

TOUR TERMS AND CONDITIONS

CANCELLATION OF BOOKING BY PASSENGER

Due to the extensive time and planning involved with touring, a strict cancellation policy is applicable to compensate for costs and lost revenue. Once a booking is confirmed the following cancellation fees will apply:

Day Tours and Short Break Adventures (tours of 5 days or less)

25% deposit confirms tour with full payment required 30 days before departure.

Cancellation Fees for Day Tours and Short Break Tours

30+ days prior to departure; no fee payable

16-29 days prior to departure; 25% of total price

2-15 days prior to departure; 50% of total price

Within 24 hours of departure; 100% of total price

Extended Tours and Packages (tours of 6 days or more)

A deposit of AU\$250 confirms tour with full payment required 56 days before departure;

Cancellation Fees for Extended Tours and Packages

56+ days prior to departure; we retain the deposit

30–55 days prior to departure; 50% of total price

Within 29 days of departure; 100% of total price

East Coast, Tasmania and New Zealand (tours operated by our tour partner Topdeck)

Including Cairns<>Sydney<>Melbourne<>Adelaide<>Alice Springs (Unleashed 18-39 tours).

42+ days prior to departure; no fee payable

29–41 days prior to departure; 40% of total price

28–14 days prior to departure; 60% of total price

13–7 days prior to departure; 80% of total price

6–3 days prior to departure; 90% of total price

2–0 days prior to departure; 100% of total price

If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees. Please note: Kangaroo Island airfare is non-refundable. It is necessary to reconfirm tours 48 hours prior to travel – failure to do so may result in the booking being cancelled and fees charged.

Tours : Adventures : Internet : Information : Australiawide

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AMENDMENTS TO BOOKINGS

Amendment Fees Day Tours

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 15 days prior to the proposed departure date. A fee of AU\$50 per person per change may apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 15 days prior to the proposed departure date our cancellation conditions apply.

Amendment Fees Short Break Tours (tours of 5 days or less)

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 30 days prior to the proposed departure date. A fee of AU\$100 per person per change may apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 30 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendment Fees Extended Tours and Packages (tours of 6 days or more)

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 56 days prior to the proposed departure date. A fee of AU\$150 per person per change may apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 56 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments Fees East Coast, Tasmania and New Zealand (tours operated by our tour partner Topdeck)

Including: Cairns<>Sydney<>Melbourne<>Adelaide<>Alice Springs (Unleashed 18-39 tours). If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 42 days prior to the proposed departure date. A fee of AU\$100 per person per change may apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 42 days prior to the proposed departure date our cancellation conditions apply.

Other Change/Amendment Fees for all Tours

Amendments to any other arrangements made in conjunction with your trip will incur an AU\$100 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 7 days of departure. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

CANCELLATION BY ADVENTURE TOURS

We may cancel a trip at any time up to 28 days before departure. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not



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responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, Travel Insurance excess or non-refundable flights. Please note that different cancellation conditions may apply to some Day Tours and Short Break Adventures - please ask us.

PRICES & SURCHARGES

Our trip prices are based on currency exchange rates published by OANDA in August 2012. We reserve the right to impose surcharges up to 28 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the first 2% of the additional costs and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full.

MINIMUM NUMBERS & COMBINATION TRIPS

Some of our tours require minimum numbers to guarantee their departure. If you would like to know how many people are booked on your trip or any combination trip it is part of please ask prior to making your booking. Many of our trips are designed to fit with other departures to create a longer "combination" trip; this means that some of your group may have already been travelling together for some weeks when you commence your trip.

TRAVEL INSURANCE

Travel Insurance is compulsory for all Adventure Tours travellers and should be taken out at the time of booking. Your Travel Insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the categories of cover. You must provide proof of your Travel Insurance on the first day of your trip. However it is also recognised that in some countries (eg. Germany and Austria) local consumer laws do not permit the compulsory purchase of Travel Insurance. Clients from these exempt countries who choose to travel without holding an adequate and valid Travel Insurance policy will be asked to complete an Insurance Waiver form before commencement of their tour. Australians are not required to be covered for medical expenses on trips within Australia. However we strongly recommend that you have a domestic Travel Insurance policy which covers personal liability, cancellation, curtailment and loss of luggage and personal effects.

AGE REQUIREMENTS

For the majority of our trips the minimum age for children is 8. All travellers under the age of 18 must be accompanied by an adult who is responsible for the child's day to day care. Please note; families must upgrade from dorm-share accommodation to private rooms. On camping trips, accompanying adults may be required to share with others in the group on a twin share basis. Variations: a lower minimum age may apply on Short Break and Day Tours. Please be aware of our specially designed Unleashed 18-39 tours.

FLEXIBILITY

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.



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AUTHORITY ON TOUR

Our group trips are run by a Tour Guide. The decision of the Tour Guide is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund.

ACCEPTANCE OF RISK

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. It is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

LIMITATION OF LIABILITY

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agents for these third parties. We are not responsible for the acts and omissions of these third parties. To the fullest extent of the law:

Liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded

You release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip.

Any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty) is excluded. To the extent Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

APPLICABLE LAW

The laws of Victoria, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Victoria, Australia.

