

## CONDITIONS OF BOOKING

Please read all these booking conditions carefully and ensure all tour participants are provided with a copy

### Responsibility

Gullivers Sport Travel Pty Ltd ACN001 439 685 trading as Gullivers Sport, Music and Education Travel (which expression shall for the purpose of these conditions include subsidiaries, affiliates or associates and hereinafter shall be called "Gullivers") acts only as an agent for and sell various travel related products as agent on behalf of, the hotels, airlines, bus or car companies, railroads, steamship lines, or owners or contractors providing accommodation, transportation or other services (third party supplier), and all coupons, exchange orders, receipts, contacts and tickets issued by Gullivers are issued subject to any and all tariffs, terms and conditions under which any accommodation, transportation or any other services whatsoever are provided by such third party supplier. Gullivers shall not be liable or responsible for death of or injury to any person or loss of or damage to any property or otherwise (including baggage), loss of deposit, or damage (including monetary loss) of any kind resulting from cancellation, or termination whether due to its servants agents or employees negligence or otherwise arising out of or in connection with any booking of accommodation, transportation or other services, or resulting directly or indirectly from acts of God, dangers incident to the sea, hijack, fire, breakdown in machinery or equipment, acts of governments or other authorities, de jure or de facto, wars, whether declared or not, hostilities, civil disturbances, strikes, riots, terrorist activity and its consequences, thefts, pilferage, plague, epidemics, pandemic, infectious disease outbreak or any other public health crisis (including quarantines or other travel or employee restrictions, natural or other disaster (such as volcanic ash or hurricanes or similar events), nuclear incident, fire or bushfires, adverse weather conditions (actual or threatened, including snow and fog), closed or congested airports or ports or other modes of transport, unavoidable technical problems with transport, unforeseen alterations to transport schedules, transportation disruptions or cancellations, domestic and/or international travel restrictions, changes to travel advisories and restrictions, changes to health advisories and quarantines, changes to immigration, labour and free-movement laws resulting from BREXIT, rescheduling of aircraft or boats or other modes of transport, changes to applicable laws and/or other government mandates (including evacuation orders and border closures), and similar events), medical or customs regulations delays or cancellations of or changes in itinerary or schedules or overbookings or defaults, or from any causes beyond Gulliver's control or through the acts of default of the hotels, airlines, bus or car companies, railroads, steamship lines or owners or contractors providing accommodation, transportation or other services or for any loss or damage resulting from improper or insufficient passports, visas or other documents and that neither Gullivers nor its servants agents or employees shall be or become liable or responsible for any additional expenses or liability sustained or incurred by the tour members as a result of any of the foregoing causes. All prices quoted are subject to change without notice having regards to unforeseen circumstances, foreign exchange fluctuations and variations in airline operating costs including but not limited to say an escalation of fuel prices. Unused services cannot be refunded or exchanged. Gullivers reserves the right to cancel the tour and/or modify the itineraries in any way it thinks desirable and further reserves the right to decline to accept any person or any tour and may substitute hotels where necessary. The issuance and acceptance or receipts, tickets, vouchers, coupons, or travel orders shall be deemed consent to the above.

**Tour Prices:** Tour prices are based on costs in effect at the time the latest proposal was issued. Costs will also depend on availability of all services/inclusions quoted on at time of booking. These costs are subject to the group travelling together throughout the tour. Any variation will incur an amendment fee and may also jeopardise the costs for the rest of the group. Prices are based on the tour numbers stipulated on the itinerary. Any change in tour numbers will result in a revised tour price. All costs shown are subject to alteration (up or down) due to exchange rate fluctuations (based on the selling rate) and increases in land and air costs which may arise between now and the date of departure.

### General Payments Schedule:

Bookings will be made when deposit has been received in our office.

Initial Deposit:	At time of booking	\$200.00 per person
Instalments:	1 <sup>st</sup> November 2021	\$2,500.00 per person
	1 <sup>st</sup> March 2022	\$2,000.00 per person
	1 <sup>st</sup> September 2022	\$2,000.00 per person
	1 <sup>st</sup> February 2023	\$3,000.00 per person
Final Payment:	1 <sup>st</sup> July 2023	Balance

### Cancellation charges per tour member:

Notice of cancellation must be made in writing. Subject to your refund and remedy rights under the Australian Consumer Law, the following change or cancellation fees will apply to your booking:

Time of booking - 31 <sup>st</sup> October 2021:	Fully refundable
1 <sup>st</sup> November 2021 – 28 <sup>th</sup> February 2022:	\$1,500.00 per person
1 <sup>st</sup> March 2022 – 31 <sup>st</sup> August 2022:	\$2,500.00 per person
1 <sup>st</sup> September 2022 – 31 <sup>st</sup> January 2023:	\$3,500.00 per person
1 <sup>st</sup> February – 30 <sup>th</sup> June 2023:	\$7,000.00 per person
1 <sup>st</sup> July 2023 – Departure day & after commencement of travel:	Nil Refund.

