TERMS AND CONDITIONS – Group Tours

Please take the time to read and understand the Terms and Conditions, prior to booking a tour with us.

© 2024 **Authentic Global Travel Pty Ltd** t/as **Red Door Tours**
ABN: 23 624 982 510

1. TERMS

All bookings and engagements for travel services and tours are made with Authentic Global Travel Pty Ltd trading as Red Door Tours (ABN. 23 624 982 510) ("we" / "us"), whether for yourself or on behalf of others ("you" / "your" / "traveller(s)").

By making a booking with us, it becomes a legally binding agreement on the basis that it has been accepted by us, and you are deemed to be in acceptance of the Terms and Conditions outlined herein (which constitutes the entire agreement). The services to be provided are those referred to within your booking confirmation. You are responsible for reading our Terms and Conditions prior to making payment for your booking.

2. VALIDITY

Dates and itineraries are valid until 31 March 2029. Beyond 31 March 2029, dates and itineraries are indicative only.

We reserve the right to update and / or amend these Terms and Conditions at any time.

3. DEPOSIT

You are required to pay a deposit per person per tour, in order for your booking to be secured.

If a booking is made within 95 days of the planned departure date, full payment is required at the time of booking.

4. BOOKING CONFIRMATION AND FINAL PAYMENT

Once your booking has been accepted, we will issue you with a confirmation email. A separate invoice will be issued to you in relation to the final payment. The final balance for your booking is due 95 days prior to the planned departure date. Should this balance not be received on or before the due date, we reserve the right to treat your booking as cancelled and all payments already made will be forfeited by you to us. Subject to these Terms and Conditions, once the final payment is received, there are penalties for cancellation.

5. PRICES AND SURCHARGES

Tour prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. Tour prices may vary at any time in accordance with demand, market conditions and availability.

Prices may vary depending on which currency the booking is made in. We reserve the right to impose surcharges up to 45 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if Government action should require us to do so. In such instances, we will be responsible for the amount (up to 2% of the tour price), and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the tour price, you may cancel the booking by notifying us in writing, within 14 days of notification of the surcharge, and obtain a full refund.

All prices quoted by us are in Australian Dollars, unless otherwise stated. Any additional fees associated with currency exchange and currency fluctuation will be your responsibility.

From time to time, we may receive fees, commissions, gifts, or financial incentives from suppliers and other third parties in relation to your travel arrangements.

Obtaining fully comprehensive travel insurance, which is mandatory, remains the sole responsibility of each traveller. It is your responsibility to ensure that the policy provides coverage for such instances, but not limited to, personal accident, death, medical expenses, repatriation, emergency evacuation, personal liability, loss of luggage, personal effects, flight cancellations etc. We are not responsible, for any costs associated with a traveller missing the start of a tour. If you miss a connecting flight, or are otherwise delayed, any additional costs incurred by you, in addition to any inclusions in your tour which are missed, are to be borne solely by you. We encourage you to speak with your travel insurance company about this risk.

6. YOUR DETAILS

In order to confirm your travel arrangements, you must provide all requested details. They include but are not limited to: full name as per your passport, date of birth, nationality, passport number, passport issue and expiry date, any pre-existing medical conditions such as mobility issues, visual and / or hearing impairments, allergies, dietary requirements, or food intolerances.

We will aim to accommodate any special needs; however, this cannot always be guaranteed.

7. CANCELLATION BY THE TRAVELLER

Any changes and / or cancellations must be advised in writing. If you change and / or cancel some or all of your booking:

a. *Your deposit is nonrefundable.*

b. *60 to 94 days prior to commencement of your trip: cancellation fee 75% of tour price*

c. *Less than 60 days prior to your tour, we will retain 100% paid by you in connection with the booking.*

You acknowledge that the retention by us of all or part payment is a fair remuneration for, and commensurate with the work conducted by us in arranging your travel arrangements at that point in time. You also acknowledge that funds are sent to secure your accommodation and services in the country of travel.

Note: the cancellation policy can vary from tour to tour, including higher charges and additional services. Any tour-specific policy overrides these Terms and Conditions.

You are strongly advised that your mandatory and fully comprehensive travel insurance policy provides adequate cover in the event of a tour cancellation. If you leave a tour for any reason after it has commenced (including but not limited to a cancellation as a result of COVID-19, a pandemic or a force majeure event), there will be no refund. If you fail to join a tour, join it after departure, or leave it prior to its completion, there will be no refund. The above cancellation fees are in addition to fees which may be imposed by accommodation providers, travel agents or third-party tour and transport operator fees.

