

# **BOOKING TERMS AND CONDITIONS**

## **EDVENTURE TRAVEL PTY LTD (ABN 39 655 280 621)**

### **1. Terms and Conditions**

These terms and conditions (Terms and Conditions) apply to all enquiries and/or bookings made through Edventure Travel for travel including but not limited to accommodation airlines rail and cruise operators car hire and tour operators (The Travel Services)

### **2. Acceptance**

Edventure Travel offers the Traveller a place on the tour on the understanding that the Traveller has read and fully understood the Terms and Conditions and accepts and agrees to abide by them. The Traveller will inform Edventure Travel in writing, at the latest 90 days before the trip begins, if any of the details provided on the Booking Form have changed.

### **3. Bookings.**

- 3.1. The Traveller represents and warrants that they have full legal right and authority to make the booking for the travel service on your own behalf or that you are duly authorised and have the consent to make the booking on behalf of the person to whom the Travel Services are to be provided.
- 3.2. The Traveller acknowledges and agrees
  - 3.2.1. Edventure Travel is authorised as the Traveller's agent only to make a booking on the Traveller's behalf with Service Providers for the delivery of the travel services.
  - 3.2.2. Upon the making of a booking a contract is formed between the Traveller and the Travel Provider (Travel Provider) to deliver the travel services on the Travel Providers terms and conditions including conditions of carriage and limitations of liability for the relevant travel services.
  - 3.2.3. Edventure Travel has no liability to the Traveller in respect of the delivery or quality of the travel services.
  - 3.2.4. If a Travel Provider fails or is unable to provide the travel services in which the Traveller has contracted (excluding any fault on the part of Edventure Travel) the Traveller's rights are against the Travel Provider and not against Edventure Travel.
  - 3.2.5. Edventure Travel does not in any way (directly or indirectly independently or in conjunction with any party) own manage operate or control the travel services provided by the Travel Providers; and
  - 3.2.6. Edventure Travel is not responsible for and does not accept any liability for the actions and representations of the Travel Providers in relation to the travel services provided to the Traveller.
  - 3.2.7. Edventure Travel may only make bookings with Travel Providers on direct instructions from the Traveller.

### **4. Travel Providers**

- 4.1. The Traveller agrees
  - 4.1.1. That the Travel Provider will have their own terms and conditions (including for example airline conditions of carriage or accommodation restrictions) ("the Travel Providers Terms and Conditions") that will apply to the Traveller and that the Traveller agrees that the Travel Providers Terms and Conditions shall apply to the booking and that the Traveller will fully comply with the Travel Providers Terms and Conditions.
  - 4.1.2. To the extent of any inconsistency between these Terms and Conditions and any Travel Providers Terms and Conditions the Travel Providers Terms and Conditions will prevail over these Terms and Conditions except to the extent the Travel Providers Terms and Conditions are invalid or unenforceable.
  - 4.1.3. Edventure Travel may identify the Travel Provider (including wholesalers, if applicable) where possible on all itineraries or travel documents it provides to the Traveller.

### **5. Deposit & Balance of Payment**

- 5.1. The Traveller is required to pay a non-refundable deposit of AUD\$500.00 per person to join the trip to Cambodia, Laos, New Zealand, Thailand or Vietnam. The deposit is strictly non-refundable for any reason.
- 5.2. The Traveller is required to pay a non-refundable deposit of AUD\$1,000 per person to join the trip to China, India or Japan. The deposit is strictly non-refundable for any reason.
- 5.3. For bookings made within 90 days of the departure date of the trip, The Traveller is required to pay the full tour price amount at the time of booking.
- 5.4. The Traveller is required to pay the balance of the payment 90 days before the departure date of the trip. The group organiser, school or the Edventure Travel office will advise the Traveller the exact balance due date closer to the time.
- 5.5. If the balance is not paid on or before the due date, Edventure Travel reserves the right to treat the Traveller's booking as cancelled and cancellation charges, as outlined below in the Cancellation section, will apply.

