel form that states they are suitable for joining the holiday.

For holidays that require above average physical fitness and/or otherwise deemed as activity based holidays, persons of 65 years or more are required to have a doctor complete a Fit to Travel form.

The Fit to Travel form, is a medical questionnaire that requires a doctor's clearance that you are fit to travel based on the criteria detailed on the 'Fit to Travel' form. If required, this must be completed and submitted to us prior to the final monies due date. If you are unsure if you will meet the fitness level required for The Holiday we encourage you to take the Fit To Travel form to your doctor prior to booking as cancellation terms are imposed once you place a deposit.

##### **Passengers with disabilities or special needs**

Passengers with disabilities are welcomed along with the following applicable terms:

Any disability or medical condition/s that require special assistance must be advised to us at the time of booking as it's critical we understand your needs so that we can best assess if you have selected a holiday that is suitable for you and meets your needs.

If you require special assistance, which may include but not limited to; routine daily functions such as feeding and dressing, assistance with walking or assistance with a wheelchair you must be accompanied by a person capable of providing the assistance you require, and your travel companion providing assistance must pay the published price for The Holiday. We are not able to provide any personal assistance, and you must also be able to safely participate in The Holiday and without unreasonably impacting the enjoyment and safety of other passengers.

On most occasions, coaches and other land transport we use do not have wheelchair ramps. Ocean cruisers we use mostly would have elevators, but smaller ships including river cruise ships may not have elevators. Smaller water vessels are not likely to have wheelchair ramps and it may means that some parts of The Holiday cannot be undertaken.

We or any Third Party supplier reserve the right to refuse to carry anyone where it is believed the person cannot cope with the requirements of The Holiday and who may require services and facilities that we or a Third Party operator cannot guarantee will be available. Passengers agree that they will not hold us or any Third Party liable for any decision to refuse to carry them or to provide any facilities, accommodation or services to them required to meet your special needs.

#### **18. ADDITIONAL REQUIREMENT FROM OTHER OPERATORS**

In addition, Third Parties that we work with or other tour companies, may also have pre requisites for passengers joining the tour and these will also form part of your booking terms and would be advised around the time that you confirm your place on the tour. Also, where the holiday is an adventure or active tour such as hiking, walking or biking or includes significant sightseeing tours by foot, additional information may also be required by the operator and may even be deemed a prerequisite for joining, regardless of age.

##### **Pre Existing Medical Condition**

Also, for any passenger that has pre-existing medical condition/s we require a doctor's clearance that you are fit to travel based on the criteria detailed on the 'Fit to Travel' form and confirmation by your medical practitioner that any pre-existing condition will not impact your ability to satisfactorily participate in the holiday.

##### **COVID-19 Double Vaccination**

Third parties we work with to provide components of The Holiday such as restaurants, sightseeing locations, venues and ground operators including transport operators but not limited to, may require persons to be double vaccinated against the COVID-19 virus and require proof of vaccination with official government documentation. Failure to be double vaccinated and also present proof of vaccination may limit your ability to participate in some or all components of the tour for which we do not offer any refund whatsoever, in part or full.

The same as above may be required by airlines and other modes of transport to travel to/from the holiday destination and local, state or Australian government authorities.

#### **19. PARTICIPATION REQUIREMENTS / EXCLUSION FROM THE HOLIDAY**

You are obliged to ensure that your passport is valid with at least six months validity after your home return date.

You understand that we, or any Third Party reserve the right to withdraw your participation from anyone whose behaviour is deemed likely to affect the smooth operation of The Holiday, if you do not follow reasonable direction or instructions by The Holiday personnel, adversely affect the enjoyment or safety of other passengers or are involved in illegal activities. You agree that we, the tour operator or any Third Party shall be under no liability to any such person for refund, compensation, repatriation or any other matters arising.