Whilst we will do all that is possible to assist you, you are responsible for any additional costs incurred, and / or making arrangements other than those we originally stated we would provide.

> *"For the abundance of clarity, if we incur any costs on your behalf, we are entitled to pass those on to you, or retain any amounts pre-paid by you, to apply to such third-party costs, in addition to our own cancellation fees described in further above."*

Please consider implications from cancellations by virtue of Government mandates relating to pandemics when making enquiries regarding your travel insurance. You may need to cancel your bookings because you are prohibited from travel, and refunds may not be available to you. This clause shall apply whether you elect to cancel your tour, or you are required to cancel your tour by Government mandate (subject to any regulatory provisions to the contrary which may be imposed at the time).

There will be no refunds for any part of the tour not used, including (but not limited to) meals, activities, or any other services.

8. CANCELLATION BY US

Tour cancellations made by us at any time, including during a tour, will only happen due to circumstances out of our control, such as political instability, strikes, accidents, pandemics, or outbreaks of infectious diseases, acts of war or terrorism, civil or military disturbances, natural disasters, force majeure (Acts of God), or other such circumstances where it is not viable for us to operate the planned itinerary. In circumstances where the cancellation is due to external events outside of our reasonable control, refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance or non-refundable flights.

9. BOOKING AMENDMENTS

Any changes and / or cancellations must be advised by you in writing, in order for it to be assessed and actioned.

10. INCLUSIONS

The expenses summary of the tour listed in your itinerary includes:

a. *accommodation;*
b. *transport;*
c. *sightseeing and meals;*
d. *the services of a group leader as described in the itinerary.*

Tips are included in the expense's summary; however, you are entitled to give additional tips at your discretion.

11. EXCLUSIONS

The price of your tour does not include international or internal flights unless specified, airport transfers (unless stated), excess baggage charges, meals other than those specified in the itinerary, visa and passport fees, travel insurance, optional activities, and all personal expenses such as alcohol, laundry, and shopping.

12. AGE AND HEALTH REQUIREMENTS

Minimum Age:

A minimum age of 18 years applies to travellers on most tours. Please enquire at the time of booking.

We have no upper age limit, although we remind you that our tours can be physically demanding, and passengers must ensure that they are suitably fit to allow full participation. At a minimum, travellers *must* be able to walk up several flights of stairs unaided.

Medical:

In travelling with us, you warrant that you are medically fit to do so, having considered the rigors of the tour you are to undertake.

You should ensure you have all required documents before booking, and regularly monitor the latest health requirements and recommendations of your destination.

We can provide details on mandatory health requirements; however, we are not medical experts. You are ultimately responsible for obtaining all proper and detailed medical and inoculation advice, and travel-related documentation required by state, federal or international authorities that allow entry or exit into their state, territory, return to your country of residence, or overseas travel from your country of residence to another country.

Certain state, federal or international authorities require travellers be vaccinated against specific infection (including, but not limited to COVID-19) and / or diseases, as well as evolving responsibilities around PCR testing and isolation requirements.

Travellers accept that medical services and / or administrative facilities may not be readily available or accessible during some or all of the time during the tour, however, should there be the need, we endeavour to assist to the best of our ability.

Our group leader will carry a basic first aid kit, and travellers are advised to bring their own personal medications.

13. GROUP SIZE

Our tours are guaranteed to depart once they have eight fully paid travellers, unless a minimum group size specifically states otherwise.

14. PASSPORT AND VISAS

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your tour. Your passport must be valid for six (6) months beyond the duration of the tour. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your tour. Please refer to the itinerary or relevant Government website for details. We are not responsible if you are refused entry to a country due to an incorrect passport, visa, or other insufficient travel documentation.

15. TRAVEL INSURANCE

Fully comprehensive travel insurance is mandatory for all our travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, injury, death, medical expenses, medical emergencies, and repatriation with a recommended minimum coverage of $100,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. Whilst it is difficult, we recommend you make enquiries about pandemics and the effect of the same on your insurance policy.

You must provide proof of your travel insurance at the time of making the final payment, and you will not be able to join the tour without it.

