

## Booking Conditions for [www.globetrotting.com.au](http://www.globetrotting.com.au)

The following conditions form the basis of your contract with [www.globetrotting.com.au](http://www.globetrotting.com.au) (Kate Johns). They set out our respective rights and obligations and you should therefore read them carefully.

### Our Booking Conditions

#### 1. Making Your Booking

To make your booking, you must complete our booking form. This must be signed by the first named person on the booking "the party leader", who must be at least 18 years of age. By signing the booking form the party leader confirms that he/she is authorized to make the booking on the basis of these Booking Conditions by all persons named on the booking. The party leader will be responsible for all payments due to us. The booking form must then be forwarded to us together with the required deposit (unless booking 10 weeks or less before departure, in which case full payment must be made at the time of booking). Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. Please check this invoice carefully as soon as you receive it and raise any queries you have immediately. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out.

#### 2. Your Contract

A binding contract between us comes into existence when we dispatch our confirmation invoice to the party leader. This contract and all matters arising out of it are governed by Australian law. In the unlikely event of any dispute between us we both agree that any dispute, claim, or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the provisions of the Commercial Arbitration Act 1990 (Queensland).

#### 3. Payment

A deposit must be paid before we can confirm your holiday. For bookings made 10 weeks or less before departure, full payment is required at the time of booking. The balance of the price must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If payment is not received in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable.

#### 4. The cost of your holiday arrangements

We reserve the right to increase or decrease the prices of unsold holidays at any time. The price of your chosen holiday will be confirmed at the time of booking. Once your booking has been confirmed then, subject to the correction of errors, we will only increase the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable if transportation costs (including the cost of fuel) and/or dues, taxes or other fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increase or our costs increase as a result of any adverse changes in the exchange rates used in calculating the cost of your package. Even in the above cases however, we will absorb increased costs up to a total amount equivalent to 2% of the cost of your holiday (excluding insurance premiums and any amendment charges). Only if the increased costs exceed this 2% will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday, you will be entitled to cancel your booking and receive a full refund of all monies paid to us except for insurance premiums and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the issue date printed on the surcharge invoice. Any surcharge must be paid with the balance of the cost of your holiday or within 14 days of the date printed on the surcharge invoice, whichever is the later. No surcharges will be levied less than 30 days before departure. We regret that no refunds can be made in the event of favourable exchange rate fluctuations or any decreases in costs. Prices in this brochure are calculated using currency exchange rates at June 2009.

#### 5. Changes by you

Should you wish to make any changes to your holiday after it has been confirmed, you must advise us in writing. Whilst we will endeavor to

assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of \$60 per person will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. If you are prevented from travelling, you may be able to transfer your place to someone else (introduced by you), who has the appropriate riding ability for the booked arrangements, providing you notify us not less than two weeks before departure. You will not, however be able to do so if there is a waiting list for places in which case the available place must be offered to the next person on that list. Where you are able to transfer your place to a person of your choice, all costs and charges incurred by us or incurred and/or imposed by any of our suppliers as a result, together with an amendment fee of \$60 must be paid before the transfer can be effected. Certain travel arrangements e.g. Apex tickets, cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge.

#### 6. Cancellation by you

Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time we confirm your booking and may be unable to resell your holiday, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling and any amendment charges which are non refundable in the event of the person(s) to whom they apply cancelling:

Period before departure with written notice of cancellation is received by us –

56 days and more loss of deposit

55-29 days 50%

less than 29 days 100%.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance.

#### 7. Changes or cancellation by us

We start planning the holidays we offer months in advance. It is therefore sometimes unfortunately necessary to make alterations to and correct errors in the brochure and website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always try to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel 8 weeks (56 days) or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying in full and on time) or where we are forced to do so as a result of unusual and unforeseeable circumstances beyond our control. Most changes will be minor ones. Occasionally, we may have to make a significant change. A "significant change" is one made before departure that materially affects your confirmed holiday (on the basis of the information you have given us at the time of booking). Such changes include the following when made before departure: a change of your departure or return time by more than twelve hours, a change of departure airport (except as between airports serving the same city) to one which is more inconvenient for you, a change of accommodation to that of a lower category or standard for the whole or a significant proportion of your holiday or a change of riding programme for the whole or a significant proportion of your holiday. If it is necessary to make a significant change or cancel before departure, we will advise you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: (a) (for significant changes) accepting the changed arrangements or (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available (if the chosen holiday is less expensive than the original one, we will refund the difference, if it is more expensive,

you will have to pay the difference) or (c) cancelling or accepting the cancellation in which case you will receive a full and prompt refund of all monies you have paid to us.

#### **8. Force Majeure**

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason or circumstances amounting to "force majeure". In these booking conditions, "force majeure" means any event that we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity or threat of terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **9. Our liability to you**

(1) We promise to make sure that all parts of the holiday we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. We also accept responsibility for what our employees, agents and suppliers do or do not do. We will not, however, be responsible for any injury, illness, death, loss (for example, loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-(a) the fault of the person(s) affected or any member(s) of their party or (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or (c) an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 8) or (d) the fault of anyone who was not carrying out work for us (generally or in particular) at the time. In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of Australia which would have applied had those services been provided in Australia. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is \$50 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

#### **10. Conditions of suppliers**

Please note that independent suppliers provide many of the services,

which make up your holiday. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with the applicable international conventions. Copies of the relevant parts of these terms and conditions are available on request.

#### **11. Special Requests and medical problems**

Although we will endeavour to pass any reasonable requests on to the relevant supplier, we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. If you or any member of your party has any medical problem or disability, which may affect your holiday, please, tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

#### **12. Delay**

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may, however, provide refreshments etc.

#### **13. Behaviour**

When you book a holiday with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made at the time, directly to the accommodation owner or manager or other appropriate party. If you fail to do so, you must indemnify us against any claims subsequently made against us (together with our own and the other party's legal costs) as a result of your actions. We expect all clients to have consideration for other people. If in our opinion or in the opinion of any other person in authority any person behaves in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party or damage to property, we reserve the right to terminate the holiday arrangements of that person without notice. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibilities towards such person(s) (including any return travel arrangements). No refunds will be made and we will not pay any costs or expenses incurred as a result of termination.

#### **14. Safety Standards**

Please note, it is the requirements and standards of the country in which any services, which make up your holiday are provided, which apply to those services and not those of Australia. As a general rule, these requirements and standards will not be the same as Australia and may sometimes be lower.

#### **15. Data Protection Policy**

In order to process your booking and to ensure that your travel arrangements run smoothly we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers such as airlines, hotels etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will not pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. Unless you inform us otherwise we will hold your information, where collected by us, and we may use it to inform you of offers in the future or send you brochures. We will not pass your details onto third parties unconnected with your booking. You are entitled to a copy of your information held by us. If you would like to see this please contact us.