##### **Code of Conduct**

The following is a code of conduct that must be observed by all participants:

- We require that all participants observe responsible consumption of alcohol and obey all local, state or country laws pertaining to the consumption of alcohol.
- Use or possession of any illegal drugs will be cause for immediate expulsion for the group. This includes marijuana and opium even if this is considered acceptable in the destination.
- We require all participants to obey all laws of the country.
- If sharing a room on the basis of a roommate match, under no circumstances may you bring another person to your room to visit or stay. Only the two paying participants that are roommates have permission to be in the room.
- Participants are to respect the privacy of other participants and if a participant declines to provide any contact information requested by another participant, that this wish is respected.
- Participants understand that if they receive contact information from another participant of the group event that this is solely for their reference and is not to be provided to other participants of the event group without the express permission of the participant whose information it is.
- Participants are to refrain from offensive language or behaviour including sexist and racist remarks.
- Participants are to be courteous to other participants and respect differences of one another.
- Participants understand that should other participants provide personal contact information that this information is not to be used for unsolicited email or correspondence for the purpose of business exchanges or transactions unless with the express prior permission of participants.

Any behaviour contrary to the Code of Conduct may result in our refusal to accept you on future Holidays with us. In addition, it may result in your removal from The Holiday, and without refund whatsoever.

##### **Responsible Service of Alcohol**

Any of our personnel, and/or Third Parties responsible for delivering any part of your Holiday have the right to refuse the service of alcohol to any participant who is intoxicated.

#### **20. MEDICAL ADVICE/ASSISTANCE**

We cannot offer medical advice or assistance before or during your HOLIDAY. Any medical advice or assistance is your sole responsibility.

We advocate that all participants seek legal advice before travelling about having a person that can legally act on their behalf in the event of a medical emergency, should a participant become incapacitated, or not able to act solely on their own in

relation to medical care.

**21. PERSONAL BELONGINGS AND PURCHASES**

You accept you are solely responsible for your personal purchases, including any taxes or custom duties imposed in any country. We advocate that your personal belongings should be kept to minimum, and in particular items of high value or sentimental value may be best left at home.

While travelling, or when your passport cannot be securely left at your place of stay, we advocate that you should keep your passport on your person, and never left unattended or away from your person.

**22. IMAGE RELEASE**

When on tour, we may from time to time take photographs or make recordings of you and tour activities that may identify you. We reserve the right to use any photographs and/or recordings for promotional reasons on our website, on social media and in other media. In using such images, you consent to the use of such images or recordings by us and you acknowledge that you will not be entitled to payment or other compensation for the giving this consent. If you do not consent to the release and use of your image, then please advise Encounter Travel in writing within 30 days following payment of your deposit.

**23. INFORMATION**

We aim to inform you of the important travel information with your travel documentation. However, we require that you take responsibility for checking your documentation.

It is your responsibility to advise us of your name as it appears on your passport. If this information is not provided correctly change fees are likely to be imposed on you by the airline, cruise ship or other Third Party providers and we are not held responsible for these fees. In the worst case scenario, you may be refused the service if your name on your ticket does not match your name as it appears on your passport (note; if ticket is issued in only your first name and surname this is deemed satisfactory).

## **OUR DELIVERY OF SERVICE TO YOU**

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**24. GROUP LEADER**

Also may be referred to as the following but not limited to; tour leader, trip leader, tour director, travel director, tour escort, tour guide, holiday escort, safari guide, group coordinator, holiday host and is the person at any time given the task of leading or supervising aspects of The Holiday. We reserve the right to change, at any time, the nominated group leader/s. Any such change will not give rise to any right on your part to cancel The Holiday or claim any expenses, loss or damage which may be suffered.

The service provided by the group leader will vary and are dependent on the nature of the trip. For a non-tour holiday the Group Coordinator is the person hosts our resort trips, a leisure cruise groups or one-off events. They do not act as a tour guide but rather, co-ordinate group activities and inclusions as provided by the itinerary. They are not responsible for providing travel or guiding information about your destination. As a guide the services of the holiday group coordinator commence from the first group meeting and the final day departure at the hotel check out time.

On occasion, an employee of Encounter Travel may also join a Holiday, not in the capacity of a group leader. In this instance this employee does not act in the capacity of group leader and is not in charge of the group, and cannot necessarily provide group assistance or direction.

**25. INCLUSIONS & EXCLUSIONS**

The Holiday itinerary and inclusions are available on our website and these may vary as deemed necessary after the time of making your booking with us. We commit that any change to the itinerary and/or inclusions will be fair and reasonable and reflect a similar value to the original inclusion.

As a guide The Holiday includes accommodation, sightseeing, guiding and meals as defined by the itinerary and inclusions list. The inclusion or exclusion wifi, portorage and tipping varies from holiday to holiday and is detailed on our website.

As a general guide but not guaranteed exclusions include:

- Meals not detailed as included on the itinerary
- Optional excursions that may be offered while on The Holiday
- Travel Insurance, visa fees and excess baggage
- Medical expenses & emergency evacuation and/or emergency search charges
- Additional expenses caused by delay, accidents or disruption of planned itineraries
- Items of a personal nature such as laundry, postage, phone calls, meals, snacks and drinks not listed on The Holiday itinerary

**26. PUBLISHED CONTENT; ITINERARIES, WEBSITE AND PROMOTIONAL MATERIAL**

The information contained on our website for The Holiday and about us in brochures, travel documentation or similar, to the best of our knowledge is correct at the date of publishing. Where deemed necessary, itineraries our The Holiday



arrangements are subject to change without notice should circumstances deem it reasonable or necessary. Substitute accommodation from that published on our website or promotional material may be used sometimes and if so, we seek a similar standard.

There can be many reasons why itineraries change including but not limited to; a Third Party provider changing their availability, road closures, vehicle breakdown, unexpected weather conditions that impede the delivery of the planned itinerary, public holidays and local festivals in a destination.

#### **27. INFORMATION**

We do our best to inform you of the essential information that you should know prior to travel. This information is usually disseminated with your documentation issued prior to travel. However, it's not possible nor reasonable to expect, that we can inform you of every possibility that you potentially could experience during your holiday.

#### **28. CUSTOMER FEEDBACK DURING YOUR HOLIDAY**

If an issue or problem arises during your tour we require that you raise this with your group leader in order to provide the opportunity to resolve the matter. Where the issue directly relates to the delivery of your service or product from a Third Party, such as your hotel, cruise ship, train or other transport provider in many instances it may be more practical to raise the issue directly with the Third Party provider. If you do not feel it's been resolved by liaising directly with the Third Party provider, we suggest that you refer the matter to your group leader and where possible they will offer assistance. Of course, the examples of these situations can be vast and varied and for this reason each situation is assessed on its own merit.

In the event that you have a matter that requires our response after your holiday has concluded we require that you communicate this with us within 21 days of the completion of your holiday.

#### **29. POST HOLIDAY FEEDBACK**

We endeavour to collect your feedback after your trip and seek to send you a request to complete an online survey after you have completed your holiday. We request your testimonial that we may use at some time on our website or other promotional material. We only include your first name, age and state of residence or country if living outside of Australia.

## **IT MAY BE AT THE END BUT IT'S IMPORTANT YOU READ IT**

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#### **30. AIRLINES AND OTHER TRANSPORT PROVIDERS**

In the event that an airline, cruise, rail or other transport company proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of The Holiday by encounter or its Service Providers. Any flights or other transport forming part of The Holiday arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of encounter, or any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

#### **31. TRAVEL DOCUMENTS**

Your passport must be valid for a minimum of six months prior to the arrival home date to your country of residence. Each individual is responsible for ensuring that all necessary travel documents are current and valid. Each individual is responsible for correctly providing their name as it appears on their passport and failure to do so may result in ticket re-issue fees for any name changes due to omissions or errors.

#### **32. FORCE MAJEURE**

If your scheduled Holiday cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock out, epidemic, pandemic, failure or delays of scheduled transportation facilities, or other Acts of God, or any law, order, decree, rule or regulation of any government authority, or for any reason whether of a similar or dissimilar nature beyond the control of Encounter Travel (**Force Majeure**), we may at our election:

- postpone your Holiday to a future date, in which case we will issue you with a credit note equal to amounts paid at the time of postponement less any of our unrecoverable costs; or
- cancel your travel arrangements, in which case our contract with you will terminate.

If our agreement terminates, neither of us will have any claim for damages against the other. However, we will refund you any payments made by you that we have not expended (or legally committed to expend) for your travel arrangements less our reasonable costs for work undertaken and associated overheads up until the time of termination. If we have expended or have committed to expend payments, then we will use reasonable endeavours to recover those amounts from suppliers. We will add recovered amounts to your refund, but we will not be obliged to refund amounts until they have been recovered.

If we provide you with any alternative services or assistance where travel arrangements are cancelled because of Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

Encounter Travel disclaims any liability to you for the costs of airfares, visas, travel insurance, or any other expenses incurred

by you as a result of postponement or cancellation of your travel arrangements by us whether due to Force Majeure or otherwise

### 33. PROVIDING THE HOLIDAY – OUR THIRD PARTY PROVIDERS

In addition to the booking services we provide we contract other companies and individuals and as required, government agencies to work with us to fulfil and operate our trips and they are acting as a Third Party, independent of Encounter Travel. These Third Parties include local ground operators in the destination of The Holiday you have booked, hotels and other accommodation providers, airlines, cruise, rail, coach and other transport companies, local guides and facilitators.

The service providers we engage for delivering all or part of The Holiday are not employees or agents of encounter, and their provision of services is not under our final control. We work closely with our service providers with the aim of delivering The Holiday as per our offer, however we cannot guarantee their service. Third Party providers may also require that you agree to certain terms before or at the time of commencement of The Holiday.

### 34. RISK

For all travel there are inherent personnel risks that are beyond our control. Visiting places that are different to your normal way of life with differences in the politics, laws, culture, different health and safety standards, different regulations for transport and sanitation, varying degrees of medical assistance in underdeveloped countries, risk from contact with animals and nature, and different environments are to be expected and this may increase your exposure to risk compared to your normal life. You accept it's entirely your own responsibility to be informed of any such risks from the travels for The Holiday, and that you voluntarily participate and accept these risks.

### 35. RELEASE AND WAIVER OF LIABILITY

We are not responsible or liable for any inherent personnel risks as a result of travel or any acts or omissions by Third Parties we contract, in providing elements of The Holiday.

As permitted by the full extent of the law;

- You release *Encounter Travel* and the company A Rendezvous Group Pty Ltd and its officers, employees, agents and other representatives (hereafter "*encounter and related personnel*") and all Third Parties from all liability for any loss, cost, or damage incurred or suffered by you directly or indirectly relating to The Holiday, resulting from your personal injury, illness or death, damage to or loss of your property, any delay and inconvenience.
- You waive any claims you have, or may at any time have, against *encounter and related personnel* and Third Parties relating to The Holiday and your participation in the holiday, and agree there are inherent risks associated with any travel, and The Holiday.
- Any Implied Warranty is excluded in these Booking Terms.

You agree that this also binds your heirs and legal representatives to these terms. For any case that an Implied Warranty cannot be excluded by law, then our liability from an Implied Warranty is limited to the maximum value that you paid for The Holiday and at our discretion this is reimbursed as a credit for future traveller with us, or the booking of a similar holiday with us.

### 36. DISCLAIMER

We reserve the right to refuse an application to book for any reason. Should a customer's application be refused, any monies paid will be refunded to the applicant. Places are limited for The Holiday and are allocated on a first come first served basis.

### 37. PRIVACY

The Customer agrees that Personal Data provided may be used and retained by *encounter* for the following purposes and for other purposes as shall be agreed between the Customer and *encounter* as required by law from time to time for:

- (a) provision of Goods and/or Services by *encounter*, its agents, affiliates, suppliers or distributors including but not limited to; the tour operator, airlines, transport companies and ticketing agents for the holiday.
- (b) marketing of Goods and/or Services by *encounter*, its agents or distributors in relation to the Goods and/or Services.
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods and/or Services.
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer.
- (e) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.

38. All efforts are made to ensure accuracy for tour details on the website and other information about the tour however we accept no liability for errors or omissions in the description of any hotels, tours or services that are promoted as inclusions for The Holiday.

39. We reserve the right to change these terms from time to time.

40. Your booking is governed by NSW law and is subject to the exclusive jurisdiction of the NSW courts. The booking confirmation and these terms represent the entire agreement between encounter and you.

41. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.

42. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.

