

## **Booking Terms and Conditions**

### **Applicable to all bookings made on or after 30 June 2020**

#### **Key points:**

You enter into a booking with us when we issue our Booking Confirmation. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your holiday but there are legal limits.

Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

Please read the full terms below for more information and for other important rights and obligations.

#### **1. Acceptance**

This website ("Site") is operated by Exodus Travels Australia Pty Ltd ABN 61 141 421 525 Australia Pty Ltd, PO Box 2645, Cheltenham, Victoria, Australia, 3192 ("we", "us", the "Company" or "our"). It is available at: [www.exodustravels.com/au](http://www.exodustravels.com/au) and may be available through other addresses or channels. Your booking is with us.

By accessing and/or using the Site you:

1. warrant to us that you have reviewed these Terms and Conditions, including our Website Terms of Use (available on the Site) and our Privacy Policy (available on the Site) ("Terms");
2. warrant to us that you have the legal capacity to enter into a legally binding agreement with us Optional; and
3. agree to use the Site in accordance with the Terms.

#### **2. Your holiday booking**

A booking will be made as soon as we issue our booking confirmation (the "Booking Confirmation"). This booking is made on the terms of these Terms. The person making the booking (the "lead name") must be 18 years old or over and when you make a booking you warrant that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements.

Whether you book alone or as a group, we will only deal with the lead name specified in the Booking Confirmation, which maybe you, ("Lead Name") in all subsequent correspondence, including changes, amendments and cancellations. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

When you receive the Booking Confirmation and your travel documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Booking Confirmation, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Booking Confirmation or, if your departure is within 7 days, no later than 24 hours before you go. Travel documents will be sent or emailed to you (to the address given to us by the Lead Name at the time of booking) approximately 2-3 weeks before your departure, and will not be issued unless payment of the due balance has been received.

We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.). In these instances we may issue a provisional Booking Confirmation noting that is subject to us subsequently sending you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Booking Confirmation is not correct tell us or your travel agent immediately.

For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described in the trip notes applicable to your relevant tour (the "Trip Notes"). By booking an Exodus tour you acknowledge that this is an active holiday which may test your physical ability and may consist of strenuous and demanding activities. You are therefore solely responsible for ensuring you are aware of the nature of the associated activities and physical requirements before you book. By confirming your booking, you acknowledge that you have the appropriate levels of ability, fitness and good health to safely participate in the tour. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact us by email at [customeroperations@exodustravels.com](mailto:customeroperations@exodustravels.com) to discuss any such requirements. We have no liability in the event that you or your fellow travellers are unable to undertake or complete certain activities whilst on an Exodus tour.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information between 6 months and 24 hours before departure.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an

incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking, we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.

When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recalculated based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.

No unaccompanied minors (those under 18 years of age) can be accepted however (a) minors aged between 3 -17 years may accompany their parents on tours designated as family adventures and (b) older teenagers may be allowed to join group tours provided they are accompanied by a parent or guardian who accepts full responsibility for them. (c) minors aged between 10 and 17 may accompany their parents on certain tours designated as Polar holidays.

Dates and itineraries shown for tours departing in the following calendar year are indicative only and subject to change.

In some cases, Exodus may require particular clients to purchase a single supplement in order to travel. If this applies, you will be advised of this during the booking process.

### **3. Paying for Your Holiday and Insurance**

When you make your booking, you must pay a deposit of at least 15% per person of your selected travel arrangements (minimum AU\$400 or NZ\$400 per person or equivalent). For Polar holidays the required deposit is the greater of 20% per person of your selected travel arrangements or AU\$2000 or NZ\$2200, as applicable, per person or equivalent). For Tailormade or Private Group Bookings the deposit amount will be confirmed on the initial quotation document sent prior to booking. The balance of the price of your travel arrangements must be paid at least 70 days (133 days for Polar holidays) before your departure date. In certain cases, we may request full payment more than 70 days before departure where, for example, airlines require full payment on booking. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

You may be required to pay for any non-transferable and non-refundable items such as national park entrance fees and permits, and in some cases for accommodation and services at peak times of travel or where accommodation and spaces are limited. You will be advised of all such charges due at the time of booking and before your Booking confirmation. You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets or entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.

Please note that we do not accept payment by Amex.

Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers and it is a condition of us accepting your booking that you agree you will have obtained adequate and valid travel insurance prior to travel under the booking. We recommend you take out insurance as soon as you receive your booking Confirmation. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and events beyond your reasonable control. You are required to carry proof of insurance with you when you travel.

When making your own insurance arrangements you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your tour. Exodus will not be liable or responsible for costs you may incur as a result of not having valid or adequate travel insurance. It is the responsibility of all our clients to declare any material facts including known medical conditions to their insurers, as failure to do so may result in a claim being reduced or declined.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as you have received your Booking Confirmation. If you make such arrangements which you are then unable to use due to a change in your itinerary, we shall not be liable to you for the cost of those arrangements.

#### 4. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time provided a written notification from the Lead Name or your travel agent has been received at [sales@exodustravels.com](mailto:sales@exodustravels.com). Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exceptions below):

Period before departure in which you notify us	Cancellation charge
More than 42 days	<p>No cancellation fee</p> <p>Deposit can be transferred to a new booking departing within 2 years of date of travel of original booking. Any remaining balance will be refunded</p> <p>This excludes all non-refundable costs as set out in clause 4 above (for example international and domestic flights and local services).</p>
Between 41 and 21 days (inclusive)	<p>No cancellation fee</p> <p>Balance and deposit can be transferred to a new booking departing within 2 years of date of travel of original booking</p> <p>This excludes all non-refundable costs as further explained in clause 4 above (for example international and domestic flights and local services).</p>
Between 20 and 15 days (inclusive)	80% of the holiday cost
14 days or less (or failure to join the holiday) (inclusive)	100% of the holiday cost

Certain trips may involve different cancellation charges. You will be advised if this is applicable to your holiday during the booking process.

For Polar holidays, the following cancellation charges will be made:

<b>For Polar holidays: Period before departure in which you notify us</b>	<b>Cancellation charge</b>
More than 133 days	Deposit only
133 days or less (or failure to join the holiday) (inclusive)	100% of the holiday cost

Notes (i) Your deposit is non-refundable and is transferable only (subject to the above cancellation tables); (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) as stated, certain travel arrangements are non-refundable and are subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances not caused by you or anyone in your travel party. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the UK Foreign & Commonwealth Office.

For the purposes of these terms and conditions “unavoidable and extraordinary circumstances” include but are not limited to: war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), epidemic, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened), Foreign Office advising against travel to a particular destination and significant building work taking place outside of your accommodation (such as resort development) and circumstances beyond our reasonable control.

## **5. If You Change Your Booking**

If, after our Booking Confirmation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the Lead Name or your travel agent. You will be required to pay an administration charge of AU\$80 or NZ\$88, as applicable, and any further cost we incur in making this alteration (including those charged by third party suppliers who provide the component parts of your booking). You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a Booking Confirmation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to the booking, by giving us notice in writing at least 7 days before departure provided that the new Lead Name accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

## **6. If We Cancel Your Booking**

We reserve the right to cancel your booking. We will not cancel less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances (as defined in clause 4), or failure by you to pay the deposit and/or final balance, or because the minimum number or persons required for the package to go ahead has not been reached. The minimum number required will be provided to you in the Trip Notes. If the minimum number had been reached but we experience late cancellations by other clients which means that the minimum number is no longer met, we reserve the right to cancel a tour 20 days before the start of the package.

If your holiday is cancelled by us, you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 4). Where notified before the balance date, no compensation will be paid. Where notified between the balance due date and 14 days before departure date (inclusive), AU\$40 or NZ\$44 will be paid to you by Exodus. Where notified between 13 days and the date of departure (inclusive), AU\$61 or NZ\$66 will be paid to you by Exodus. Any children not paying the full adult fare will receive 50% of these amounts. This does not preclude you claiming more if you are legally entitled to do so.

## **7. If We Change Your Booking**

### **(a) Changes to the price**

We can change your holiday price after you've booked, only in certain circumstances, including but not limited to changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates. However, there will be no change within 30 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% or less of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:

1. You must do so within the time period shown on your final invoice
2. We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred.

Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protections in place.

(b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include change of accommodation to another of the same or higher standard, changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly because if you do not respond to us within the timescale given your booking may be cancelled by us.

If you choose to accept a refund we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances as defined in clause 5. Where notified before the balance date, no compensation will be paid. Where notified between the balance due date and 14 days before departure date (inclusive), AU\$40 or NZ\$44 will be paid to you by Exodus. Where notified between 13 days and the date of departure (inclusive), AU\$61 or NZ\$66 will be paid to you by Exodus. Any children not paying the full adult fare will receive 50% of these amounts. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

## **8. Our Liability to You**

To the extent permitted by law, neither us nor any of our related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage.

Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies expressly set out in these Terms and those required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

We will not be liable to you for any indirect, special or consequential loss or loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business,



loss of goodwill, loss of opportunity, loss of savings (including anticipated savings or whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes, we will inform you as soon as possible and no later than at check-in for your flight.

