

RESERVATION CONDITIONS

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www.billpeachjourneys.com.au | ABN 11 054 959 152 | Lic. No.2TA003547



HOW TO RESERVE YOUR PLACE

You can make your reservation by calling our reservations team on 1800 252 053 (Australia only) or (61) 2 9693 2233 or by contacting your preferred travel agent.

We will hold a provisional reservation for you for 7 days pending receipt of a non refundable deposit, the value which is outlined in your provisional documents and completed reservation form. The payment of a deposit secures your place and the signed reservation form is acknowledgment that you have read, understood and agreed to the booking conditions as outlined. Bill Peach Journeys will confirm your reservation to you in writing on receipt of your deposit payment. The balance of your fare is due to be received by us 90 days before departure for land journeys, and 150 days for sea journeys (Silversea). For reservations made within 90 days (land journeys) or 150 days (sea journeys), full fare is required immediately. If any payments are not received by the due date, Bill Peach Journeys reserves the right to treat the reservation as cancelled and subject to the normal cancellation fees.

WHAT'S INCLUDED IN YOUR JOURNEY

All travel by exclusive transport as outlined in each itinerary. All breakfasts, lunches and dinners for the entire period of the Journey. All accommodation and sightseeing as specified. Entry fees and portage, gratuities, transfers and the services of the professional crew together with the local hosts.

WHAT'S NOT INCLUDED IN YOUR JOURNEY

Items of a personal nature such as telephone calls, drinks, travel insurance, excess baggage, laundry, personal accident and medical expenses and all extra communication charges we incur on your behalf. Domestic/International flights to join or end your journey.

IF YOU CANCEL A RESERVATION

Unfortunately it is necessary for us to strictly enforce the cancellation policies, as we must make firm reservations for you for suitable transportation, accommodation and touring. The reservations we make are subject to onerous cancellation fees. If you cancel a reservation anytime prior to the departure of your confirmed Journey the following cancellation fees will apply:

AIR AND LAND JOURNEYS

Notification Period	Cancellation Penalty
More than 90 days	Loss of deposit*
90 days and less	10% of total costs*
70 days and less	50% of total costs*
45 days and less	100% of total costs*
Failure to join tour OR leaving the tour once it has departed	100% of total costs*
* total travel cost forfeited	

SEA JOURNEYS

Notification Period	Cancellation Penalty
More than 120 days	Loss of deposit*
120 - 90 days	15% of total fare*
90 - 61 days	50% of total fare*
60 - 31 days	75% of total fare*
0 - 30 days	100% of total fare*
Failure to join tour OR leaving the tour once it has departed	100% of total fare*
* total travel cost forfeited	

All cancellations must be advised to us in writing.

Please note we strongly recommend you take out adequate insurance to cover you against these cancellation fees in the event of having to cancel your Journey due to unforeseen circumstances. We would be happy to assist you with this.

Cancellation fees are calculated on the day written notification is received by Bill Peach Journeys.

IF YOU CHANGE A RESERVATION

Any changes to the original reservation request including changes to airline tickets will incur a charge as detailed in your provisional documents. A change of dates within 90 days of departure will be treated as a cancellation and subject to the cancellation fees as set out.

GENERAL INFORMATION

TRAVELLING ALONE

Nearly one third of our clients are single travellers and prefer confirmed single accommodation, thus Bill Peach Journeys has secured a limited amount of single accommodation that incurs a relative surcharge.

FURTHER INFORMATION BEFORE TRAVEL

After payment of your full fare you will receive all documentation approximately three weeks prior to departure. This will include a full itinerary, a contact list for your friends and family, a recommended clothing list, a temperature guide and departure details. Should you have made other travel arrangements through us for connecting flights, pre-tour accommodation, etc the relevant travel documents will be sent to you at this stage. Please note documents cannot be sent without full payment being received.

SPECIAL TRANSFER FARE

Special Transfer Fares are applicable to clients departing from Canberra, Melbourne, Brisbane or the Gold Coast, are only applicable on journeys departing from Sydney, are based on the best available fares, are non transferable and non changeable. Special Transfer Fares can only be confirmed with the airline once we have received your final balance. Please note that the \$495 per person Special Transfer Fare is only available if booked at least 90 days prior to departure. If this fare is requested within 90 days of departure, a surcharge may apply. A surcharge may also apply in the case of special events. Given the nature of the Special Transfer Fare, it is not transferable, is non-refundable, and once booked non-changeable and subject to availability. If you have a preferred departure time, please advise at the time of reservation and we will endeavour to do all we can to accommodate your request, however, this cannot be guaranteed. Special conditions apply. Refer to Bill Peach Journeys for details. The Special Transfer Fare cannot be used in conjunction with the standby fare or for bookings made within one month of departure. For clients joining from Adelaide, Perth, Hobart or other cities in Australia, contact Bill Peach Journeys for details on the Special Transfer Fare supplement. For clients travelling from other destinations we can arrange overnight accommodation; contact Bill Peach Journeys for details. Due to weather and other unforeseen circumstances we strongly recommend that you travel to your departure city the day before your journey so as not to miss your departure.

INSURANCE

We strongly recommend that you carry travel insurance to cover you against such things as personal illness or accident, cancellation, loss of baggage, etc. Many good general policies can be

recommended by your travel agent or Bill Peach Journeys. If you choose not to take travel insurance, then Bill Peach Journeys requires this in writing (as mentioned on page one of this form). That is, a declaration stating that this is your preference and an indemnity of Bill Peach Journeys.

LEVEL OF FITNESS

Please note that good health and a fair degree of mobility are required to fully enjoy a Bill Peach Journey. Most journeys involve walking tours and/or travel by 4WD vehicles, boarding boats or small launches. This should not be a problem to anyone who can manage everyday walking and stair climbing without any difficulty. Please consult us if you have any doubts about your capability to cope on a particular Journey. As a guide, if at any stage of the Journey, including airports, you would require the use of a wheelchair or walking frame, then these Journeys will not be suitable for you.

Bill Peach Journeys reserves the right to decline, to accept or retain any person as a client should such person's health, mental condition, physical infirmity or general department impede the operation of the Journey or the rights or welfare or enjoyment of other clients. Further, Bill Peach Journeys reserves the right to request a client be accompanied by a companion should age or infirmity hinder his/her ability to travel on the programme on his/her own. Failure to notify Bill Peach Journeys of any disabilities prior to departure may result in refusal of carriage on the day or during the Journey. Full cancellation conditions would then apply.

PRICE GUARANTEE

Rising fuel prices and increased costs can sometimes mean an increased holiday cost. However, we guarantee that once your full fare has been received by Bill Peach Journeys, there will be no increase in the cost of your Journey. (Except as may arise from changes in government taxes and duties). Any other increase will be absorbed by us. So book and pay as early as possible to guarantee your price.

FUEL SURCHARGE

The constant rise of world fuel prices has put enormous pressure on the transport industry with spin off effects across the board in all industries. Up until now, Bill Peach Journeys has absorbed the costs of these increases. Should fuel prices continue to sky rocket, then a further surcharge may need to be implemented. You will be advised in advance if an additional surcharge is to be added.

JOURNEY COSTS

Each Journey presented by Bill Peach Journeys represents a complete "package" and as such, an itemised breakdown of component costs will not be given.

RESPONSIBILITIES OF THE CLIENT OR THEIR AGENT

Any passports, visas, health certificates or other travel documentation required for the Journey must be obtained by you as the client, and you will continue to be responsible to ensure that these are in order and to meet any additional costs incurred (whether by you or by Bill Peach Journeys on your behalf) as a result of failure to comply with such requirements.

Bill Peach Journeys will not be liable to credit or refund any unused services included in the basic journey price or for any lost, mislaid or destroyed travel documents.

CHANGES TO THE ITINERARY

Because of changing operational conditions, Bill Peach Journeys reserves the right to make changes to the itinerary when necessary. Where

possible Bill Peach Journeys will substitute a programme of equivalent interest, or a hotel of similar standard. Given the limited accommodation that is available in some remote destinations Bill Peach Journeys will do its utmost in securing the most suitable facilities, but should these not be available, then the next most suitable arrangement will be made. On the rare occasions that Journeys fail to reach minimum numbers Bill Peach Journeys reserves the right to substitute a suitable mode of transportation to operate this departure or transfer you to another departure with similar inclusions. You will be notified before departure should this occur.

CONDITIONS OF CARRIAGE

Carriage on a Bill Peach Journey is subject to the conditions and limitations as set out below. Notwithstanding any other term or condition herein to the contrary, the liability of Bill Peach Journeys is subject in all respects to the required provisions of the Civil Aviation ("Carrier Liability") Act 1959 as amended, the Trade Practices Act 1974 as amended and any other statutory provision which must lawfully apply.

1. Bill Peach Journeys and/or its associated companies or agents give notice that they act as booking agent only for the persons or companies ("the Principal") providing or offering the means of travel conveyance transport, accommodation or other services and all receipts, tickets, vouchers, coupons or exchange orders are issued subject to the terms and conditions under which transportation and other services are provided. Certain laws imply terms, conditions and warranties ("Terms") into agreements for the provision of services and prohibit the exclusion, restriction or modification of such terms or limit the liability of the supplier of the services for a breach thereof. Subject to Terms Bill Peach Journeys shall not be liable for any injury, damage, loss, accident, delay or irregularity that may be caused to any person or property however caused or arising, during any journey under its management, sponsorship, procurement or otherwise.

2. Bill Peach Journeys applies all reasonable checks to ensure those involved in the preparation and provision of your journey maintain the appropriate standards.

3. The descriptions, information and opinions given in this brochure in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of issue. In exceptional circumstances local factors (weather conditions, technical failures, etc) may limit hotel and other facilities illustrated. Bill Peach Journeys shall not be held responsible for such limitation or withdrawal of facilities.

4. Where Bill Peach Journeys has described hotels as best available or luxurious (for example) these are not necessarily official gradings, but Bill Peach Journeys own assessment, based upon our own impression, general opinion and what is available locally.

5. Except as required by the Trade Practices Act and similar legislation, Bill Peach Journeys makes no representation or warranty and shall not be liable for any dissatisfaction, disappointment, distress or loss of enjoyment with respect to the standard of any accommodation, tour facilities or services or carriage whether by air, land or sea provided or supplied by Bill Peach Journeys or any Principal.

6. Bill Peach Journeys shall not nor shall any principal assisting or collaborating with it be liable for any death or personal injury unless directly resulting from negligence of Bill Peach Journeys or its servants or agents.

7. Bill Peach Journeys acts as an agent only for any Principal and shall not be liable in any way whatsoever for any accident, injury, death, damage, loss, additional expense, delay or liability suffered by you or to any Baggage however occasioned, occurring, arising or caused including but without limiting the generality of the foregoing, acts of God, dangers incident to land or sea, fire, breakdown in machinery or equipment, acts of de jure or de facto

governments or authorities, wars whether declared or undeclared or otherwise, acts of terrorism, hijackings, riots, strikes, insurrections, theft, pillage, medical, custom or other regulations, delays, cancellations or changes in itinerary or schedules, overbooking, improper or insufficient passport, visa or other travel documents or by reason of any act, omission, negligence or otherwise of Bill Peach Journeys or any Principal or any other person on the Journey or any other cause of action whatsoever, in connection directly or indirectly with the supply and provision by Bill Peach Journeys or any Principal for the purposes of the Journey, of accommodation, tour facilities or services or carriage by sea or land you indemnify Bill Peach Journeys against any damages resulting from any legal proceedings or judgement and costs made or commenced or entered as the case may be against Bill Peach Journeys for any accident, injury, death, damage, loss, additional expense, delay or liability to a person other than you occasioned, occurring, arising or caused by any act, omission, negligence or otherwise of you.

8. Bill Peach Journeys does not guarantee the availability of and shall not be liable for the unavailability of any services or carriage whether by air, land or sea provided or supplied by Bill Peach Journeys or any Principal.

9. Bill Peach Journeys and any Principal reserves the right to modify or cancel the provision, departure, arrival or route (as applicable) of any service or carriage whether by air, land or sea or substitute any service or carriage whether by air, land or sea or transfer you to any other service or carriage whether by air, land or sea without notice in our absolute discretion to which these conditions shall remain applicable subject to suitable meteorological and other conditions or any other reasons which shall include, but without limiting the generality of the above, strikes, industrial disputes, loading restrictions, war, acts of God or any event force majeure for the normal and safe provision departure, arrival or route (as applicable) of any such service or carriage whether by air, land or sea respectively and shall not be liable as a result of so doing, but notwithstanding anything above to the contrary we shall use our best endeavours to complete or provide alternative services or carriage whether by air, land or sea respectively.

10. Any carriage by air of yourself and any Baggage by Bill Peach Journeys is subject to the terms and conditions of your travel insurance policy. In the event that you choose not to take travel insurance then Bill Peach Journeys is indemnified by you against and loss or damage as set out in Clause 8.

11. You shall not take into any aircraft or include in your Baggage any explosives, volatile spirits, corrosives, matches any easily ignitable article or any offensive thing likely to cause inconvenience to clients or goods.

12. You shall comply with the instructions of Bill Peach Journeys concerning all matters connected with or consequential to the carriage by air and shall comply with these conditions and the terms of any notice exhibited in the aircraft and shall be responsible for any loss or damage occasioned by nonobservance of any such instructions, conditions or notice.

13. You shall not enter or remain in the aircraft while your status or mental or physical condition is, in the opinion of any servant of the carrier or in the opinion of Bill Peach Journeys such as to render you incapable of caring for yourself or make you objectionable to other clients or involve hazard to yourself, other person or property and the carrier shall not be bound to provide substituted carriage under Clause 9 hereof if you are precluded by reason of this clause from completing your Journey.

14. You shall remain seated during taxiing and when so required by the carrier during the flight.

15. You shall not smoke (except as specifically authorized by the carrier) in or in the vicinity of the aircraft, throw anything from the aircraft, or walk in front of the aircraft or in the vicinity of the aircraft.

16. You shall not, while on board the aircraft, consume any intoxicating beverage unless it has been supplied to you on board the aircraft by servants of the carrier.

17. You are allowed one Bill Peach Journeys suitcase not exceeding 10 kg. The carriage of Baggage in excess of these limitations shall be at the sole discretion of Bill Peach Journeys.

18. You are entitled to take on board the aircraft with you a Bill Peach Journeys cabin bag restricted to a maximum of 3kg.

ARBITRATION

These conditions shall be governed in all respects by the laws of Australia. In the unlikely situation that you have a complaint about any aspects of Bill Peach Journey arrangements, the complaint should be reported immediately to our local representative (where possible), or to the management of the hotel or supplier whose services are involved, in order that we may be given the opportunity to correct the matter during your holiday. Bill Peach Journeys is unable to consider any complaints in respect of Journey arrangements unless full details are received in writing by Bill Peach Journeys

TERMS

Bill Peach Journeys – means Bill Peach Journeys Pty Ltd ABN 11 054 959 152 Lic No 2TA 003 547 and includes all its agent, employees and servants at any time.

Notification Period – specified amount time prior to departure of selected journey in which cancellation will incur a financial penalty

Journey/s – refer to domestic or international – journeys by private aircraft, land, air, rail and cruise.

Purchaser – person/s buying the Bill Peach Journeys programme.

Baggage - means personal effects or other articles, in the possession of the Passenger, or in the possession of another person (being a person accompanying the passenger or a servant or agent of the carrier) on behalf of the Passenger, while the Passenger is participating in a Tour.

You / Your – refers to the passenger/s as undersigned on the booking form in agreement to the booking conditions.

JOURNEYMAKER SOCIETY

Every client who has travelled on at least one Bill Peach journey is eligible for complimentary membership to the Journeymakers Society. Journeymakers will receive rebates on future Bill Peach Journeys' programmes and advance notice on inaugural Journeys.

VISAS AND TRAVEL DOCUMENTS

A passport with at least six month validity (from the return date of your chosen tour) is required. It is the responsibility of the traveller to ensure that all necessary documentation is valid prior to the commencement of the selected journey, and that all visas meet the requirements of each country visited. Bill Peach Journeys can advise visa and entry requirements and costs for Australian residents at time of confirmation of booking and for any visas that are required to be obtained prior to departure, fees and charges may be incurred, as outlined by individual countries. Bill Peach Journeys can assist Australian passport holders in obtaining these visas, however please note that these costs are not included in the tour pricing. For any guests travelling on a passport that is not of Australian nationality, please note that you will need to check with your individual Consulate or Embassy as to what visas are required and obtain these locally.

FILMING AND PHOTOGRAPHY LICENSING

From time to time, your Journey Director and/ or other guests on the journey will provide us with photography, which may include images of any guests travelling. These images may be used in marketing, including brochures, websites, and any other media. If you desire that your image is NOT to be used, please advise your Reservations Consultant and / or Journey Director.