

# TERMS AND CONDITIONS

Please take the time to read and understand the conditions of booking set out below prior to booking a tour with us.

## 1. OUR CONTRACT

All bookings are made with Red Door Tours Trading as Authentic Global Travel Pty Ltd (ABN 23624982510) (“we/us”). By booking a tour with us you are deemed to have agreed to these booking conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

## 2. VALIDITY

Dates and itineraries are valid until 10 May 2021. Beyond 10 May 2021 dates and itineraries are indicative only.

## 3. DEPOSIT REQUIREMENT

You are required to pay a non-refundable deposit per person per tour for your booking to be confirmed. If your booking is made within 90 days of the departure date then the full amount is payable at the time of booking.

## 4. ACCEPTANCE OF BOOKING AND FINAL PAYMENTS

If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 30 days of departure the contract will exist when we accept your payment. A separate invoice will be issued regarding final payment. Payment of the balance of the tour price is due 90 days before the departure date. If this balance is not paid 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.

## 5. PRICES & SURCHARGES

Our tour prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our tour prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same tour have been charged different prices. Your best option if you like the price you see is to book at that time. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper

price, full cancellation conditions apply. The most up to date pricing is available on our website. Prices are based on currency exchange rates as of June in the year of booking your trip note that prices may vary depending on which currency the booking is made. We reserve the right to impose surcharges up to 56 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 any 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 trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. Air Passenger Duty is included in the price of any air inclusive trip. Please note that a surcharge may be applied to all purchases made by credit card. All prices quoted by us are in Australian Dollars, unless expressly provided otherwise. Any additional fees associated with currency exchange and currency fluctuation are to be your responsibility. From time to time we receive commission or similar such payments from suppliers and other parties for the products sold.

## 6. YOUR DETAIL

For us to confirm your travel arrangements you must provide all requested details with the balance of the tour price. Necessary details vary by tour; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, and any pre-existing medical conditions and food intolerances you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a self-assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your tour.

## 7. CANCELLATION BY THE TRAVELLER

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a tour:

*i. 90 days or more prior to departure, we will retain the deposit;*

- ii. between 60 and 90 days prior to departure, we will retain the deposit or 70% of the total booking cost; whichever is greater, and*
- iii. 60 days or less prior to departure, we will retain 100% paid by you in connection with the booking.*

Note that different cancellation conditions including higher charges apply to some styles of tours and additional services. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a tour for any reason after it has commenced, we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third-party tour and transport operator fees. *“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 prepaid by you to apply to such third-party costs, in addition to our own cancellation fees described in further above.”*

## **8. CANCELLATION BY US**

We may cancel a tour at any time up to 65 days before departure, subject to clause 14. We may cancel a tour at any time, including during a tour, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a full refund. In circumstances where the cancellation is due to external events outside 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**

If you wish to transfer from one tour to another or transfer your booking to a third party, you must notify us at least 90 days prior to the proposed departure date. A fee of \$200.00 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 90 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your tour will incur a \$130.00 administration fee per booking per change. This fee is in

addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 28 days of departure.

## **10. INCLUSIONS**

The land price of your tour includes:

- i. all accommodation as listed in the itinerary*
- ii. all transport listed in the itinerary*
- iii. sightseeing and meals as listed in the itinerary*
- iv. the services of a group leader as described in the itinerary*

## **11. EXCLUSIONS**

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

## **12. OVERSEAS KITTY**

On some tours you are required to contribute to a kitty. The kitty is a compulsory on-ground payment put into a central fund and overseen by the travellers and us. It helps fund accommodation, meals and activities.

## **13. AGE & HEALTH REQUIREMENTS**

### **Minimum Age:**

For the majority of our tours the minimum age is 15 years at the time of travel. All travelers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18's day to day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.

Please note we cannot guarantee triple or adjoining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

### **Variations:**

A minimum age of 18 applies to many overseas adventures. Please check with us at the time of enquiry.

### **Maximum Age:**

For most of our trips we have no upper age limit though we remind you that our tours can be physically demanding, and passengers must ensure that they are suitably fit to allow full participation.

## **Medical:**

We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination. In travelling with us, you warrant that you are medically fit to do so, having considered the rigors of the tour you are to take.

## **14. SMALL GROUPS & COMBINATION TRIPS**

Our tours are guaranteed to depart once they have four fully paid travellers unless minimum group size specifically states otherwise. This means at times we can have groups with small numbers of travellers. Some of our tours are designed to fit with other tours to create a longer “combination” trip; this means that some of your group may have already been travelling together for some weeks when you commence your tour. If you would like to know how many people are booked on your tour or any combination trip it is part of please ask prior to making your booking.

## **15. 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 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 because you lack the correct passport, visa or other travel documentation.

## **16. TRAVEL INSURANCE**

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, death, medical expenses and emergency 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. You must provide proof of your travel insurance at the time of making the final payment; you will not be able to join the tour without it. If you obtain travel insurance through us you acknowledge that you are satisfied with the level of insurance we have arranged.

## **17. FLEXIBILITY**

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. 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.

## **18. CHANGE OF ITINERARY**

While we endeavour to operate all tours as described we reserve the right to change the itinerary. Please refer to our website before departure for the most recent updates to your Itinerary.

### **Before departure:**

If we make a major change, we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

### **After departure:**

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. Please 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.

## **19. AUTHORITY ON TOUR**

Our tours are run by a group leader. The decision of the group leader is final on all matters 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 at all times 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.

## 20. 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 present dangers, challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information and 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 attendant upon such travel.

## 21. 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:

- i. 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 the Booking Conditions, is excluded;*
- ii. 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*
- iii. any condition or warranty which would otherwise be implied by law into these Booking 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.

## 22. OPTIONAL ACTIVITIES

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

## 23. CLAIMS AND COMPLAINTS

If you have a complaint about your tour, please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

## 24. SEVERABILITY

In the event that any term or condition contained in these booking conditions 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 contractor amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## 25. PHOTOS AND MARKETING

You consent to us using images of you taken during the tour for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty free, worldwide, irrevocable licence 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, libellous material, breach of privacy and/or copyright.

## 26. PRIVACY POLICY

Any personal information that we collect about you may be used for any purpose associated with the operation of a tour or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip. 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](http://www.reddoortours.com.au)