### **6. Prices and Surcharges**

- 6.1. Prices are subject to availability and can be withdrawn or varied without notice.
- 6.2. At the time of providing a quotation to the Traveller for the Travel Services Edventure Travel will specify conditions or restrictions that may apply (as these may vary depending on the Travel Provider and /or the relevant Travel Service).
- 6.3. The price quoted is only guaranteed once your booking has been confirmed and you have made payment in full by the payment deadline.
- 6.4. Price changes may occur even after a Quote has been issued and may occur for reasons outside the control of Edventure Travel including adverse currency fluctuations, fuel surcharges, taxes and airfare increases.
- 6.5. The Traveller acknowledges that some countries may charge passenger taxes fees or levies at airports or hotels and the Traveller and not Edventure Travel is responsible for the payment of those fees and levies.
- 6.6. Airline taxes are subject to change and are confirmed at the time the Travellers airline ticket is paid in full by the Traveller and ticketed by Edventure Travel.
- 6.7. Prices may change due to transport costs, local taxes, increases in local operator costs, currency fluctuations, government action requires us to do so, or the group size falls below the minimum group size quoted. As a result, Edventure Travel reserves the right to impose these increases in prices on the Traveller up to and including the day of departure.
- 6.8. If the Traveller wishes to cancel the trip due to the increase in price, then the Cancellation fees shall apply as set out below.

## 7. Cancellation

7.1. Subject to the Traveller's refund and remedy rights under Australian Consumer Law and subject to clause 7.2 below if the Traveller requests a change or cancellation of a Booking the following fees and charges will apply:

7.2. Cancellation charges are as follows:

<u>Days before departure</u>	<u>Percentage of Price</u>
More than 90 days	Loss of non-refundable deposit
90-61 days	30% of the total booking cost
60-31 days	50% of the total booking cost
30 days or less	100% of the total booking cost

7.3. The Traveller acknowledges that if a refund of a Booking that has been cancelled and payment has been made to the Travel Provider then Edventure Travel will not provide the Traveller a refund until Edventure Travel has received a refund from the Travel Provider. In the event that Edventure Travel incurs a liability to a Travel Provider in relation to the cancellation then the Traveller agrees to pay Edventure Travel the amount of that liability.

7.4. Failure by the Traveller to board a flight may result in the cancellation and forfeit of the Booking including any unused part of the Booking. In such an event the cancellation charges in Clause 7.2 will apply

7.5. Refunds are not made for any unused services during the trip. No refund will be made if the Traveller arrives late or leaves the trip early for any reason.

7.6. The cancellation fee is determined by the date written request for a cancellation of the booking is received by Edventure Travel.

7.7. Travel Providers reserve the right to make time and date changes to the Travel Services. It is the Traveller's responsibility to reconfirm with the relevant Travel provider at least 48 hours before each part of the journey.

7.8. Note that Edventure Travel starts to incur costs as soon as the booking is made. This includes, but is not limited to, costs of staff to process the booking, flight reservations with airlines and payments to service providers and in-country suppliers to secure land services. To reserve services for large groups, Edventure Travel needs to begin booking as early as possible, often up to one year in advance of the tour departure date. Thus, Edventure Travel non-refundable deposits are strictly non-refundable.

7.9. If Edventure Travel chooses to cancel the trip due to a Force Majeure Event\*, then Edventure Travel will offer the Traveller the choice to:

7.9.1. Receive a refund minus any unrecoverable costs; or

7.9.2. Move the travel dates to a later date. Once the new travel dates have been confirmed, should the Traveller then wish to cancel from the new trip dates, they will receive a refund minus any unrecoverable costs. Edventure Travel will solely determine unrecoverable costs, and the calculation will be based on unrecoverable money spent on the original travel date, unrecoverable money spent on the new travel date and the costs of servicing the original and the new travel date.

Refund amounts may vary depending on how close to the departure date the Traveller cancels from the tour.

\*"Force Majeure" means unusual and unforeseeable circumstances beyond the control of Edventure Travel, the consequences of which could not have been avoided even if all efforts and care had been exercised, including, but not limited to, events such as acts of God, war or threat of war, blockade, embargo, flood, fire, windstorm, other extreme weather events, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion at airports, terrorist activity, natural or nuclear disaster, an outbreak of disease, epidemic, pandemic and the imposition of quarantine.

## 8. International Travel

8.1. For all international Bookings the Traveller is responsible for ensuring that they have at the time of departure

8.1.1. A valid and current passport for international travel with a validity period of at least 6 months after the proposed date of return;

8.1.2. A valid and current entry and re-entry visa or other permits that meet the requirements of immigration and other government agencies This may take up to 4 weeks to process per visa or longer if the itinerary travels to two or more countries;

8.2. It is the Traveller's responsibility to ascertain visa requirements including electronic authorisation applications or visa waiver programs for the destinations being visited. Upon request Edventure Travel can provide general information only in relation to passport and visa requirements that apply to international bookings.

8.3. All passport copies must be presented to Edventure Travel when the Traveller pays the deposit for any booking to an international destination.

8.4. Edventure Travel will not be held liable for any delay penalty fine or costs incurred directly or indirectly by the Traveller failing to comply with any of the above clauses.

8.5. Edventure Travel may organise the Travellers necessary visas (if travelling from Australia) to enter the country and will take the utmost care in the handling of all passports in the process. However, Edventure Travel takes no responsibility or liability for any passports being lost or stolen while obtaining visas from the relevant Embassy.

8.6. It is the Traveller's responsibility to have in their possession all the required documentation and identification required for entry, departure and travel to each country or region visited on the trip. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits, authorisation letters and medical certificates.

8.7. The Traveller agrees that they are responsible for the full amount of any loss or expense incurred by Edventure Travel that is a direct result of the Traveller's failure to secure or have correct travel documentation

## 9. Travel Documents

9.1. Edventure Travel may provide certain travel documents including but not limited to airline tickets accommodation and tourism operator vouchers rail passes and other documents (Travel Documents) issued by the Travel Provider as confirmation of the relevant booking.

9.2. Travel Documents will be subject to the Travel Providers terms and conditions including in relation to cancellation and transferability.

9.3. Travel Documents will be issued in the name of the Traveller being the name specified on the Traveller's passport and will usually be non-transferable.

9.4. The Traveller is responsible for ensuring the accuracy of the Travel Documents and advising of any errors or omissions prior to the date of travel.

9.5. Travel Documents lost stolen or misplaced may be replaced subject to a replacement fee.

## 10. Credit Card Payments

All credit card payments incur an administration fee which is payable by the Traveller. Please refer to the trip invoice for details.

## 11. Flight Amendments

11.1. Date changes of international return flights will incur an amendment fee of \$75.00 per person plus airline fees, fares and taxes which are all payable by the Traveller. A date change is subject to seat availability as determined by the airline. Any date changes should be made aware and agreed upon by the Traveller.

11.2. The airline may require an Unaccompanied Minor Form to be completed if the Traveller is under 15 years of age or if the Parent/Guardian requests airport assistance for the Traveller who is under 15 years of age. Unaccompanied Minor assistance is subject to airlines conditions and fees.

## 12. Travel Insurance

12.1. Comprehensive travel insurance is compulsory for all Edventure Travel trips and must be taken out at the time of booking. The travel insurance policy should cover against theft, personal accident, personal liability, medical expenses, cancellation fees and repatriation. The Traveller is responsible for all costs of providing comprehensive travel insurance.

12.2. The travel insurance company's 24-hour emergency contact number and the Traveller's insurance policy number should be supplied to Edventure Travel before the tour begins. Edventure Travel recommends all Traveller's taking part in a school tour should be on the same travel insurance policy to ensure the entire travel party have the same inclusions, coverage amounts and terms and conditions should an event occur. The Traveller may need to check these details with their school.

