

arendevious travel & leisure

Travel Agent Licence Number 2TA08183

Member of the Travel Compensation Fund (Fund No.10106)

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Booking Terms and Conditions

These terms govern the bookings made for the Easter High Country Walk 'The Holiday' made with arendevious travel & leisure ("arendevious", "we", "our", "us" and "the agent") Travel Agent Licence No. 2TA08183.

In submitting a booking (whether online, by phone, email, post or via a travel agent) you agree to be bound by the booking terms and conditions and these terms and conditions constitute the agreement between arendevious and you. You accept these booking terms on behalf of all participants of your party.

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

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|-----------------------|--|
| Final Monies Due Date | 8 March 2011 |
| Deposit | \$600 per person (minimum \$300 non refundable) |
| Participant Ages | 40 to 59 years (see 'Age of Participants' for more detail) |
| Minimum Group Size | 6 persons |

Definitions

Website: refers to www.arendevious.com.au

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

Customer/Client: any persons that has enquired or booked The Holiday.

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

Participants/Passengers/Guests: persons who have booked and paid in full for The Holiday.

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

1. Booking Terms & Conditions

No contract between you and arendevious shall come into existence until you are issued a booking confirmation by email, fax or post and a non-refundable deposit has been paid for The Holiday. All bookings are personal to you and may not be sold, assigned or otherwise transferred.

The payment of a deposit will reserve your booking (subject to availability) only until the final monies due date at which time all outstanding monies for your booking must be paid in full to reserve your place. If any payment due is not received by arendevious within 7 days of becoming due, you will be deemed to have cancelled your booking and the cancellation policy under the clause 'cancellation charges' will apply.

The Booking Close Date 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.

In addition to any holiday booking terms and conditions from us, where a third party including but not limited to a tour operator is used to provide The Holiday, bookings will also be subject to the third party's booking terms and conditions.

2. 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 service providers. All costs are subject to currency fluctuations and/or price increases until paid in full. Furthermore, a fuel surcharge may be imposed by the tour operator on the cost of the tour as a result of significant increases in world fuel prices. 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.

3. Airfares and Airport/Security Taxes

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.

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.

4. Payment Methods

Details of payment methods will be provided with a booking quote. The following fees may be incurred:

Cash payments over the counter to our bank account in excess of \$5000 will incur a bank fee of 0.25% of the total amount deposited. This charge will be added to The Holiday price.

Payment from an overseas bank account (outside of Australia) will incur a bank fee of AU\$35 per transaction. Please advise us if this is your preferred method of payment.

Payment by Credit Card; will incur transaction fees and will be advised with your booking quote. Note: Credit Card transaction fees may vary or in some instances be waived by certain airlines, wholesalers and other service providers.

5. Cancellation Charges

A cancellation must be made in writing to *arendezvous*. Each booking is subject to the following cancellation fees:

- Loss of \$300 when cancelled 60 to 46 days prior to date of departure
- Loss of \$600 when cancelled 45-31 days prior to date of departure
- All monies non refundable when cancelled 30 days or less prior to date of departure

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 including but not limited to missed meals or sightseeing. Any amount forfeited, which has not then been paid to *arendezvous* by you may be recovered from you by *arendezvous* as a debt due and payable.

Receipt & Processing of Cancellation Advice: One day processing time of a cancellation advice applies; where cancellation advice is received on a Saturday or a Sunday the next working business day will be considered the date of cancellation advice. Where cancellation advice is received during business hours Monday to Friday the next working day is considered the day of receipt.

6. Amendment & Other Fees

- a. A \$50 late payment fee is applicable for any payment received after its due date.
- b. A \$50 amendment fee per person per change made once reservations have been confirmed (plus any additional charges incurred by airlines, wholesalers and other service providers).
- c. A \$75 late booking fee may apply for reservations made after the final payment date.
- d. \$100 cancellation fee per person for any cancellation of an airline ticket once reservations have been confirmed and full payment received plus any additional charges incurred by airlines, wholesalers and other service providers.

7. Transfers

If you wish to transfer from one holiday to another, you must send this request in writing to *arendezvous*. 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 tour to commence within 12 months of your original departure date and the minimum following transfer charges will apply:

- Cancellation penalties from third party operators of The Holiday may apply and will be deducted from any monies that are transferred from The Holiday to another tour. These fees will be advised at the time of your request.
- An administration transfer fee of \$75 per person.
- If your notice is received less than 70 days prior to your original departure date a transfer is not possible.

