



DIVERSE TRAVEL PTY LTD

Booking Conditions for Australia

Important Information – Please read these Booking Conditions carefully as they contain important information about your agreement with Diverse Travel Pty Ltd.

- 1.1 'Client' means the person or company making a reservation or booking with DTA, and if there are more than one persons or companies making the booking, these Booking Conditions bind them jointly and severally.
- 1.2 'Booking Conditions' means these booking terms and conditions.
- 1.3 'DTA' means Diverse Travel Pty Ltd A.C.N 098 807 697
- 1.4 'Suppliers' means service providers engaged by DTA to provide certain components of a tour.
2. **Services provided by DTA**
 - 2.1 DTA is a tour operator. The Client wishes to engage DTA as the Client's agent to put together a tour for the Client in Australia, and select and engage Suppliers to provide different components of that tour.
3. **Formation of contract**
 - 3.1 By making a booking request or by issuing instructions to proceed with a booking request with DTA, the Client acknowledges that they have read, understood and agree to be bound by these Booking Conditions.
 - 3.2 Reservations will be subject to availability and will be converted to bookings (subject to availability) upon receiving payment from the Client:
 - (a) a deposit of 25% of the tour cost for bookings made at least 90 days prior to the departure date. The deposit must be received by DTA within 7 days after notification of the reservation or the date 90 days prior to the departure date, whichever occurs first. The balance of the tour cost must be paid no later than 90 days prior to the departure date; or
 - (b) the whole tour cost for bookings made less than 90 days from the departure date. Payment must be received by DTA within 72 hours of notification of the reservation.
 - 3.3 A reservation will lapse if the Client does not pay the deposit or the tour cost by the due date for the relevant payment.
 - 3.4 A binding tour contract will be formed when DTA notifies the Client that it has converted a reservation to a booking under clause 3.2.
 - 3.5 DTA reserves the right to withdraw, change, cancel or reallocate the tour components, the tour cost and the departure date at its discretion at any time before the booking is confirmed.
 - 3.6 Any requested variation to a tour booking must be submitted in writing to DTA. DTA may decide in its discretion whether to accept a request for variation. DTA will charge an administration fee of minimum \$250 AUD per person per variation. The Client must pay any extra cost arising from the variation including any cancellation fees incurred by DTA from third party suppliers, and the administration fee, within 7 days of notification by DTA.
4. **Cancellations & Refunds**
 - 4.1 The Client must notify DTA in writing if it wishes to cancel any booking. Cancellations are subject to the Client paying the relevant cancellation fee set out below and will be effective only upon written acknowledgement by DTA.
 - 4.2 Cancellation Fees: If a cancellation is received more than 90 days prior to the departure date, DTA will retain or charge a cancellation fee equal to the full deposit (being 25% of the tour cost) as the cancellation fee. If a cancellation is received between 46 days and 90 days prior to the departure date, DTA will deduct or charge 50% of the tour cost as the cancellation fee. If a cancellation is received less than 46 days prior to the departure date, DTA will deduct or charge 100% of the tour cost as the cancellation fee. In addition, the Client will be required to pay any cancellation fees imposed by Suppliers on DTA, which are in addition to the cancellation fees detailed in this clause and are not covered by the cancellation fees detailed in this clause.
 - 4.3 No refunds can or will be given in connection with:
 - (a) any changes to the tour booking requested by the Client after departure;
 - (b) the Client's failure to appear for the tour, or any component part of the tour, or the Client leaving the tour after its commencement; or
 - (c) the Client being excluded from the tour, or any component part of the tour, in accordance with these Booking Terms.
- (d) the Client cancelling the tour or part thereof within cancellation terms as per clause 4.2 of these Booking Terms.
- (e) any payments made to suppliers that cease to trade after any payment has been made to DTA by the Client
5. **Suppliers**
 - 5.1 The Client acknowledges that the Suppliers are independent contractors and are not under the direct control of DTA and are not the agents or employees of DTA.
 - 5.2 DTA does not warrant the performance of any Supplier, and the Client releases DTA from liability for any loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client which arises from any act or omission of a Supplier or failure by a Supplier to meet the Client's expectations.
 - 5.3 Suppliers provide services in connection with the tour pursuant to their own terms and conditions, which the Client must comply with.
 - 5.4 DTA will not be held liable for any monies paid to Suppliers in advance for their services, and the Supplier then ceases operation. DTA will endeavour to engage a suitable replacement and the Client will be required to pay any additional costs incurred.
 - 5.5 Baggage is the responsibility of the Client. Restrictions may apply as to the weight, number of items and nature of the baggage for air travel. The Client must comply with such restrictions. Lost, damaged or delayed baggage is subject to the terms and conditions of carriage of the relevant carrier. DTA is not responsible for, and the Client releases DTA from, any liability for any lost, damaged or delayed baggage.
6. **Medical Conditions**
 - 6.1 It is the Client's sole responsibility to take all appropriate medical advice prior to departure as to whether the Client is fit enough to undertake the tour and as to the vaccines, medications and other precautions appropriate to the tour.
 - 6.2 The Client acknowledges that medical services and facilities may not be readily available during the tour, and that no medically qualified personnel will accompany the tour.
 - 6.3 Clients must inform DTA at the time of making a reservation (or any stage thereafter should the client become aware of a medical condition) of any medical conditions, which may affect the Client's ability to participate in the tour.
 - 6.4 The Client acknowledges and agrees that DTA and its Suppliers may in their sole discretion exclude the Client from the tour or any activity if DTA or a Supplier considers that the Client is unable to safely participate in the tour or activity as a result of a medical condition.
7. **Travel Documents, Vaccinations, Restrictions and Declarations**
 - 7.1 It is the Client's responsibility to ensure that all passports, visas, travel permits, health certificates, or other documentation required for the tour are obtained, and are in order, and that all required vaccinations have been obtained. It is the Client's responsibility to meet any additional costs incurred either by the Client or by DTA on the Client's behalf, as a result of any failure to comply with these requirements. DTA is not liable for any loss or costs incurred due to the Client's failure to comply with this requirement.
 - 7.2 COVID-19 testing may be required during the tour and any such testing is at the discretion of DTA, authorities or suppliers. If a medical evacuation is required or isolation is able to be carried out in situ, all expenses associated with the quarantine, evacuation or isolation will be at the Client's own expense and no refund will be given for any component part of the tour not completed or affected. If the evacuation, quarantine or isolation incurs additional costs and expense the Client acknowledges and accepts that the Client must pay any additional expense. Expenses may be direct or indirect and may be incurred by a third party supplier. If the tour is impacted upon as a result of COVID-19 testing or confirmed cases then there is no refund available to the Client and all additional expenses must be paid to DTA
 - 7.3 If any isolation or quarantine period exceeds the duration of the tour then it is the Client's responsibility to make arrangements for, and pay for, any alternate travel plans. DTA does not warrant that a tour may be completed and the Client will bear all responsibility and payment requirements.
 - 7.4 If the Client or anyone travelling with the Client displays COVID-19 symptoms, or is feeling unwell, then there is positive and absolute obligation on the Client and those persons to inform DTA and DTA medical supplier.

- 7.5 The Client agrees and acknowledges that if required to be placed in quarantine or isolation, or evacuated, that the conditions of such quarantine, isolation or evacuation may not be the same or similar to that which was originally planned or formed part of the tour.
- 7.6 The Client agrees and acknowledges that if required to be in quarantine or isolation or evacuated, that it may not be limited to the Client but may extend to all persons travelling with the Client and the Client will be responsible for all costs associated with this action.
- 7.7 All costs and expenses associated with any illness or health care issue is the Client's responsibility.
- 7.8 If the Client fails to adhere to all reasonable directions given by DTA and its suppliers then the Client acknowledges and agrees that the right to continue with the tour may be immediately revoked and the Client will leave the tour and must depart and return to the Client's preferred destination at the Client's own cost. There will be no refund provided.
- 8. Liability, Risk, Responsibility and Limitation**
- 8.1 The Client acknowledges that there are inherent risks involved in participating in the tour, including close contact with native fauna and exposure to the harshness of the wilderness. By making a booking, the Client accepts all risks associated with the tour.
- 8.2 The Client hereby releases DTA and its respective officers and employees from all actions, proceedings, claims and demands that the Client may otherwise have now or in the future against DTA, as a result of or in connection with, whether directly or indirectly the Client's participation in the tour (except where DTA has breached these Booking Terms).
- 8.3 Without in any way limiting the operation of the release in clause 8.2, the Client hereby releases DTA from all actions, proceedings, claims or demands that the Client may otherwise have now or in the future against DTA under the *Trade Practices Act 1974* (Cth) (Act) for death or personal injury (as that term is defined in section 68B of the Act) that the Client may suffer or incur, whether directly or indirectly, as a result of any failure of DTA to provide services with due care or skill.
- 8.4 The Client will be responsible for any loss or damage arising from their acts or omissions.
- 8.5 After the declaration of COVID 19 as a global pandemic by the World Health Organisation, COVID 19 and its consequences are no longer unforeseen or unexpected. To proceed with a booking The Client acknowledges they are making travel arrangements at a time when travel may be affected by COVID 19 and travel restrictions may be imposed.
- 8.6 DTA does not make any express warranties in relation to the tour, and DTA hereby excludes all implied conditions and warranties, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void (**Non-Excludable Condition**).
- 8.7 DTA's liability for breach of any Non-Excludable Condition is limited, at DTA's option, to supplying the relevant services again, or paying the cost of having the services supplied again.
- 8.8 DTA will not be liable for any loss of enjoyment, financial loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client resulting from adverse weather conditions or other circumstances outside DTA's influence.
- 8.9 DTA will not be liable for any special, indirect or consequential losses or damages, regardless of the circumstances.
- 8.10 In no event will DTA's liability to the Client under these Booking Conditions exceed the total price paid by the Client for the tour booked with DTA.
- 9. Insurance**
- 9.1 DTA strongly recommends that Clients have comprehensive travel insurance. Insurance should cover, but not be limited to, cancellation fees and loss of deposit or balance payment, damage to and loss of baggage and money, medical and hospitalisation expenses, repatriation or curtailment expenses due to illness, the need to return home because of an unexpected death or illness in the immediate family, evacuation expenses and accidental death or disability. Clients should obtain exclusion waivers where appropriate for adventure activities excluded in travel insurance policies.
- 9.2 It is the Client's sole responsibility to obtain the appropriate insurance cover as set out in clause 9.1 of these Booking Conditions.
- 9.3 DTA is not liable for any loss or costs incurred due to the Client's failure to obtain adequate travel insurance, and the Client understands and accepts DTA's full cancellation fees as set out in clause 4 of these Booking Conditions will be applied.
- 10. Prices, Payment, Surcharges**
- 10.1 DTA will use all reasonable efforts to maintain the tour cost as quoted at the time of the tour booking. However, DTA reserves the right to pass on as a surcharge any cost increases due to circumstances outside its control, such as Suppliers increasing their costs. DTA will endeavour to notify Clients in writing as soon as it is aware of any likely surcharge. However, DTA reserves the right to invoice a surcharge without

notice. If the surcharge is not paid within the time stipulated on the invoice, DTA will construe such non-payment as an act of cancellation on the Client's part and the provisions of clause 4 will apply.

- 10.2 All prices are quoted in AU dollars unless otherwise specifically indicated, and payments must be made in the currency quoted. DTA reserves the right to adjust prices quoted in currencies other than Australian dollars, to reflect fluctuations in foreign exchange rates or tariff markets. All prices are GST inclusive, unless specifically stated to be GST exclusive.
- 10.3 If a refund is due to the Client, and payment for the tour had been made in a currency other than AU dollars, DTA reserves the right to calculate that refund based on the foreign exchange value attributed to the AU dollar equivalent at the time of refund.
- 10.4 The Client acknowledges that DTA deals with various Suppliers as agent for the Client and acknowledges that it is general and common industry practice that DTA may receive and may be entitled to retain commission from travel and accommodation suppliers and other persons who supply goods or services in relation to the Tour. The Client acknowledges and agrees any such commission may be accepted by DTA in its absolute discretion and without any requirement to account to the Client.
- 10.5 Commission referred to in clause 10.4 forms DTA's payment as an agent for the Client in arranging a tour. If a booking is cancelled, in accordance with clause 4 of these Booking Conditions, DTA maintains the right to retain their commission from Suppliers.
- 11. Taxes**
- 11.1 It is the Client's responsibility to ensure payment of all taxes including Australian departure tax, and ticket levies, which should be paid when the airline ticket is purchased, prior to arrival in Australia.
- 12. Special Needs & Requests**
- 12.1 Clients must inform DTA, prior to booking confirmation, of any special needs which, if not met, may adversely affect the enjoyment of their intended journey. DTA will not be held liable for any loss of enjoyment resulting from failure to disclose information pertaining to the individual special needs of Clients.
- 12.2 Clients must advise DTA in writing of any special requests, eg. diet or facility, when the reservation is made. DTA will, if reasonably possible, arrange for the request to be fulfilled.
- 12.3 Any additional costs incurred by DTA or its suppliers, agents, contractors and service providers in accommodating the special needs and requests of Clients may be charged to the Client. DTA will inform the Client of any such charges prior to making the necessary arrangements.
- 13. Brochures**
- 13.1 All information about DTA tours in DTA's information literature, and that of recommended operators, is to the best of DTA's knowledge, correct at the time of publication. Information should be checked prior to booking to ensure it is still current. DTA will not be liable for errors or omissions in material supplied to the Client by DTA or its Suppliers.
- 13.2 The Client grants to DTA the right to use any images of the Client on tour for brochures and other marketing, promotional and company purposes. The Client agrees that no further consents, nor payment of any amount, is required for any use of images under this clause.
- 14. Force Majeure**
- 14.1 'Force Majeure Event' means any circumstances beyond the reasonable control of DTA (including, without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, terrorism, insurrection, piracy, civil disturbance, or requisition, sickness, epidemic or pandemic, quarantine, government intervention, weather conditions, alteration or cancellation of scheduled air services or other untoward occurrences). If DTA is affected by a Force Majeure Event DTA or its local agents, shall notify the Client as soon as reasonably practicable of the nature and extent thereof.
- 14.2 DTA shall not be deemed to be in breach of these Booking Conditions or otherwise be liable to the Client or any other person, by reason of delay in performance or non-performance, of any of its obligations in these Booking Conditions to the extent that any such delay or non-performance is due to a Force Majeure Event.
- 14.3 If the Client, DTA or its Suppliers are affected by a Force Majeure Event DTA will be entitled to, and may in DTA's sole and absolute discretion, vary or cancel the tour, or any component part of the tour. Payment of any refund by DTA to the Client as a result of the non-performance of any of DTA's obligations due to a Force Majeure Event will remain at its sole and absolute discretion, although DTA will use its reasonable endeavours to reimburse the Client where possible. However, DTA will be entitled to deduct from any refund, the actual and potential costs to DTA of the Force Majeure Event.
- 14.4 In relation to a Force Majeure Event involving civil unrest or terrorism, once DTA has investigated the prevailing situation as it deems fit, it will remain in DTA's sole and absolute discretion whether to proceed with the tour. The Client may in such circumstances cancel the tour. However, if after having made all reasonable and

proper enquiries, DTA is of the opinion that the tour may proceed, but the Client does not wish to proceed, no refund will be payable to the Client and the provisions of clause 4 will apply.

15. Complaints/Dispute Resolution

- 15.1 Clients who have any cause for complaint while travelling must immediately notify DTA and the relevant Supplier, where possible in writing, to give DTA the opportunity to remedy the complaint.
- 15.2 DTA will not accept responsibility for complaints received more than 14 days after the occurrence of an event leading to the complaint.
- 15.3 Both DTA and the Client will use alternative dispute resolution procedures to resolve disputes prior to resorting to legal proceedings.

16. Compliance with Operator Instructions

- 16.1 The Client must comply with the reasonable instructions of DTA and/or its Suppliers.
- 16.2 Without in any way limiting its rights under other clauses of these Booking Terms, DTA may in its absolute discretion exclude a Client from the tour, or any component part of the tour, in the event that:
 - (a) the Client fails to comply with the reasonable instructions of DTA or its Suppliers;
 - (b) the Client makes themselves objectionable to other clients or otherwise interferes with other clients' enjoyment of the tour;
 - (c) the Client jeopardises the safety of other clients, engages in illegal or undesirable behaviour or otherwise become a hazard to themselves or other clients.

17. Privacy

- 17.1 DTA requires certain information about the Client to provide the tour and other services. Without this information, DTA will not be able to accept the Client's booking for a tour.
- 17.2 DTA may disclose the Client's personal information to its Suppliers for the purpose of arranging and booking the Client's tour. The Client's information may also be disclosed to related companies of DTA, and to agents, contractors and service providers who act on behalf of DTA or who provide goods or services to DTA. DTA may use the Client's information to inform them of additional products and services which may be of interest. The Client may notify DTA 's Privacy Officer at any time if they no longer wish to receive this material.
- 17.3 The Client may request access to any personal information that DTA holds about them (although some requests may be denied in certain circumstances).
- 17.4 Before providing DTA with details about another individual, the Client must ensure that the individual is aware of:
 - (a) the proposed disclosure of their information to DTA and the purposes for which the information is collected and used by DTA; and
 - (b) the individual's ability to request access to the information DTA holds about them under the Privacy Act.

18. Governing law

- 18.1 These Booking Conditions are governed by the laws applicable in the State of South Australia and each party submits to the jurisdiction of the courts of the State of South Australia.