



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

Please read these Terms & Conditions carefully. You must not make any booking with Globetrotting Pty Ltd unless you understand and agree with these Terms & Conditions. By proceeding with your booking, you are accepting these Terms & Conditions in their entirety.

In these Terms & Conditions:

- A. a reference to "we", "us" and/or "our" is a reference to Globetrotting Pty Ltd; and
- B. a reference to "you" or "your" is a joint and several reference to the Party Leader as specified in clause 1 below and a reference to each individual specified in the Booking Form.

### 1. Making Your Booking

To make a booking with us, you must complete the booking form provided on our website (Booking Form). By completing and submitting the Booking Form to us, you warrant that the you:

- (a) are at least 18 years of age;
- (b) intend to enter into a binding contract with us pursuant to these Terms & Conditions;
- (c) agree to be bound by these Terms & Conditions;
- (d) have provided us with true, complete and accurate information;
- (e) consent to providing us, and our suppliers, whether located in Australia or overseas, with your personal information;
- (f) have or intend to obtain comprehensive travel insurance which covers loss, damage and/or injury as a result of horse riding related activities;
- (g) are responsible for all payments due in respect of the booking;
- (h) agree to indemnify us against any and all loss that we may suffer as a result of your failure to honour these Terms & Conditions; and
- (i) expressly authorises us to make travel bookings on your behalf and to arrange the relevant contracts between you and our suppliers.

### 2. Deposit

You will be required to pay a deposit of 50% of the total booking cost when making your booking, unless:

- (a) the booking is made 10-weeks or less before departure, in which case, full payment must be made when booking; or
- (b) we have agreed to enter into a payment plan with you (see clause 4 below), in which case your deposit will be 20% of the total booking cost. Your booking will only be confirmed (and a binding agreement reached) when the Party Leader has made payment of the required deposit, or, if full payment is required, payment in full has been received by us. Subject to your rights under the Australian Consumer Law, your deposit will not be refunded if you change your mind or cancel your booking (see clause 6 below).

You agree to carefully check the invoice when it is received and immediately contact us in writing if you wish to make changes. We will not accept any liability if you do not notify us of any inaccuracies in the invoice within 10 days of it being sent to you.

### 3. Payment

We will confirm the date by which you are required to pay the balance of your booking cost by email. This email will be invoiced to the Party Leader 11 weeks before your departure date.

If Payment is not made in full by the due date provided in our invoice, we may cancel your booking, and the cancellation charges set out in clause 8 below will be payable.

### 4. Payment plans

We may, at our discretion, agree to enter into a payment plan with you, on the following terms:

- (a) the total cost of your booking will be divided into 5 equal payments;
- (b) the first payment is taken as a 20% deposit to secure your booking;
- (c) you will be invoiced for payments 2, 3 and 4 at regular intervals between the date you make your booking and your departure date. The exact date of issue for each invoice will depend on your departure date. We calculate the dates on which your payments are due by:
  - (i) ensuring that the fifth and final invoice is issued 11 weeks prior to your departure date;
  - (ii) we then calculate the number of days between the date on which your booking is made and the date on which your fifth and final payment is due;
  - (iii) we then divide that number of days by five to calculate the number of days between each payment;
  - (iv) we then add the applicable number of days to the date you made your booking to identify when your first payment is due, and so on; and
  - (v) we will then issue invoices for each payment, seven days before payment is due. Payment will be due the Friday of the following week.

For example:

*John makes a booking with us on 1 January. His group is not due to depart until 1 January of the following year. There are 365 days between those dates. The fifth and final payment will be invoiced on 16 October, which is 11 weeks before the departure date of 1 January. There are 288 days between 1 January and 16 October. 288 days divided by 5 is 58 days. This means that we would provide you with invoices every 58 days from 1 January.*

- (d) invoices will be issued 7 days before a payment is due; and
- (e) in the event that you fail to make any of the five payments by their due date, we may cancel your booking, and the cancellation charges set out in clause 6 below will be payable.

### 5. Payments by Credit Card and Debit Card

All payments made with credit cards and debit cards will attract a 2% surcharge. This includes payments made in any currency other than AUD, and payments made in AUD.

### 6. Potential Price Variations

As the cost of your holiday is subject to international currency variations, all prices are subject to change. Prices may change for reasons outside our control, including increase and/or decrease in the number of ride participants, fluctuations in currency exchange rates, surcharges issued by a supplier, changes to transfer / transport costs and tax variations (collectively, Surcharges).

