



## TERMS & CONDITIONS

### Costs

Travel costs are based on ground costs, fuel prices, ship charter rates and any applicable airfares at time of release. While we will do our best not to increase any prices after you have made your booking, this is sometimes outside our control. We reserve the right to amend our pricing. Amendments should occur only in the event of significant surface increases, airline fare withdrawals and/or marked fluctuations in the exchange rate upon which the land content is based or large fluctuations in fuel costs. Any increase in price must be paid by you before your departure.

### **Responsibility: This is very important. Please read carefully**

TravelManagers Australia PTY Limited reserve the right to alter or modify arrangements for any reason, and in any way necessary in the interest of our clients or due to circumstances beyond our control. This may mean changing the date of departure or the conclusion of the tour, the scheduled point of departure for the tour, by omitting or changing any scheduled stop on the tour or change the scheduled place of conclusion for the tour whether before or after the tour has departed, without prior notice to you. You will have no right to any refund and TravelManagers Australia PTY Limited will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes. TravelManagers Australia PTY Limited reserves the right to cancel any tour prior to departure in which case any payment made by you will be refunded in full and you will not be entitled to make any further claim for compensation or damages, for any loss, consequential damage, expenses, loss of time or inconvenience which may result from such cancellation. If the nominated tour leader was not able to accompany the group, we reserve the right to substitute an alternative guide. For some tours minimum numbers may need to be met before the tour leader will be guaranteed to accompany the group or the tour may alternatively not operate without the required minimum numbers. If the group are still wanting to travel unaccompanied instead of cancelling, we would offer this chance if possible and a discount would be offered for this inconvenience of being unaccompanied in these unlikely circumstances.

## **Indemnity waiver acknowledgement**

By signature(s) as set forth, I acknowledge and confirm ; To the fullest extent permitted by law, I hereby release TravelManagers Australia PTY Limited, Canon Australia Pty Limited their employees and agents and any contracted service providers and licensors or licensees from all claims and actions that I/we have or may have at any time in the future against them or any of them, howsoever arising, for personal injury, death, property damage or any other loss, damage or expense that I/ we may suffer as a result of my/our participation in any trip organised with, or in conjunction with TravelManagers Australia PTY Limited. I am aware that adventure travel, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which may include: physical exertion for which I may not be prepared, weather extremes subject to sudden and unexpected change, remoteness from normal medical services, evacuation difficulties if I am disabled. I accept all the inherent risks of the proposed adventure tour and the possibility of personal injury, death, property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness TravelManagers Australia PTY Limited can, at my cost, arrange medical treatment and emergency evacuation services, as TravelManagers Australia PTY Limited deems essential for my safety. In entering into this Agreement, I am not relying on any oral, written or visual representatives or statements by Travel Managers or its staff or any other inducement or coercion to go on the adventure trip, hence, only of my own free will. I confirm that I am over the age of 18 years and that I have read and also understand the terms and conditions of contract and this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, governed in all respects by and interpreted in accordance with the law of New South Wales AUSTRALIA. If I am under 18 years, my legal guardian or parent will accompany me and assume all responsibility for signing this on my behalf.

## **Cancellations**

Travel Insurance is essential for you to participate on our tours and should include cancellation insurance. If it becomes necessary to cancel your tour, we ask that you notify Emma Rowan-Kelly of Travel Managers in writing. Cancellation will take effect upon receipt by Travel Managers of your written notice. Cancellations made before April in the year of your expedition's departure (for Whales Underwater tours) or more than 120 days prior for other tours (unless advised otherwise) are subject to a non-refundable deposit of \$1,500AUD, however your deposit may be transferred towards a different expedition for a fee of \$495AUD if notified before April (for Whales Underwater tours) or more than 120 days of your tour departure.

Transfers are subject to availability and are only valid on expeditions that depart within the same year as intended travel for the same tour type. It may not be possible to transfer to a different tour destination. You are permitted one transfer only. Funds will not be held in suspense and new bookings must be advised at time of requested transfer. You must pay the difference between the original booked price and the price of any transferred booking including the new deposit amount. If cancellation takes place less than 120 days prior to

departure or after April (for Whales Underwater tours) of the year you are travelling, you will be required to pay the full cost of the expedition.

### **Delay or Change of Itinerary**

TravelManagers Australia PTY Limited may for any reason change the date of departure or conclusion of the tour, the scheduled point of departure for the tour, omit or change any scheduled stop on the tour or change the scheduled place of conclusion for the tour whether before or after the tour has departed, without prior notice to you. You will have no right to any refund and TravelManagers Australia PTY Limited will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes. TravelManagers Australia PTY Limited reserves the right to cancel any tour prior to departure in which case any payment made by you will be refunded in full and you will not be entitled to make any further claim for compensation or damages, for any loss, consequential damage, expenses, loss of time or inconvenience which may result from such cancellation.

### **Health, Fitness, Trip Grades and Age Limits**

It is your responsibility to advise TravelManagers Australia PTY Limited of any pre-existing medical conditions and /or disability that might reasonably be expected to increase risk of you requiring medical attention, or that might affect the normal conduct of an expedition and the enjoyment of other tour members. TravelManagers Australia PTY Limited reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. TravelManagers Australia PTY Limited also reserves the right to cancel your participation in an expedition at any time, including after the commencement of the trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other expedition members. Any person under 18 years of age must travel with their legal guardian. Travelling when pregnant is not recommended for many adventure destinations in remote areas.

You will not be permitted to participate in many activities if you are found to be intoxicated and you may be instructed to leave the tour for safety reasons.

### **Mandatory Travel Insurance**

Passengers travelling with TravelManagers Australia PTY Limited are required to be covered by a travel insurance policy that includes emergency evacuation coverage. We travel to many remote regions of the world and we recommend that the policy's emergency evacuation benefit be higher than minimum and cover you for remote or Polar Evacuation should it be required. Please ask Emma Rowan-Kelly at TravelManagers Australia PTY Limited about travel insurance. You will also need to notify the insurer of any pre-existing medical conditions you have as your policy may not be valid if you have not clarified this with them.

## **Authority of the Expedition Leader**

At all times the decision of the TravelManagers Australia PTY Limited expedition or tour leader or representative will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the TravelManagers Australia PTY Limited expedition leader makes about your ongoing participation in the trip or certain activities that compromise part of the trip. At all times you must respect the authority of the TravelManagers Australia PTY Limited tour or expedition leader, any misbehaviour or disrespect of the local peoples, the environment or the wildlife will not be tolerated. If you fail to comply with a decision made by the TravelManagers Australia PTY Limited tour or expedition Leader, or interfere with the well-being of the group, the TravelManagers Australia PTY Limited expedition leader reserves the right to terminate this contract and order you to leave the tour immediately, with no right of refund. All local laws must be abided by at all times.

## **Language**

All of our tours are conducted in English and proficiency in English is required for understanding safety briefings and instructions during your tour. If you require tours in an alternative language, please notify us as we may be able to find you a suitable alternative.

## **Usage of Images**

Passengers travelling with TravelManagers Australia PTY Limited, extend permission to TravelManagers Australia PTY Limited and our contracted operators and service providers to take their photograph during the tour or expedition, and release all rights over those images; and understand and consent that TravelManagers Australia PTY Limited may use any likeness taken of you and your comments for future publicity and promotional material. Any passenger who does not wish to be photographed must advise TravelManagers Australia PTY Limited in writing prior to expedition commencement.

## **Snorkelling/Diving/Free Diving/Swimming competency**

If your tour requires that you are a competent swimming and/or familiar with snorkelling techniques, please advise your experience level as accurately as possible. For some tours special equipment may be required to be used and instructions on useage provided. for some scuba diving activities, a certain level of experience and qualification level is required. Eligibility to scuba dive is individually assessed aboard by our divemaster and certificate level reach and proof of dives logged are required.

## **Feedback**

If you have any complaints about your trip, you must make it known at the earliest opportunity to the TravelManagers Australia PTY Limited tour or expedition leader or representative, who will be able to take appropriate action. If at the end of the trip you feel that your complaint has not been properly dealt with, please notify us in writing within 30 days of the end of your trip.

I have read and understand the liabilities and responsibilities detailed above and the general terms and conditions detailed in Tramada: <https://www.travelmanagers.com.au/terms-and-conditions/> and special booking conditions that may apply to my specific tour in addition to the above. I accept all this on behalf of myself and my party. I declare that I/they are not travelling against any medical advice.

Sign:

Name:

Date: