

# BOOKING TERMS & CONDITIONS

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These Booking Conditions set out the terms on which you contract with us for the arrangement and/or delivery of travel arrangements for your trip. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.

“You” and “Your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us”, “our” and Bill Peach Journeys means Bill Peach Group Pty Ltd.

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

It is a condition of your booking that, prior to commencement of your travel arrangements, you agree to complete and declare a COVID-19 Health & Safety Travel Declaration Form as issued by us.

## BOOKINGS & PAYMENTS

You can make your reservation by calling our reservations team on 1800 252 053 (Australia only), (+61) 2 8336 2990, 0800 445 700 (New Zealand only) 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 of which will be outlined in your provisional documents. A booking request is accepted when we issue a written booking confirmation and you have paid your deposit. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours other than a senior manager has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

It is a requirement of your booking that your Journey Reservation Form and COVID-19 Waiver Form is completed and returned to us.

The balance of the price for your travel arrangements must be received by us 90 days before departure. For reservations made within 90 days full payment 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 normal cancellation fees will apply. Please note: some trips may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

## PRICES

Each journey presented by Bill Peach Journeys represents a complete “package” and as such, an itemised breakdown of component costs will not be given. Prices stated are in Australian Dollars (\$AUD) and are current at the time of publication. The most up to date pricing is available on our website.

## 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, which you agree to pay. We will only surcharge an amount that represents additional costs incurred by us.

## SERVICES

We commence providing services to you as soon as we accept your booking. This includes significant work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

## WHAT'S INCLUDED IN YOUR JOURNEY

The following is included in your journey price:

(a) All travel by exclusive transport as outlined in each itinerary; (b) all breakfasts, lunches and dinners for the entire period of the journey; (c) all accommodation and sightseeing as specified; (e) entry fees and portorage, gratuities, transfers and the services of the professional crew together with the local hosts.

## WHAT'S NOT INCLUDED IN YOUR JOURNEY

The following items are not included in the journey price:

(a) items of a personal nature such as telephone calls, drinks, travel insurance, excess baggage, laundry, personal accident and medical expenses, costs associated with passports, visas, vaccinations, emergency evacuation costs; (b) all extra communication charges we incur on your behalf; and (c) international and domestic airfares and airport/hotel transfers unless specifically stated.

## CANCELLATIONS & AMENDMENTS BY YOU

### Cancellations

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 any time prior to the departure of your confirmed Journey the following cancellation fees will apply:

Notification Period	Cancellation Penalty
More than 90 days	Loss of deposit
90 to 61 days	50% of total costs
60 days or less	100% of total costs
Failure to join a tour OR leaving the tour once it has departed	100% of total costs

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.

Cancellation fees are calculated on the day written notification is received by Bill Peach Journeys. By making a reservation you agree that these cancellation charges are reasonable, represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests.

### **Amendments**

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 is deemed to be a cancellation of the original booking.

### **ILLNESS PREVENTING TOUR COMMENCEMENT OR CONTINUATION**

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19):

- ✚ An airline or other common carrier refuses you carriage;
- ✚ A hotel or vessel refuses to accommodate you; or
- ✚ We or our suppliers (acting reasonably) exclude you from the trip

and you are consequently prevented from commencing or continuing your trip, then:

- ✚ If you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
- ✚ If you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

Fourteen days prior to commencement of your tour you will be required to fill in a COVID-19 Health & Safety Travel Declaration. This form must be signed and returned to our Journey Director on the commencement of your tour on day 1.

### **CANCELLATION BY US**

#### **Force Majeure - Prior to travel**

If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other reason beyond our reasonable control (Force Majeure), we will elect to:

- ✚ Reschedule your travel arrangements, in which case we will issue you with a credit equal to the amounts paid; or

- ✚ Cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements, neither of us will have any claim for damages against the other.

However, we will refund payments made by you less unrecoverable third party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.

Any credit issued by us:

- ✚ Has a 2 year expiry date
- ✚ Can be put toward any tour
- ✚ Is not redeemable for cash
- ✚ Is not redeemable against flights or travel insurance

#### **Force Majeure - During travel**

If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will endeavour to assist where possible in making arrangements to repatriate you. You will be responsible for any costs we incur in this respect.