Any transfer from one tour to another is subject to availability and the agreement in writing from us. Please note, the transfer of your place on The Holiday to another person is not permitted.

8. Payment Default Clause

- 8.1 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 (and at our sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement. At our sole discretion such interest shall compound monthly at the rate quoted.
- 8.2 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/client basis and in addition all of our nominees costs of collection.

9. Participant Personal Information

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

10. 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.

In the case of this holiday, if you are outside the promoted age group you are welcome to join the group given you are a regular walker of a good fitness level however the final decision to accept a person outside the age group is at our sole discretion. The age group of 40 to 59 years is selected, as generally we find trips of this style are most popular with this age group. 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 copy of your photo identification (if requested) is not provided by the final monies due date and the standard cancellation terms apply.

11. Cancellation Due to Group Size

arendezvous reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour and in which case you will be given a full refund of the tour price paid by you. 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 by seven business days after the final monies due date.

12. Room Mate Match Service

When you book a holiday with a room mate request for a twin share room no responsibility is taken by us for the outcome in regard to the personality or characteristics of your match except that you will be matched with a participant of the same gender. Once a room mate is finalised by *arendezvous* your first name and email address provided on your booking form may be provided to your room mate match prior to departure for the purpose of your introduction to your room mate match for this holiday. If you do not have an email address, with your permission we will provide your alternative contact details such as a mobile phone number.

Once a room mate match is confirmed, any request to change your booking from a room mate 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 room mate match are not possible.

13. Twin Share or Triple Share Rooms with a Friend

In order to secure a booking for a twin share or triple share room with a friend or friends a deposit to the value of two persons for a twin share and three persons for a triple share room must be paid in full. For each person sharing the room a price will be quoted on a per person basis. Should any portion of the total booking value for all persons of a twin share or triple share room not be paid in full, all persons booked to share the room are liable for the outstanding monies due.

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.

14. Tour Participation & Fit to Travel

Participants should be in good health. 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. Passengers with disabilities are welcome, providing that they do not require special assistance from us or our tour operator personnel and if special assistance is required they must be accompanied by a person capable of providing the assistance and this travel companion providing assistance must pay the published price for the tour.

We or the tour operator both reserve the right to refuse to carry anyone where it is believed the person cannot cope with the requirements of The Holiday travel and who may require services and facilities that the tour operator cannot guarantee will be available. Passengers agree that they will not hold us or the tour operator liable for any decision by a third party service provider to refuse to carry them or to provide any facilities or accommodation to them or to provide any services to them.

You understand that we and the tour operator reserve the right to withdraw tour participation from anyone whose behaviour is deemed likely to affect the smooth operation of the tour, or adversely affect the enjoyment or safety of other passengers, and we and the tour operator shall be under no liability to any such person for refund,

compensation, repatriation or any other matters arising.

A Medical Form provided by the tour operator must be completed before your place on the tour can be finalised.

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

- a. We require that all participants observe responsible consumption of alcohol and obey all local, state or country laws pertaining to the consumption of alcohol.
- b. We require all participants to obey all laws of the country.
- c. 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.
- d. 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.
- e. Participants are to refrain from offensive language or behaviour including sexist and racist remarks.
- f. 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 your removal from The Holiday.

15. Tour Leaders

A tour leader, who also may be referred to as a tour guide, tour director, tour escort or tour host is the person at any time given the task of leading or supervising any aspect of The Holiday. We reserve the right to change, at any time, the nominated tour leader. 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.

16. Inclusions & Exclusions

The Holiday itinerary details the inclusions. In respect to The Holiday exclusions these are:

- a. Gratuities to Tour Guide or other service personnel (unless specified)
- b. International Airfares (unless specified that they are included with The Holiday package)
- c. Any air departure taxes payable at the point of departure
- d. Optional excursions that may be offered while on The Holiday
- e. Travel Insurance, visa fees and excess baggage
- f. Medical expenses & emergency evacuation and/or emergency search charges
- g. Additional expenses caused by delay, accidents or disruption of planned itineraries
- h. Items of a personal nature such as laundry, postage, phone calls, meals, snacks and drinks not listed on The Holiday itinerary

17. Itineraries, website content and promotional material

The information contained on our website, in brochures or similar, to the best of our knowledge is correct at the date of publishing. Where deemed necessary and within reason, itineraries and other Holiday information may vary from the original content as circumstances dictate.

18. Airlines and Other Transport Providers

In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by *arendezvous* or its tour operators. Any flights or other transport forming part of the tour 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 *arendezvous*, 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.

19. Force Majeure

If *arendezvous travel & leisure* is prevented either directly or indirectly from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts of omissions of a third party or for any other cause whatsoever outside *arendezvous travel & leisure* reasonable control, we will be under no liability whatsoever to you and may, at our option, by written notice to you to cancel the tour.

20. Travel Documents

Your passport must be valid for a minimum of six months prior to the arrival home date to Australia. 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.

21. Travel Insurance

Travel Insurance is not included in the price of The Holiday. It is highly recommended that travellers take out travel insurance.

22. **Release and Waiver of Liability**

In consideration of *arendevious travel & leisure* accepting your application:

- You release *arendevious travel & leisure* and the company A Rendezvous Group Pty Ltd and its officers, employees, agents and other representatives (hereafter "arendevious and its personnel") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of your travel and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the willful negligence or wrongful act of arendevious and its personnel; and
- You waive any claims you have, or may at any time have, against *arendevious* and its personnel and you agree, by accepting the inherent dangers and risks associated with any travel, not to make any claim against or seek any compensation from *arendevious and its personnel* in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in an event.

To the extent permitted by law, section 74 of the Trade Practices Act 1974 does not apply to this agreement

23. **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.

24. **Privacy**

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

- (a) provision of Goods and/or Services by arendevious, 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 arendevious, 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.

25. 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.

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

27. 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 *arendevious* and you.

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

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

TOUR OPERATOR CONDITIONS

When you book this tour you also are bound by the tour operator conditions.

1. **Definitions**

- 1. "Seller" shall mean Soul Free Adventures (Aust) Pty Ltd T/A Australian Walking Tours its successors and assigns or any person acting on behalf of and with the authority Soul Free Adventures (Aust) Pty Ltd T/A Australian Walking Tours
- 2. "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Seller to the Client.
- 3. "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 4. "Services" shall mean all Services supplied by the Seller to the Client and includes any advice or recommendations.
- 5. "Price" shall mean the price payable for the Services as agreed between the Seller and the Client in accordance with clause of this contract.

2. **Acceptance**

- 1. Any instructions received by the Seller from the Client either directly or provided by a third party including *arendevious*, for the supply of Services and/or the Client's acceptance of Services supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

3. The Client acknowledges that there will be a minimum deposit of 20% of the total cost of the trip due at the time of booking.
 4. Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Seller.
 5. The Client shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause.
- 3. Price And Payment**
1. At the Seller's sole discretion the Price shall be either:
 1. as indicated on invoices provided by the Seller to the Client in respect of Services supplied or as provided by on behalf of the Seller by Arendezvous; or
 2. the Seller's quoted Price (subject to clause which shall be binding upon the Seller provided that the Client shall accept the Seller's quotation in writing within thirty (30) days.
 2. The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation.
 3. At the Seller's sole discretion a deposit may be required.
 4. Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.
 5. Payment will be made by cheque, or by bank cheque, or by credit card (plus a surcharge of up to three percent (3%) of the Price), or by direct credit, or by any other method as agreed to between the Client and the Seller.
 6. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 4. Delivery Of Services**
1. At the Seller's sole discretion delivery of the Services shall take place when:
 1. the Client takes possession of the Services at the Seller's address; or
 2. the Client takes possession of the Services at the Client's nominated address (in the event that the Services are delivered by the Seller or the Seller's nominated carrier); or
 3. the Client's nominated carrier takes possession of the Services in which event the carrier shall be deemed to be the Client's agent.
 2. At the Seller's sole discretion the costs of Delivery are:
 1. included in the Price; or
 2. in addition to the Price; or
 3. for the Client's account.
 3. The Client shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Services as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.
 4. Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
 5. The Seller may deliver the Services by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
 6. The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
 7. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Services (or any of them) promptly or at all.
- 5. Risk**
1. If the Seller retains ownership of the Services nonetheless, all risk for the Services passes to the Client on delivery.
 2. The Client acknowledges that:
 1. by the very nature of adventure travel, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays; and
 2. in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and
 3. operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against the Seller; and
 4. the additional dangers and risk associated with adventure travel may include difficult and dangerous terrain, high altitude, extremes of weather, including sudden and unexpected changes, political instability, remoteness from normal medical services and from communications, and evacuation difficulties in the event of illness or injury; and
 5. the employment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour; and
 6. the Client has submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the government of Australia and that it is the Clients responsibility to acquaint themselves with that information or advice.
 3. The Client therefore, for the reasons outlined above accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.
- 6. Title**
1. The Seller and the Client agree that ownership of the Services shall not pass until:
 1. the Client has paid the Seller all amounts owing for the particular Services; and
 2. the Client has met all other obligations due by the Client to the Seller in respect of all contracts between the Seller and the Client.

2. Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Services shall continue.
 3. It is further agreed that:
 1. until such time as ownership of the Services shall pass from the Seller to the Client the Seller may give notice in writing to the Client to return the Services or any of them to the Seller. Upon such notice the rights of the Client to obtain ownership or any other interest in the Services shall cease.
 2. if the Client fails to return the Services to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Services are situated and take possession of the Services.
- 7. Client's Disclaimer**
1. The Client hereby disclaims any right to rescind, or cancel the contract with the Seller or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Seller and the Client acknowledges that the Services are bought relying solely upon the Client's skill and judgment.
- 8. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")**
1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 9. Default & Consequences of Default**
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 and such interest shall compound monthly at such a rate after as well as before any judgment.
 2. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
 3. Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller has exercised its rights under this clause.
 4. If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
 5. Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:
 1. any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to meet its payments as they fall due; or
 2. the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 3. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 10. Security And Charge**
1. Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
 1. where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 2. should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
 3. the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 9.
- 11. Cancellation**
1. The Seller may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are delivered by giving written notice to the Client. On giving such notice the Seller shall repay to the Client any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
 2. No refund will be made if you voluntarily leave a trip for any reason after the trip has begun. Refunds will be at the discretion of the Seller if you are involuntarily forced to leave a trip for any reason. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilised. Please Note that these conditions apply to tour content booked with the Seller only. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation penalties in certain circumstances (Please Note: such insurance does not cover a change of mind).
- 12. Route Changes, Postponement, Cancellation or Delay**
1. The Seller reserves the right to:
 1. change the date of departure or conclusion of the tour, or
 2. modify any aspect of the tour, or

3. cancel or modify any routes within the tour or objectives set out in the itinerary, or
 4. substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
 5. postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour.
2. If, in the absolute discretion of the Seller, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of the Seller's, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with the Clients booking. In the event of any change, modification, cancellation postponement or delay under this condition, the Client acknowledges that the Client will have no right to refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.
 3. The Seller also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice.

13. Privacy Act 1988

1. The Client and/or the Guarantor/s agree for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Seller.
2. The Client and/or the Guarantor/s agree that the Seller may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 1. to assess an application by the Client; and/or
 2. to notify other credit providers of a default by the Client; and/or
 3. to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 4. to assess the credit worthiness of Client and/or Guarantor/s.
3. The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
4. The Client agrees that personal credit information provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Client and Seller or required by law from time to time:
 1. provision of Services; and/or
 2. marketing of Services by the Seller, its agents or distributors in relation to the Services; and/or
 3. analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services; and/or
 4. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 5. enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
5. The Seller may give information about the Client to a credit reporting agency for the following purposes:
 1. to obtain a consumer credit report about the Client; and/or
 2. allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

14. Release and Waiver of Liability

In consideration of the Seller's accepting your booking application and in consideration of you being permitted by the Seller to join the tour:

1. The Client releases the Seller and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted (each of whom are collectively referred to as the "Seller's and its employees") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the tour and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the wilful negligence or wrongful act of the Seller and its employees; and or
2. The Client waives any claims you have, or may at any time have, against the Seller and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from the Seller and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour.

15. General

1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
2. These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
3. The Seller shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Seller of these terms and conditions.
4. In the event of any breach of this contract by the Seller the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Services.
5. The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Seller.
6. The Seller may license or sub-contract all or any part of its rights and obligations without the Client's consent.
7. The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Client of such change.
8. If the Seller is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdown, interruption of transport, government or political

action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside the Seller's reasonable control. The Seller will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in clause9

9. The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision.