



INSIGHT AUSTRALIA TRAVEL

••• THE TAILOR-MADE GROUPS SPECIALISTS •••

Terms & Conditions for Australian Geographic - Classic Larapinta Trek in Comfort

Please read these bookings terms and conditions carefully as they contain important information about your agreement with Insight Australia Travel.

By paying the initial booking deposit, the Client acknowledges having read, understood and agreed to these booking terms and conditions, which make up the contract between you and Insight Australia Travel.

1. Terms

"IAT" refers to GaliKali Pty Ltd trading as Insight Australia Travel (ABN 4965 1429 542)

"Client" refers to the person(s) or company making the booking with IAT.

"Supplier/s" refers to service providers engaged by IAT to provide the various components of the booking.

2. Prices

All prices are quoted in Australian dollars and include GST (currently 10%).

IAT reserves the right to adjust the costs mentioned in the confirmation should the GST change or should government at any level in Australia introduce new taxes, rates, levys' or charges which may affect the costs during the time of travel. Amendments may be necessitated for many reasons including, but not limited to, increases in ground operator services, increased fuel costs, airfares, airport charges, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date. Prices are valid only for the dates set out in the itinerary. Unless stated otherwise, prices are quoted on a per person basis and are subject to minimum numbers. Where minimum numbers are not met by the payment date, a small group surcharge will be offered to ensure the trips operation. Unless stated otherwise in the itinerary, prices exclude air travel.

IAT reserves the right to requote on alternative accommodation and services if rooms/services become unavailable due to unforeseen circumstances.

IAT will use all reasonable efforts to maintain costs as quoted at the time of booking, however IAT reserves the right to pass on as a surcharge any cost increase due to circumstances beyond its control.

3. Concessions

Concessions do not apply.

4. Deposits / Payments

A \$400 per person deposit* is required to confirm the booking.

By paying the required deposit per person per tour the Client acknowledges having read, understood and accepted these Booking Conditions.

**See below for information regarding COVID-19 Exceptions.*

5. Payment

45 days prior to departure – full balance payment must be received

Payment in Australian Dollars should be made to the IAT nominated bank account provided. If payment of the balance of the tour price is not received by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 6 will apply.

The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to IAT by you, may be recovered from you by us as a debt due and payable.

6. Cancellations by the Client

All cancellations must be received in writing. Action of cancellations and/or amendments is based on Australian time and during office hours (Monday to Friday 09.00-17.00 hrs).

Cancellation charges apply as follows:

- cancellation that occurs 45 days prior to tour departure date – deposit will be forfeited
- cancellation that occurs less than 44 days prior to tour departure date or in an event of a no show on the day of arrival – 100% of the tour price will be forfeited.

COVID-19 Exceptions:

If you are directly prevented from attending the trip due to a COVID-19 Government restriction or border closure* the following flexible cancellation terms are available:



Up until 15 days before your trip departure - we will provide a travel credit voucher (TCV) equivalent to any funds paid that can be put toward a future Classic Larapinta Trek in Comfort within 18 months of your original departure date.

Within 14 days of departure - we will provide a travel credit voucher (TCV) equivalent to any funds paid less a \$200pp administration fee, that can be put toward a future Classic Larapinta Trek in Comfort within 18 months of your original departure date.

*A government travel restriction is official government advice or restrictions associated with the pandemic in respect of border restrictions or closures and quarantine requirements. The restriction or closure must be active during the scheduled departure date of your trip. If there are restrictions or closures in place with no prescribed end date the restriction will be deemed to impact your departure if it is still in place 60 days prior to the departure date.

It's important to remember that all other terms and conditions remain as per the terms and conditions listed, agreed to at the time of booking, including payment terms and cancellations for change of mind or any other reason apart from government restrictions which are associated with the pandemic will be subject to our standard terms and conditions.