## **9. Adventure Travel Warning**

We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each holiday must therefore be taken as an indication of what each group should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

If you are joining a guided holiday locally our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point, we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours, we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your holiday, although you may, at your discretion, remain at the local joining point for the arrival of the group. If you are travelling on a Land Only basis or on a Self-Guided holiday, Exodus' responsibility commences with the start of the first service listed on your Confirmation Booking invoice.

Please be assured that our service providers will always do the utmost to ensure your safety and well-being when on tour. On certain tours our local service providers will on day 1 of the tour ask you to sign an 'Acceptance of Risk' form prior to accepting your participation on the tour. Where this is the case details are outlined in the Trip Notes and you may request a copy of the applicable form by contacting us.

You can ask for copies of the travel service contractual terms, or the international conventions, from our office: Exodus Travels PTY LTD, PO Box 2645, Cheltenham, Victoria, Australia, 3192.

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in Australia or New Zealand. We accept no liability for the safety, hygiene and quality of suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.



Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday for which liability rests with the excursion provider and not us.

## **10. Complaints and Assistance**

If you have a complaint about any of the services included in your holiday and/or need assistance whilst away, you must inform our local office or your Tour Leader and email our Customer Services team using [CustomerServices@exodus.co.uk](mailto:CustomerServices@exodus.co.uk) without undue delay who will endeavour to put things right. You can also contact our centralised out of hours service on +44 (0)844 326 7041

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Department at [customeroperations@exodustravels.com](mailto:customeroperations@exodustravels.com) or by writing to Exodus Travels Australia, PO Box 2645, Cheltenham, Victoria, Australia, 3192 giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

## **11. Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

## **12. Passport, Visa, Health, Travel and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays will operate, we use information from our local offices in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit the government websites at [www.gov.uk/travelaware](http://www.gov.uk/travelaware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country.

Laws and customs of the country/ies you visit can be very different to those in Australia and New Zealand. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in

Australia and New Zealand. It is your responsibility to familiarise yourself with, and respect local laws and customs, and you are strongly advised to check with the appropriate embassy, consulate or the Department Of Foreign Affairs &

Trade <https://dfat.gov.au/> or <https://smartraveller.gov.au/> or <https://www.safetravel.govt.nz/> in New Zealand for further information regarding local laws and customs of the country/ies you plan to visit.

### **13. Conduct**

We reserve the right to refuse to accept you as a customer in our sole discretion or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in Australia or New Zealand, or resort in any risk or danger, on the telephone, in writing or in person.

On an active group holiday it is necessary that you abide by the authority of the leader, who represents the Company. If you commit any illegal act when on the holiday or if in our reasonable opinion or the reasonable opinion of the leader or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience, impacts on others clients' enjoyment of the holiday or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

By confirming your booking, you accept that the Company's tour leaders have the authority to prevent you from participating in any part of a tour should they have concerns about (a) your ability to safely partake in an activity or (b) your physical ability to complete an activity in the required timescale. In the event the leader deems such a decision is necessary, we will reasonably endeavour to make alternative arrangements, but we will not be liable to provide any refunds for missed activities and you may be liable for additional costs incurred.

If or any of our resort staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from a ship or aircraft, or remove you from your accommodation or excursion.

If you are disruptive and prevented from boarding your outbound flight in Australia or New Zealand, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 5). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of your behaviour during any stage of your holiday including on an aircraft, transfer, in any accommodation, cruise or excursion, you indemnify us and must pay us on demand any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

For the purposes of this section reference to “you” or “your” includes any other person in your party.

#### **14. Privacy**

We collect personal information about you in order to enable you to access and use the Site, provide services to you, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.

We may disclose that information to third party service providers who help us deliver our services (including information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law. If you do not provide this information we may not be able to provide our products to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.

Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.

By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy.

#### **15. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### **16. Trip Notes**

If we issue detailed Trip Notes for your booking, these Trip Notes and all the information contained therein will be deemed to be part of the contract. Trip Notes are available from our website or by post from Exodus Travels Australia, PO Box 2645, Cheltenham, Victoria, Australia, 3192, and contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the brochure or website and the Trip Notes, the information in the Trip Notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

#### **17. Law and jurisdiction**

These Terms are governed by the laws of Victoria, Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria, Australia, and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with these laws in the place you access the Site.

#### **18. Disputes**

Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party

to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).

#### **19. Notices**

Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when a booking is made. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

#### **20. Waiver**

Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.

#### **21. Relationship of parties**

These Terms are not intended to create a partnership, joint venture or agency relationship between the parties.

#### **22. Severance**

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.

#### **23. Assignment**

You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.

#### **24. Entire agreement**

The Terms contain the entire understanding and agreement between you and us in respect of their subject matter.

#### **25. Amendment**

We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to making a booking or placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you made your booking or placed your order as applicable.