#### **General**

If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

If we cancel your travel arrangements for reasons beyond Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal or better quality if appropriate.

We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

### **AMENDMENTS BY US**

#### **Prior to Travel**

Because of changing operational conditions, Bill Peach Journeys reserves the right to make changes to the itinerary when necessary and you acknowledge our right to do this.

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 Bill Peach 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.

#### **During Travel**

You acknowledge that the itinerary, modes of transport, accommodation and/or the journeys inclusions may need to change during your trip.

This may be due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns.

## **General**

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications.

If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept.

We will not be responsible to you for any expenses or loss you incur in connection with your booking resulting from any amendment or change to the itinerary or its inclusions.

## **UNUSED SERVICES**

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for.

## **DESCRIPTIONS**

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

## **GENERAL TRAVEL CONDITIONS**

### **Hygiene**

As a condition of carriage with Bill Peach Journeys, all passengers are required to sanitise their hands and to wear a face mask whilst on board our aircraft or coaches. Bill Peach Journeys will supply you with a COVID-19 Safe Care Pack prior to arrival on tour.

### **Dietary Requirements**

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers.

It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

### **External Services**

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as an agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

### **Acceptance of Risk**

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers.

You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

## **Documentation**

Approximately 3 weeks prior to the commencement of your travel arrangements, and subject to us having received payment in full, we will issue final documentation. This will include a full itinerary, a contact list for your friends and family, a recommended packing list, a temperature guide and departure details. Should you have made other travel arrangements through us for connecting flights, pre /post tour accommodation etc. The relevant travel documents will be sent to you at this stage. Please note documents cannot be sent without full payment and your Journey Reservation Form and COVID-19 Waiver Form being received by us.

## **Baggage**

Your baggage weight allowance may be restricted on particular journeys. Please refer to the Additional Information Documentation for further details. The carriage of baggage in excess of these limitations shall be at the sole discretion of Bill Peach Journeys.

## **Travel Insurance**

We strongly recommend that you carry comprehensive travel insurance to cover you for the duration of your trip against such things as personal illness or accident, cancellation, loss of baggage, etc. If you choose not to take travel insurance, then Bill Peach Journeys requires this in writing. That is, a declaration stating that this is your preference and an indemnity in favour of Bill Peach Journeys for any expenses or liability incurred by us in this respect. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

## **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 travel by 4WD vehicles, boarding boats or small launches. This should not be a problem to anyone who can manage everyday walking and climbing stairs without difficulty. Please consult us prior to making a reservation 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 a reservation from any person if their health, mental condition, physical infirmity or general deperiment may impede the operation of the journey or the rights or welfare or enjoyment of other clients. We reserve the right to request a client be accompanied by a companion should age or infirmity hinder his/her ability to travel on the programme without assistance. Failure to notify Bill Peach Journeys of any relevant medical conditions prior to departure may result in refusal of carriage on the day or during the journey. Full cancellation conditions would then apply. To establish if a tour is suitable to your fitness level please refer to our Medical Information section on our Journey Reservation Form.

## **Visas, Travel Documents & Vaccinations**

A passport with at least six months 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 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. 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.

It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

#### **Journeysmaker Discounts**

Journeysmaker discounts cannot be used in conjunction with a free single supplement offer, cannot be used on Luxury Short Breaks and are only able to be used for journeys greater than 9 days in duration.

#### **RESPONSIBILITY**

##### **Services supplied by independent suppliers**

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

##### **Services we directly supply**

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

##### **General liability limitation**

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

#### **FILMING & PHOTOGRAPHY LICENSING**

From time to time, your Journey Director 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 or Journey Director at the commencement of your journey.

#### **COMPLAINTS**

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems immediately.

We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your travel arrangements.

#### **GENERAL**

The contract between Bill Peach Group Pty Ltd trading as Bill Peach Journeys and you is governed by the laws of the State of New South Wales. Any disputes shall be dealt with by a court with the appropriate jurisdiction in New South Wales.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published at [www.billpeachjourneys.com.au](http://www.billpeachjourneys.com.au)

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