16. CHANGE OF ITINERARY AND FLEXIBILITY

While we endeavour to operate all tours as described we reserve the right to change the itinerary. We will endeavor to find a suitable substitute to the best of our ability within the given timeframe and conditions at hand. No refund or compensation to the traveller will be provided. If we make a major change, we will inform you as soon as reasonably possible.

We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by you. **Note:** we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations, accommodation, or non-refundable flights.

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility, and you should allow for alternate event, activity, or arrangement. The itinerary provided for each tour is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities, and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

17. AUTHORITY ON TOUR

Our tours are run by a group leader. The decision of the group leader is final on all matters that are likely to affect the safety or well-being of any traveller or staff member participating in the tour. If you fail to comply with a decision made by a group leader or interfere with the well-being or mobility of the group, the group leader may direct you to leave the tour immediately, with no right of refund. We are not liable for any costs and / or expenses incurred by the traveller resulting from exclusion from the tour. We may also elect not to carry you on any future tours booked.

If the group leader or tour escort is unable to accompany the tour, we will arrange a suitable alternative person. You must always comply with the laws, customs, foreign exchange, and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines. Smoking is not permitted within the vicinity of the tour group.

18. ACCEPTANCE OF RISK

You acknowledge that the nature of the tour is adventurous, and participation involves a degree of personal risk. You will be visiting places where the political, cultural, and geographical attributes may present dangers, and challenges greater than those that are present in your daily live. We monitor and utilise information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate.

Similarly, there remains a risk associated with pandemic related illnesses. It is your responsibility to acquaint yourself with all relevant travel information and guidelines regarding the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information, and you accept that you are aware of the personal risks associated with such travel. We strongly recommend that you familiarise yourself with current travel advise from smarttraveller.gov.au or a similar advisory body prior to travel.

You acknowledge and agree to adhere to the luggage restrictions outlined within the tour communication.

19. LIMITATION OF LIABILITY

We contract with a network of companies, government agencies and individuals to assist in the running of our tours as agent for these third parties. We are not responsible for the acts and omissions of these third parties:

To the fullest extent permitted by law:

a. *any liability for any loss, death, injury, or damage which you may suffer (directly or indirectly) in connection with, or arising out of, your participation in a tour or any breach of these Terms and Conditions, is excluded;*

b. *you release us and our officers, employees, agents, and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a tour; and*

c. *any condition or warranty which would otherwise be implied by law into these Terms and Conditions (implied warranty), is excluded.*

To the extent an implied warranty cannot be excluded, our liability in respect of the implied warranty is limited to (in our absolute discretion):

- ***i.*** *the provision of a similar tour to an equivalent value; or*
- ***ii.*** *a refund of the total amount received by us from you in connection with your booking.*

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive, or exemplary damages.

20. OPTIONAL ACTIVITIES

Optional activities not included in the tour price do not form part of the tour or this agreement. You accept that any assistance provided by your group leader or local representative in arranging optional activities, does not render us liable in any way. The contract for the provision of the activity will be between you and the activity provider.

21. COMPLIMENTS, CLAIMS AND COMPLAINTS

We are committed to being responsive to the needs and concerns of our travellers, and to resolve any possible complaint as quickly as possible. We hope not to have any claims or complaints about your tour, but should you feel that something did not meet your expectations please inform your group leader or our local representative at the time, in order to attempt to rectify the matter.

22. SEVERABILITY

In the event that any Term or Condition contained in this agreement is unenforceable or void by operation of law, or as being against public policy, or for any other reason than such Term or Condition shall be deemed to be severed from this agreement with us amending it accordingly, only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

Our agreement made under these Terms and Conditions and any contract to which they apply, are governed in all respects by Australian law and they shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

Any claim or matter arising under, or in connection with, such agreement will be in respect to Australian law and be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

23. PHOTOS AND MARKETING

You consent to us using images of you taken during the tour for advertising and promotional purposes, in any medium. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

You further release and indemnify us from any loss, damage, costs, expense, or claim arising out of the use of images of you including action for defamation, libelous material, breach of privacy and / or copyright.

24. PRIVACY POLICY

Any personal information that we collect about you may be used for a purpose associated with the operation of a tour, or to send you special offers or marketing material in relation to our events. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the tour. We will otherwise treat your details in accordance with the privacy laws of Australia unless other laws apply. Please consider our privacy policy which is available on our website at www.reddoortours.com.au