

TOUR CONDITIONS

PLEASE READ THESE TERMS CAREFULLY. REGISTRATION AND PAYMENT OF A DEPOSIT FOR THE TOUR CONSTITUTES ACCEPTANCE OF THESE TERMS. Upon payment of the Deposit, the Registration Form forms part of the Terms and the agreement between the passengers and ADB.

MINIMUM NUMBERS AND CANCELLATION OF TRIP BY US:

Your booking and the tour is not confirmed until ADB provides written confirmation that the minimum number requirements have been met. Price of main tour is based on minimum number requirements of 8 paying passengers for the complete tour. If any changes downwards of more than 3%, the price may change accordingly. ADB reserves the right to cancel any booking in accordance with operating requirements, in circumstances beyond its control or if minimum numbers are not met. In the event that we cancel (or not proceed with) your booking due to insufficient numbers, we will refund all money paid by you towards the group package price. ADB is not responsible for expenses incurred by passengers for other travel arrangements affected by a cancellation.

CONFIRMATION OF BOOKING:

Please note: Tickets and documentation will be despatched approximately 2-3 weeks prior to your group's departure.

GROUP PACKAGE PRICE:

- **HOTELS:** Accommodation is included in the Tour price subject to the following. All hotels offer twin share or double bedded rooms with private facilities. Single rooms, if requested, are at an additional cost if applicable. The cost of the ground arrangements as offered is based upon a busload of 8 paying passengers for the Tour. Failure to reach this number may result in a price increase, which ADB may impose. ADB will endeavour to match single travellers in a twin share room of the same gender if passengers have indicated that as a preference. If it is not possible to do so, ADB reserves the right to ask twin share passengers of the same gender for the single supplement payment, which the single traveller must pay if applicable.
- **MEALS:** Meals are at the travellers own cost throughout the tour period.
- **SIGHTSEEING:** Local transportation by air-conditioned minibus and the entrance fees to places visited on sightseeing tours described in the itinerary are included in the tour price.
- **TRANSFERS:** Transfers of one passenger and one suitcase (size and weight limitations apply) per passenger between the airport, hotels, piers, etc. are included throughout the tour in both directions. Travel to the Melbourne airport of departure for the Tour are not included and are the travellers responsibility. Passengers extending their stays, deviating from the group itinerary or missing their transfers (through no fault of ADB) must arrange their own airport transfers independently and will not be entitled to or receive a refund from the group package price.
- **SERVICE CHARGES and TAXES:** Service charges and taxes imposed by facilities in connection with the services provided as part of the tour are included (i.e. prepaid taxes in connection with flights).

NOT INCLUDED: Excess baggage and forwarding of baggage, items of personal nature such as laundry, beverages, transportation from your hometown to the airport of departure and vice versa, travel insurance, personal expense money, medical fees, phone calls, tips (outside of the programme), items of a personal nature, and costs resulting from absence or deviation from the itinerary and any items not shown in these Terms as being included.

- **AIR TRANSPORTATION:** Flights with Virgin economy class airfares based on ***NON-REFUNDABLE** restricted fares as applicable for groups flying together for entire itinerary. ADB reserves the right to cancel, withdraw or change the tour itinerary in whole or in part at any time. In the event of such a change deemed necessary by ADB, the sole and exclusive obligation of ADB is to refund prorata any payment received in connection therewith as applicable. If you choose to deviate from group flights

and purchase a non-group airfare from an airline, you may need to pay for these flights before the final balance date. Any seating requests cannot be guaranteed and is at the sole discretion of the airlines.

- **INSURANCE:** It is the passenger's sole responsibility to ensure that they have valid travel insurance cover for the tour period. Travel Insurance is compulsory and passengers must obtain appropriate travel insurance to cover them from unforeseen cancellations or events.