Once we have issued your confirmation invoice, we agree:

- (a) not to levy any Surcharges within 30 days of your departure date;
- (b) to only levy a Surcharge where the additional cost exceeds 2% of the total cost of your booking;
- (c) Surcharges will be levied when we issue the Party Leader with a surcharge invoice; and
- (d) that if the applicable Surcharge is greater than 10% of the cost of your booking, you may cancel your booking within 7 days of the issue date printed on the surcharge invoice and receive a full refund of all monies paid to us, excluding amendment charges.

In exchange for this guarantee, there will be no entitlement to a refund if Surcharge variations reduce the cost that we incur to secure your booking. Unless we specify otherwise, the surcharge invoice must be paid within 14 days of the date it is issued.

### 7. Changes by you

You agree that you will, at least 60 days prior to your departure date, provide us with written notification (by email) of any changes to your booking.

If you change your departure date, your new departure date must be booked with the same supplier that you originally booked with. The new departure date must fall within 12 months of the date on which we receive notification of your request to change your booking.

*For example: you have booked a ride with a departure date of 31 December 2017. You notified us by email sent at 5.05pm on 30 October 2017 that you wish to change your departure date, which we received on 31 October 2017 at 9.01am. In this situation, you will be able to choose a new departure date, subject to the original supplier's availability, until 31 October 2018.*

If we are able to accommodate the change(s) that you have requested, we may charge an administration amendment fee of \$200AUD per person. Additional supplier fees may also apply where a booking is changed. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee.

Any change requested within 30 days of the original departure date may, at our election, be treated as a cancellation and the cancellation fees set out in clause 6 below will be payable.

### 8. Cancellation by you

Unless your booking is cancelled pursuant to clause 6(d) of these Terms & Conditions, if you cancel your booking for any reason:

- (a) you must provide us with written (email) notification of the cancellation; and
- (b) all monies paid to us will be forfeited to us and shall not be refunded. We will confirm, in writing (email), that your cancellation notice has been received.

### 9. Changes or cancellation by us

We reserve the right to change or cancel your booking when it is necessary to do so, for example, in the event of a force majeure, or in the event that a

supplier changes/cancels your booking.

If it is necessary to change or cancel your booking, we agree to:

- (a) give you reasonable notice of changes and / or cancellations where it is possible to do so; and
- (b) offer you a comparable alternative where one is available;
- (c) provide you with either a full refund or a transfer of your booking to an alternative holiday with the same supplier/outfitter. If a comparable holiday is not available, we will waive the applicable transfer and / or amendment fee. If the alternative holiday is:
  - (i) less expensive, you will be entitled to a refund of the difference in price; or
  - (ii) more expensive, you will be required to pay the difference in price within 7 days of agreeing to transfer your booking.

In exchange for the above guarantees, you agree that we are not liable or responsible if it is necessary to change or cancel your booking or any associated travel expenses due to events or circumstances beyond our control including, but not limited to, political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural disasters, fire, epidemic or health risks, Acts of God, adverse weather conditions and any other similar events.

## 10. Our liability to you

We take care to choose reputable third-party suppliers, and exercise skill and care in negotiating contracts on your behalf with those third-party suppliers when booking your holiday. However, we do not provide the services that you have booked as we are only a booking agent. For this reason, we do not accept, and hereby expressly reject all liability and/or responsibility for any loss or damage of any description, which you may suffer as a result of the acts or omissions of third-party suppliers that we may engage on your behalf.

With respect to the services that we provide to you, nothing in these Terms & Conditions is intended to modify, limit or exclude any statutory warranty that you may be entitled to by operation of law (hereinafter referred to as Non-Excluded Guarantees).

Except as expressly set out in these Terms & Conditions or in respect of the Non-Excluded Guarantees, we make no warranty or other representation as to the quality or suitability of the services provided by us or any third-party supplier. Our liability in respect of any warranty is limited to the fullest extent permitted by law.

If you are a consumer within the meaning of the *Competition and Consumer Act 2010* (CCA), our liability is limited to the extent permitted by section 64A of Schedule 2 of the CCA.

If you are not a consumer within the meaning of the CCA, our liability for any loss or damage arising out of the services we provide (or those provided by a third party for whom we may be liable), is limited to the following, but otherwise negated absolutely:

- (a) a requirement to re-supply the service that we provided to you; or
- (b) the amount you paid to us.

You agree to abide by the terms and conditions of third party suppliers.

We agree to provide you with a copy of the applicable third-party supplier terms and conditions if you ask for them.