7. Cancellation by Insight Australia Travel – Force Majeure

IAT requires a minimum of fourteen (14) fully paid Clients per departure to guarantee the Classic Larapinta Trek in Comfort. IAT reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour 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, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

If IAT is affected by a Force Majeure (including but not limited to Acts of God, explosion, flood, tempest, fire, war, sabotage, terrorism, civil disturbance, sickness, epidemic, pandemic, weather conditions, government or third party intervention) an IAT representative will notify the Client as soon as reasonably practicable of the nature and extent thereof. IAT will not be liable to the Client or any other person, by reason of delayed or non-performance of any of its obligations due to a Force Majeure Event.

If any COVID-related travel restrictions are in place that may impact the ability to operate this tour, IAT will make a final review 40 days prior to the scheduled tour departure date. If travel is not possible at that time, IAT will cancel the departure and hold payments received in credit to be applied to a future travel date within 18 months of your original departure date.

8. Amendments

Amendments by Insight Australia Travel:

Should the COVID 19 pandemic, weather conditions or operational requirements necessitate an alteration or postponement of the itinerary (or any of its inclusions), IAT reserves the right to amend the accommodation and or service providers as necessary, cancel or modify any routes within the tour or objectives set out in the itinerary; or substitute different or equivalent routes within the tour in place of cancelled or modified routes, or 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 if, in the absolute discretion, it is necessary to do so due to inclement weather, snow or icy conditions or circumstances that are known to us and 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, 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 your booking or for any other reason considered necessary by IAT. In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of 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. The Client will be advised of any changes to the proposed itinerary or inclusions at the time of booking, or as soon as reasonably practicable.

Amendments/Transfers by the Client:

AMENDMENTS: If you the Client wish to make amendments to your tour arrangements, you must notify IAT in writing. Each amendment to your tour arrangements will incur a \$50 administration fee and you will be liable for any increase in airfares or operational expenses occasioned by the amendment. All administration fees must be paid before departure.

TRANSFERS: If you the Client wish to transfer from one tour to another alternative offered by us to you, you must notify IAT in writing. Once we receive your notice the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

- If your notice is received more than 40 days prior to your original departure date a \$100 transfer fee will apply. In addition, any increase in airfares or operational services will be payable by you: or



• If your notice is received within 40 days prior to your original departure date 100% of your tour price will be forfeited.

Note: Any requested amendment to tour arrangements or transfer from one tour to another alternative offered by us to you is subject to availability and the agreement in writing of IAT, however, the transfer of a trip from one person to another is not permitted.

9. Liability

IAT in its' capacity as an agent, disclaims any responsibility or liability for any loss, damage, accident, change of schedule or other irregularities caused by, or arising from, circumstances beyond its control.

The Client authorises IAT to book all accommodation, airlines, excursions, recreational activities, and transport operators on their behalf as their duly appointed agent.

The Client accepts that IAT at all times acts only as an agent for all accommodation, airlines, excursions, recreational activities, and transport operators and that IAT is not liable in relation to any of these principles' services. All bookings are made subject to the terms and conditions and limitations of liability imposed by the Supplier/s.

IAT does not warrant the performance of any Supplier/s and the Client releases IAT from any liability for any loss or damage, cost or expense (including without limitation any property damage, death or personal injury), suffered by the Client which arises from any act or omission of a Supplier/s or failure by a Supplier/s to meet the Client's expectations.

IAT does not accept liability where passengers fail to arrive on time for any element of their journey due to delayed flights, bad weather, accidents or third party arranged rail, ferry or coach service or travel of any form. IAT will pass on additional costs if they arise due to a delay.

IAT will not incur any liability for airfares purchased by travel agents or clients. In the event that a tour is cancelled, IAT cannot be held responsible for airfare conditions, cancellation fees or other penalties on any airfare purchased.

In circumstances beyond the control of IAT, or if found to be in the best interest of all concerned, IAT reserves the right to alter or cancel any component of the itinerary and/or substitute services with or without notice. Every endeavour will be made to reimburse the Client for any cancelled components, however refunds remain at the sole discretion of IAT.

10. Law of contract

The law of contract is in force in the state of New South Wales and by contracting with you are deemed to submit to the non-exclusive jurisdiction of all courts and tribunals in the state of New South Wales.

11. Insurance

IAT recommends all Clients take out comprehensive travel insurance at the time of booking to protect themselves against loss of deposit, medical expenses, injury, pre existing medical conditions, death, loss of luggage and cancellation charges. IAT cannot be held responsible for tour program alterations due to flooding, or acts of nature, cultural reasons, missed flight connections, medical evacuations, damage to personal belongings or loss of property. You must provide evidence to IAT that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate in.

12. Medical/Health & Fitness

You must be in good health and physical condition and are strongly advised to follow our pre departure fitness training recommendations, where necessary. It is the responsibility of the Client to advise IAT of any medical conditions or existing health and fitness issues.

For this tour you will be required to submit a medical questionnaire completed by you or your doctor as proof that you are fit enough to participate in the tour. If you have booked a tour graded 1-4 the only time that a medical questionnaire will be required by your doctor is where you have a pre-existing medical condition, or are over 70 years of age. This will be sent to you upon booking and you will be required to return the form completed and signed 40 days prior to departure. If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. IAT reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

Medical Disclosure, you declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to us every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to our decision to permit you to go on the adventure tour;



- additionally that pre-existing medical conditions are disclosed to your travel insurer and cover sought;
- immediately upon any adverse change in your health or fitness that may be likely to affect our decision to permit you to go on the adventure tour, you will notify us in writing of any such adverse change;
- IAT are permitted to disclose medical information to our trip operator.
- Our trip operator's consultant doctor may exclude you from a tour if he/she deems it necessary. You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour;
- You have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to;
- you have taken out a travel insurance policy that adequately covers you for medical eventualities and or pre existing medical conditions.

If you fail to comply with the duty of disclosure in this condition and if we would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, we will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

13. Assumption of risk

You acknowledge and agree that:

- by the very nature of trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;
- the additional dangers and risks associated with trekking holidays may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- you have 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 your responsibility to acquaint yourself that information or advice.

For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed tour and the accompanying risk of injury, death or property damage or loss.

14. Tour leaders

Tour Leaders engaged in this trip take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, he/she may exclude you from the tour. In this event, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health (mental and/or physical) is questioned, he or she may direct you not to continue and you must follow the tour leader's instructions. Due to the format of many trips it is not always possible to allow passengers to sit out or miss days/sections of the tour. Passengers are not permitted be left unaccompanied in campsites. If you are not able to complete all the sections of the tour you may be asked by your tour leader to discontinue the tour and you must follow this instruction. In this case you will not be entitled to any refund.

The trip operator reserves the right to change, at any time, the tour leader of any tour. If that happens, we will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

15. Emergency Contact

Please provide an emergency contact, in case of illness, accident or any other mishap. You are welcome to pass IAT contact details to relatives or friends.

16. Dietary Requirements

Dietary requirements may be provided for with advance notice. It is the responsibility of the Client to advise IAT of any dietary requirements, allergies or meal preferences (vegetarian, gluten-free, etc), at least 15 days prior to travel.

17. Errors and omissions

Although IAT has taken every effort to verify the accuracy of statements made in trip documentation including brochure, website and itineraries, IAT is not responsible for any error, omission or unintentional misrepresentation that may occur.

18. Data Protection

To process your booking, IAT will need to use personal information from you in your booking. Personal information may include each guest's name, address, phone number, email address, and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to security and credit checking organisations, and otherwise as required by law. We need to provide personal information to contractors who provide services to or for us (e.g. small touring companies and hotels). Your personal information may also be passed Australian Geographic and its partners for the purposes of communicating offers that may be of interest



to you. In making your booking, you consent to your personal data being passed to relevant third parties as set out above.

The Client may request access to any personal information that IAT holds about them and may notify IAT at any time if they wish to have the personal information held about them edited or deleted (notwithstanding IATs' legal obligations).

The Client acknowledges being made aware of these terms and conditions before making the booking with IAT and the Client indemnifies IAT against liability to the Client and to any person for whom the Client has booked for any loss or damage, cost or expense (including without limitation any property damage, death or personal injury), except to the extent (if at all) caused by the negligent or wilful act of IAT.

Signature and Date