12.3. The Traveller should take note that a general principle of insurance is that pre-existing conditions are not covered. The Traveller should make every effort to disclose and cover any pre-existing condition to the School and Edventure Travel before the tour departs.

## 13. Alterations to the Tour Program

13.1. Occasionally it may be necessary for Edventure Travel to make changes to the planned itinerary after accepting the Traveller's booking.

### 13.2. Before departure:

13.2.1. Edventure Travel reserves the right to make itinerary changes if necessary. This could be due to reasons of safety, flight schedules, local events or due to Force Majeure\*. Most of these changes will be minor. If significant changes\*\* are made, Edventure Travel will notify these changes to the Traveller as soon as reasonably practicable.

13.2.2. The Traveller accepts that Edventure Travel may have to change the tour program content and/or the tour price per Traveller. This may be done in order to reflect the cost of the fixed overheads, which cannot be reduced when the group falls below the minimum group size required as initially quoted on or for any other reason.

### 13.3. After departure:

13.3.1. Edventure Travel reserves the right to change an itinerary after departure due to reasons of safety, local circumstances or a Force Majeure Event. In such emergencies, the additional cost of any necessary itinerary alterations will be covered by the Traveller.

\*\*"Force Majeure" means unusual and unforeseeable circumstances beyond the control of Edventure Travel, the consequences of which could not have been avoided even if all efforts at due care had been exercised, including, but not limited to, events such as acts of God, war or threat of war, blockade, embargo, flood, fire, windstorm, other extreme weather events, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion at airports, terrorist activity, natural or nuclear disaster, an outbreak of disease, epidemic, pandemic and the imposition of quarantine.

\*\* Significant changes are defined as changes affecting three or more days of the land tour program.

## 14. Authority of the Tour Leader / Removal from the Tour

14.1. The Traveller agrees that they will abide by the decisions and directions of the Edventure Travel, the Tour Leader and/or local guides during the tour and they will comply with all reasonable decisions and directions. In the event that a Traveller fails to comply with any such reasonable decision or direction then Edventure Travel the Tour Leader and/or local guide may at their total discretion expel the Traveller from the tour. Further the Traveller shall be solely responsible for all costs and expenses to be incurred in returning the Traveller to their country including any costs incurred in having a parent or guardian travel to accompany the Traveller to their country.

14.2. Edventure Travel, the Edventure Travel Tour Leader and/ or local guides running the tour, may expel the Traveller from the tour without liability to Edventure Travel of any nature whatsoever if they are of the opinion that the Traveller's presence does or is likely to threaten the safety, order, wellbeing of the tour group or others. This includes failing to comply with any of the tour regulations and the directions of his/her Tour Leader and local guides. In such event, the Traveller shall not be entitled to any refund but shall indemnify Edventure Travel against any loss or expense that Edventure Travel may incur as a result of the Traveller's behaviour. Further the Traveller shall be solely responsible for all costs and expenses to be incurred in returning the Traveller to their country including any costs incurred in having a parent or guardian travel to accompany the Traveller to their country.

14.3. Should the School or the Teachers on the tour decide to remove a Traveller from the tour due to behavioural issues or misconduct then the Traveller shall not be entitled to any refund for unused services and shall indemnify Edventure Travel against any loss or expense Edventure Travel may incur or suffer as a result of the Traveller's behaviour. Further the Traveller shall be solely responsible for all costs and expenses to be incurred or incurred in returning the Traveller to their country including any costs incurred in having a parent or guardian travel to accompany the Traveller to their country.

## 15. Age

The recommended minimum age for our school tours is 10 years old, however, the Traveller must be accompanied by a Parent/Guardian or duly authorised teaching staff from their school if under 18 years old. Edventure Travel trips can be physically and mentally demanding and the Traveller must ensure that they are suitably physically and mentally fit to allow full participation.

## 16. Health

**16.1.** The Traveller should be in good health and is not aware of any reason why the Traveller may be particularly unsuited to taking part in the trip or may be likely to suffer an illness, mental illness or injury during the tour.

**16.2.** The Traveller and the school should disclose and give full details of any pre-existing or existing medical condition, illness, mental illness or disability or the undergoing of any medical treatment to Edventure Travel from the time of booking up until the departure date of the tour.

**16.3.** The Traveller and the school must take all required inoculations or medication within the requisite period before the trip begins. Before and during the trip, the Traveller and the school should take advice from their doctor as to which inoculations or medication are necessary and/or advisable for the trip. Note; the School may also have their own list of required inoculations before allowing the Traveller to join the trip.

**16.4.** Edventure Travel can provide details on mandatory health requirements; however, Edventure Travel are not medical experts. It is the Traveller's responsibility to ensure they obtain proper and detailed medical advice at least three months prior to travel for the latest health requirements and recommendations for the destination.

**16.5.** Edventure Travel and/or the Tour Leader reserve the right on grounds of the Traveller's health and safety, to withdraw the Traveller from the trip. Edventure Travel and /or the Tour Leader may withdraw the Traveller at their discretion due to physical, emotional or mental health issues. In such circumstances, the Traveller will be treated as having cancelled his or her participation in the trip without refund.

### 16.6. COVID-19

**16.6.1.** The federal government requires all passengers to wear masks on flights and in airports. The Traveller is responsible for ensuring that they are aware of any government requirements whether in Australia or elsewhere that apply to the destination including the wearing of facemasks and coverings.

**16.6.2.** The Traveller is required to familiarise themselves with all predeparture and travel regulations and restrictions relating to their destination and also such requirements in Australia.

**16.6.3.** Some destinations may require the Traveller to complete a travel declaration or permit and/or health assessment prior to travel.

**16.6.4.** Some countries may require the Traveller to quarantine on arrival and may refuse unauthorised entry. *Edventure Travel* strongly advises the Traveller to closely follow the relevant governments travel and health advisory services as travel and health advice is changing regularly and differs from region to region. The Traveller is recommended to familiarise themselves with the provisions contained on [smartraveller.gov.au](http://smartraveller.gov.au) to obtain the latest information and advice for travelling interstate and overseas.

**16.6.5.** All Travellers must be up to date with their Covid-19 vaccinations and hold and maintain at all times a valid international vaccine certificate to participate in any of our tours and travel arrangements.

## 17. Third Parties

**17.1.** Edventure Travel has contracts and arrangements with a number of airlines, accommodation providers, in-country companies, non-governmental organisations, local schools, outdoor adventure activity providers, bus companies, Embassies, local guides and individuals to assist in the running of our trips acting as Third Parties. These Third Parties may also engage the services of other local operators and individuals or subcontractors. While Edventure Travel takes all reasonable steps and careful vetting to select reputable Third Party suppliers, we cannot be responsible for their acts or inadequacies.

**17.2.** Any services provided by Third Parties may be subject to their own terms and conditions and the Traveller may be required to sign accepting additional terms and conditions. By signing their terms and conditions this may limit or exclude the liability of the Third Parties. Edventure Travel acknowledges that while Third Parties operate in compliance with the local laws of the countries in which they operate, they may not comply with the laws of the Traveller's country of residence.

**17.3.** The Traveller acknowledges and agrees that Edventure Travel is not responsible for the acts and inadequacies, whether negligent or otherwise, of these Third Parties. Any disputes between the Traveller and any Third Party, are to be resolved solely between the Traveller and that particular party.

## 18. Acceptance of Risk

**18.1.** The Traveller acknowledges that the nature of the trip is adventurous, and participation involves an elevated degree of personal risk. The Traveller may be visiting places where the political, cultural and geographical attributes present heightened dangers. The Traveller may travel to remote areas far from medical services and there may be evacuation difficulties.

**18.2.** The Traveller acknowledges that they are choosing to travel at a time when it may be possible to be exposed to the COVID-19 virus. Edventure Travel will take all reasonable steps to ensure the Traveller's safety and may require the Traveller to follow additional safety protocols on the trip.

**18.3.** Edventure Travel will monitor political events carefully and try to ensure the tour group remains as safe as possible at all times. However, Edventure Travel cannot guarantee safety due to terrorist events. As such, Edventure Travel takes no responsibility and excludes all liability for any damages or losses the Traveller may incur as a direct or indirect result of terrorism. The Traveller travels at their own risk in regards to this matter.

**18.4.** It is the Traveller's own responsibility to acquaint themselves with the nature of the itinerary and considered any government travel advice. The Traveller acknowledges that their decision to travel is made in light of consideration of this information and the Traveller accepts that they are aware of the personal risks attendant upon such travel.

**18.5.** The Traveller (Parent or Guardian) by signing the Booking Form accepts the inherent and increased dangers and risks associated with the proposed trip and the accompanying risk of injury, death or property damage or loss. To the fullest extent permitted by law, Edventure Travel accepts no liability in relation to these additional risks.

## 19. Indemnity

- 19.1. The Traveller fully understands that they are taking part in an Edventure Travel tour program that may involve risk and potential injury and possibly death. The Traveller fully releases and indemnifies Edventure Travel against any loss and damage that may be caused by the negligence of the owners, directors, employees, contractors, officers or third parties of Edventure Travel or the negligence of other participants or contractors.
- 19.2. In recognition of the inherent risk of the travel and trip-related activities in which the Traveller is intending to engage, the Traveller confirms that they are physically and mentally capable of participating in the activity, that the Traveller is willingly and knowingly chooses to participate in the trip despite the potential risk of danger. The Traveller assumes full responsibility for any injury, loss or damage suffered by the Traveller or caused by the Traveller, caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of Edventure Travel.
- 19.3. The traveller, for themselves and their personal representatives, heirs or associates, release, waive, discharge, hold harmless and indemnifies Edventure Travel, and its owners, officers, directors, agents, contractors, employees, and the school associated with the trip from all claims, or losses for bodily injury, actions, wrongful death, property damage, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during the trip and any related activities.
- 19.4. Each Traveller, and where the Traveller is under the age of 18 years, the parent or legal guardian of the Traveller, will at all times indemnify and keep indemnified Edventure Travel, its employees and tour leaders against all liabilities incurred by any or all of Edventure Travel, its employees, tour leaders and tour operators providing services on its behalf, the Traveller for failing to ensure the Traveller is in good health, did not provide the necessary documentation to join the tour or was removed from the tour by Edventure Travel and/or the tour leader or the school teachers on the tour for misconduct or bad behaviour. In the event that the Traveller is under the age of 18 years then the Traveller's parent or guardian is required to sign this document on behalf of the Traveller.

## 20. Privacy

Edventure Travel respects the Traveller's privacy and abides by the terms of the Privacy Amendment Act 2000 (Commonwealth). Edventure Travel will only collect personal information that is relevant to booked travel arrangements. Edventure Travel will protect the privacy of the information the Traveller provides and only pass it to third parties such as airlines, tour companies, hotels or insurance providers when that information is necessary to fulfil travel arrangements or insurance claims. In providing this information to us, the Traveller consents to Edventure Travel using this personal information to make and complete travel arrangements on behalf of the Traveller.

## 21. General

- 21.1. The laws of Victoria, Australia shall govern these Booking Conditions and to any dispute between the Traveller and *Edventure Travel*. You submit to the exclusive jurisdiction of the courts of Victoria Australia and waive any right that the Traveller may have to object to an action being brought in those courts.
- 21.2. In case any provision of these Booking Conditions becomes invalid or unenforceable then Edventure Travel and the Traveller will remain bound by the remainder of the provisions and the relevant provision will be read down to the extent necessary to avoid being invalid or unenforceable and if the provision cannot be read down to that extent it will be severed without affecting the validity and enforceability of the remainder of the booking conditions.
- 21.3. Neither the failure or delay by *Edventure Travel* to enforce, and any time, one or more term (s) of these booking conditions shall operate as a waiver thereof, or of the right to subsequently enforce all the booking conditions.