For the avoidance of doubt, we will not be responsible for:

- (a) any damage or loss of any description whatsoever which is caused by you or any person included on the Booking Form, or any other person travelling with you;
- (b) any loss/expense incurred as a result of medical attention provided during your holiday. Any necessary medical attention will be provided at your expense;
- (c) the quality of medical care or services provided during your holiday. Any necessary medical attention will be provided by medical providers that you choose or who are assigned by others to treat you;
- (d) any consequential loss (including loss of enjoyment) caused by your failure to notify us of any special requirements or other matters (including inaccurate information) at the time you made your booking;
- (e) any services which do not form part of our contract, including any additional services or facilities which we have not arranged for you; and/or
- (f) any services that a third party fails, refuses or neglects to provide that is not due to any fault by us.

You hereby agree to irrevocably release, discharge and indemnify us against any and all third-party claims, actions, damages, suits and remedies which may be brought against us in respect of a claim that arises out of or relates to participation in the holiday by any person specified in the Booking Form.

## 11. Special Requests and medical problems

If you have any special requests or medical problems, we recommend that you contact us before making your booking so that we can help you identify a holiday option that may be best suited to you. The provision of such advice by us is not intended to be, nor should it be interpreted as a representation or warranty that the particular holiday option will meet your needs, nor will it avoid or override the limitations of liability outlined in clause 8 above.

You agree to advise us, in writing at the time of making your booking, of any physical, medical or other special needs that you or any person specified on the Booking Form may have. We reserve the right to cancel your booking if you fail to do this and apply the cancellation charges set

out in clause 6 above.

We will specifically confirm in writing (in your confirmation invoice) whether your special requests are able to be accommodated. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline your reservation.

## 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. Matters such as these are outside of our control.

## 13. Behaviour

You agree that all individuals specified on the Booking Form:

- (a) and other travellers, riders and suppliers have the right to enjoy a safe environment;
- (b) will behave appropriately, both physically and verbally;
- (c) will comply with the authority and decisions of any appointed tour/ride leaders or any other authorised person;
- (d) will comply with the laws of the country in which you are travelling; and
- (e) will be liable for, and indemnify us against, any claims made as a result of your behaviour, acts or omissions.

In the event of any breach of 11(a) to (e), we reserve the right to immediately and without notice cancel your holiday or any unused holiday services to be provided by third-party suppliers without refund.

If your holiday is cancelled in part or in full, you will be required to immediately leave your accommodation (or other service such as a ride) and make alternative arrangements. We will not assist you to make alternative arrangements and will accept no responsibility towards you and your travel party. A refund will not be provided for the cancelled portion of your holiday and we will not pay any costs or expenses that you may incur as a result of the cancellation.

## 14. Safety Standards

You agree to comply with the requirements and standards of the country in which the services are provided.

You acknowledge that:

- (a) Australia has high safety standards, which may not apply in the country the services are provided; and
- (b) the safety standards applicable in the country in which the services are provided may be lower than Australian safety standards.

## 15. Jurisdiction

These Terms & Conditions shall be governed by and construed and/or enforced in accordance with the laws of Queensland, Australia. You hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland, and the Courts of competent jurisdiction to determine appeals from those Courts, with respect to any proceedings which may be brought at any time relating in any way to these Terms & Conditions.

## 16. Privacy and data protection

We cannot complete your booking without providing your personal information (such as your name, contact details, payment details and any medical/special needs requests) to suppliers. These suppliers may be located overseas, for example, where your booking involves international travel. By completing our Booking Form with personal information and making a booking with us, you (and all members of the travel party included on the Booking Form) consent to us collecting, using and disclosing your personal information to relevant third-parties, including those who are located overseas.

You agree that:

- (a) all persons included on the Booking Form have consented to providing their personal information to us;
- (b) we are permitted to disclose your personal information to overseas recipients where it is necessary to do so to book your holiday; and
- (c) we are not required to ensure that any third-party complies with Australian privacy laws; and
- (d) we are not accountable for how any third-party handles your personal information.

If you withdraw the consent provided under this term of the Terms & Conditions, we may not be able to complete your booking and may, at our discretion, treat this as a cancellation in which case the cancellation fees set out in clause 7 above will be payable.

## 17. Travel Insurance Policy

Once you have paid your deposit in accordance with clause 2 above, you agree to:

- (a) take out comprehensive insurance cover which covers horse riding and related activities, cancellation, personal injury, death, medical expenses, repatriation expenses and evacuation expense irrespective of whether you are travelling in your home country or abroad; and
- (b) provide us with the details of your travel insurance policy including the name of the insurer, policy number and emergency contact number before your departure date.

We recommend that your travel insurance policy also covers personal liability, loss of luggage and personal effects.

We accept no responsibility or liability for your failure to take out appropriate insurance.