Please note there may be specialised inclusions in your tour such as Train Tickets, Theatre/ Show or special event tickets, instant purchase airline tickets etc that are non-refundable in addition to the above cancellation charges. These cancellation fees are in addition to any cancellation fees that may be levied by our tour suppliers.

**Amendment Fee:** Any person wishing to deviate from the group tour arrangements will be charged a standard \$100.00 per person amendment fee plus any additional charges involved with the amendment (i.e. increase in airfare, additional transfers, accommodation etc). The above amendment and cancellation fees and charges reflect the reasonable, direct and indirect costs, time and effort incurred or involved in Gullivers providing booking and advisory services to you, as well as processing and managing the changes to, or cancellation of your booking. All bookings are made on your behalf subject to the terms and conditions imposed by the third party supplier. If, for example, a third party supplier's terms and conditions contain a "no refund policy", Gullivers will only be able to provide you with the remedy provided by the third party supplier (if any), which may include a travel credit supplied by the third party supplier.

Changed or cancelled bookings for any reason (including by reason of matters outside your or our control) may also incur third party supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Third party supplier fees may also apply where a booking is changed for any reason and when tickets or documents are re-issued. Where Gullivers incur any liability for a third party supplier change or cancellation fee for any booking which is changed or cancelled for any reason, you agree to indemnify us for the amount of that fee. Where you seek a refund for a changed or cancelled booking for which payment has been made to the third party supplier, Gullivers will not provide a refund to you until Gullivers receive the funds from that third party supplier (which may take 3-6 months, or longer, dependent upon the supplier processing time). In the event Gullivers are still holding the funds, Gullivers can only provide you with a refund once Gullivers are authorised by the third party supplier to process your refund, subject to that third party supplier's change or cancellation policy.

#### **Cancellations due to Covid-19 affected travel plans**

Where a cancellation of tour plans occurs due to COVID-19 restrictions imposed by the Australian Government, or in the case of international travel where any foreign government imposed restriction on travel to, from and within a country that you are travelling to, from or within, or by a third party supplier the payment of a refund will be contingent on the recovery of funds from a third party supplier i.e. airline, accommodation, transport provider, tour service provider. Gullivers will take active steps to seek to recover funds from suppliers to pass on to the consumer. In addition, Gullivers reserve the right to charge a cancellation fee for administration and other expenses incurred at a cost of no less than \$100.00 per person. As an alternative to cancellation, Gullivers will discuss postponement of travel plans if the consumer wishes to pursue a credit. Where a third party supplier is willing to provide a credit, Gullivers will negotiate for the best possible outcome of credit for any funds held by a third party supplier for future use. Gullivers is not responsible for the loss or expiry of a credit or unused credit.

**Documentation:** Australian citizens require a passport with minimum 6 months validity from date of departure from final destination, and a current vaccination record or report in accord with the current government or third party supplier conditions. For international travel booking, Gullivers will assume that all travellers on the booking have a valid Australian passport which is valid for the relevant destination and transit point. If this is not the case, you must let us know. Other passport holders may require additional documentation. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). Gullivers can provide you with general information only on visa and passport requirements that apply to international travel bookings you make with us. Please check your applicable requirements with our Travel Consultant. A copy of each person's passport is required.

**Country Pre-entry clearance:** You should ask your travel consultant if your country of destination requires you to submit an online pre-entry form prior to your arrival. For example: US and Canadian ESTA or a COVID Declaration to re-enter Australia.

Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a third-party supplier. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable, and/or subject to cancellation and/or other change fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. Your name on your passport, visa and other travel documents must all be identical. An incorrect name on a booking may result in an inability to use that booking, the booking being cancelled, and the application of additional change and/or cancellation fees. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. As a general rule your travel documents will be available for collection 2 weeks prior to your departure date, however this will depend on your individual arrangements. Please contact Gullivers to confirm when your travel documents will be ready for collection.

**Baggage:** Standard baggage allowance, one piece weighing maximum 20 kg plus 1 cabin bag (piece) of 115cm with a maximum weight of 5kg per person (Please note these restrictions vary between airlines & depends on your destination. Please check with your tour consultant for applicable allowances for your plans). Luggage in excess of these limits will be charged for at the appropriate excess baggage rates. Excess baggage (if your airline allows it) can be expensive and is your responsibility. Gullivers will not be liable for any expenses, fees, penalties, costs, liabilities, damages or losses associated with baggage allowances and excess baggage. Baggage is the responsibility of the passenger at all times (Travel Insurance is strongly recommended).

**Insurance Protection:** "Highly recommended and available from Gullivers Sport Travel". Gullivers strongly recommend you have Comprehensive Travel Insurance to cover all your travel arrangements and encourage travellers to have a policy in place as soon as they make a payment towards their trip plans. This is the sole responsibility of the traveller. Your insurance protection should at least include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances should be produced to Gullivers on request. If you choose to be covered for Travel Insurance with an alternative provider such as a credit card company, Gullivers recommend that you thoroughly check the policy wording for levels of coverage. Insurance cover offered by credit card companies or reciprocal medical

cover agreements are often not comprehensive. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. Please ensure you are given a policy number and your policy includes adequate hospital cover, 24hr emergency contact and assistance during your holiday. Make sure you read the PDS before you decide to buy your travel insurance.

**Airline & Airport Taxes, Surcharges & Levies:** Are not included in the tour cost as they are continually changing. Any of these charges imposed by the airline will be notified to you at the time of final payment 2 months prior to departure.

**Frequent flyer/mileage accrual:** Some group airfares are not eligible to accrue frequent flyer points (due to discounted group airfares). Please advise your travel consultant if you are a member of the airlines associated frequent flyer program to see if your fare is eligible for frequent flyer point accrual.

**Hotel quarantine** (and additional travel costs associated with quarantine both here and abroad). The cost of which is the sole responsibility of the tourist and Not Gullivers.

**Travel Advisories:** Gullivers strongly suggest that you consult the Department of Foreign Affairs (DFAT) website and register (either group or individual) so that you are kept up to date with any travel warnings or advisories that may be in place for your destinations ([www.dfat.gov.au](http://www.dfat.gov.au)). You should also advise DFAT of your travel details such as date of departure and itinerary.

**Travel and Immunisations:** It is essential that all tour participants discuss their personal travel plans with a health professional to ensure you have the correct vaccinations for your trip and any booster doses of childhood vaccinations you may need.

Upon re-entry into Australia, Customs & Immigration will request a copy of your vaccination certificate if you have visited areas that have current health risks or hazardous diseases. For further information, visit *Smart traveller* to check the current health alerts and warnings for the destination/s you are visiting – <http://smartraveller.gov.au/guide/all-travellers/health/Pages/default.aspx>

**Privacy:** Please read Gullivers Privacy Policy at <https://www.gullivers.com.au/privacy-policy/>

**Disclaimer:** Gullivers disclaimer can be read at <https://www.gullivers.com.au/disclaimer/>

#### **COVID-19 TRAVEL INFORMATION & ADVICE**

It is essential that all travellers adhere to government regulations and requirements for travel interstate and abroad.

Proof of vaccination status for each traveller, must be available to be shown as required by third party suppliers and any government official on request at all times during your travel. Gullivers cannot be held responsible for any delay, cancellation or expense caused from insufficient or incomplete vaccination status documentation before departure or during travel. You hereby acknowledge that it is your responsibility not Gullivers to ensure you understand the Covid-19 travel restrictions and vaccination requirements of the country/ies you are traveling to which may be subject to change with no notice.

For the most up to date information on entrance into your destination/s as well as your return into Australia, please monitor Australian Government official advice to ensure you are well prepared before departure, during transit and upon arrival for your destination.

Home Affairs, Covid-19 & the Border: <https://covid19.homeaffairs.gov.au/>

Australian Government, State & Territory information: <https://www.australia.gov.au/states>

*In addition you should familiarise yourself with airline requirements around passenger safety, including the requirement for face masks and the need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test both for transit and final destination passengers. This information is subject to change without notice so Gullivers recommend you update yourself in relation to the relevant airline and government policies for your transit and final destination at each of (i) the time of booking, (ii) as you approach your travel date, and (iii) immediately before travel.*

*You acknowledge that you are choosing to travel at a time where you may be exposed to the Coronavirus. It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. You acknowledge that your decision to travel is made based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time. To the fullest extent permitted by law, Gullivers accept no liability in relation to these additional risks.*