HEALTH REQUIREMENTS

- Gone Walkabout 2024 requires a moderate level of fitness. Please make sure this tour is suitable for you before returning your registration form. Walking shoes are essential and the ability to manage temperatures above 32 degrees.
- At the time of booking you must report any mental or physical disabilities which may require special attention while on tour. ADB will make reasonable attempts to accommodate the special needs of disabled travellers, but is not responsible in the event it is unable to do so; nor is ADB responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. ADB does not provide personal services (such as pushing a wheelchair, assisting with walking etc.), or provide individual assistance to a tour participant for walking, dining, getting on and off motor coaches, cruise ships and other vehicles, or other personal needs. A qualified and physically able companion must accompany travellers who need such assistance and must assume full responsibility for their wellbeing.
- Some locations and sightseeing activities may not accommodate wheelchairs or walkers and may require extensive standing, sitting or walking. ADB will not refund or cover any cost or expense incurred for any missed activities due to a participants' inability to fully participate on the group tour. ADB is not responsible for any missed activity due to the traveller's inability to participate with the group.
- ADB reserves the right to ask any tour participant for a medical certificate from their doctor declaring they are mentally and physically fit to participate on the tour. If the participant has been declared unfit to travel their initial tour deposit will be fully refunded.

CANCELLATION OF BOOKING AND CANCELLATION CHARGES:

In the event that you cancel your booking:

- Prior to 60 days before the departure date (and the passengers have not paid the balance of the group package price) each passenger shall forfeit \$500 of the deposit per person and ADB agrees to refund all other monies paid towards the group package price.
- In the event that the balance of the group package price has been received and/or you cancel your booking within 60 days of the departure date or you fail to pay the balance of the group package price by the Due Date (your booking will be deemed to be cancelled) the affected passenger on this booking form shall forfeit the \$1,500 deposit plus shall be liable to ADB for an additional \$500 cancellation fee together with all penalty cancellation charges imposed by airlines, hotels, wholesalers or other service providers. ADB shall deduct such amounts from any amounts held by ADB on the passenger's behalf and any shortfall must be paid by the passengers within 7 days of cancellation and notification of the amount due and payable.

REFUNDS: All cancellations and claims for refunds (which are allowed under these Terms) must be made prior to departure in writing directly to ADB. No refund shall be provided to passengers who do not use services or items included in the tour on or after the departure date.

ENTIRE AGREEMENT AND VARIATIONS

ADB agrees to arrange for the trip outlined in the itinerary provided and subject to these terms and this represents the entire agreement between the passenger and ADB. No changes or deviations are effective unless authorised by ADB in writing or are required to be made by ADB due to operational requirements of service providers for circumstances beyond ADB's reasonable control. No other person is authorised to adjust, modify, cancel or change this program, to make any representation or warranty concerning the tour. The Tour Leader/s reserves the right to decline any registration.

SERVICE PROVIDERS AND AGENCY

Transport service providers are not to be held responsible for any act, omission or event during the time the passengers are not on board the aircraft, vehicle or conveyance.

The passenger contracts directly with each service provider in respect to each service obtained (when such service is not directly provided by ADB) as agent for the passenger. ADB agrees to use due skill and care in making such bookings. When tickets or confirmation of services are issued by service providers to the passenger, such ticket or confirmation constitutes the sole and entire contract between the service provider and the passenger, and ADB assumes no liability or any responsibility in connection to such booking. ADB is not a carrier and does not own any hotels, aircrafts, bus' or other vehicles used in the tour . All bookings with service providers are subject to the service provider's terms and conditions of sale and any limitation of liability imposed by such service providers. Service providers may limit, restrict or exclude liability in respect to personal injury, death, delays and loss or damage to baggage and belongings.

LIABILITY OF OPERATOR

To the extent permitted by law, ADB does not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential or special loss), accidents, schedule changes, irregularity, incidental damages, delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of service providers over whom we have no direct control, force majeure or any other event which is beyond our reasonable control. Under circumstances where liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the value of the purchased travel arrangements or the costs of re-supplying the goods and services whichever is the lesser. ADB assumes no responsibility for acts or omissions on the part of the tour guides used in the tour. Nothing in these terms is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law.

INVALIDITY

The provisions of the Terms are severable, and if any provision of the Terms is held to be invalid or unenforceable, such provision may be removed and the remaining provisions shall be enforced.

JURISDICTION

This agreement shall be deemed to have been made in the state of Victoria and shall be governed by the law of that state and the parties further submit to the exclusive jurisdiction of the courts of that state. Notwithstanding this clause, ADB relies on and receives the benefits of other Australian state and territories conventions as they relate to this agreement.

Gone Walkabout 2024
Arranged by the Anglican Diocese of Bendigo (ADB) for the Anglican Province of Victoria

Any questions?
email: bishoppa@bendigoanglican.org.au
Telephone: 5443 4711