

OZWAY TRAVEL - TERMS & CONDITIONS

ACCEPTANCE OF TERMS

Please read the below information carefully. When making a booking, you confirm that you and every other person covered by your booking agree to be bound by these conditions and the terms of the contract. Your payment constitutes consent to and acceptance of all conditions, terms and general information contained within this document.

APPLICABLE LAW AND VENUE

By utilising Ozway Travel's services you agree that the jurisdiction of any claim or action against us of whatever nature under this contract would be the in the state of Victoria, Australia as ruled by applicable Victorian law.

HOW TO BOOK

Bookings can be made via email to: ozwaytravel@bigpond.com. For phone support, please call Jytte Ranjel on +61 414 353 101 or +61 469 568 700. To ensure the best possible services and the greatest itinerary including your individual requests, the bookings should be made as early as possible.

GROUPS

A group consists of at least 10 adult passengers.

TOUR INCLUSIONS

The price includes all accommodation, ground transport, excursions, guides, tour escort, entry fees and selected meals as per contract and description in your itinerary. Meals included will be indicated with (B) for breakfast, (L) for lunch and (D) for dinner.

DOCUMENTATION

Upon arrival the tour escort will receive a detailed tour itinerary, supplier list and vouchers. Guests will receive, a welcome pack with brochures and a guest itinerary with meeting times, dress code and daily activities. Ozway Travel makes every attempt to describe the travel services as accurately as possible. However the occasional error or change in circumstances, such as time changes, change of supplier etc. may occur. Where possible we will inform you well in advance of necessary changes.

VARIATIONS OF TERMS & CONDITIONS

Ozway Travel is only responsible for information given by our company in writing, or information that is contained in a valid publication prepared by Ozway Travel. Only the director or an authorized employee of Ozway Travel is permitted to vary, add or waive any term or condition in our documents.

EXCLUSIONS

The price does not include travel to and from Australia. Also excluded are airport fees and/or taxes, travel or baggage insurance, passport fees, visa fees, excess baggage fees, meals or drinks not specified in the itinerary and all expenses of a personal nature such as laundry, telephone calls, WIFI, optional tours and gratuities for guides, restaurant waiters, drivers etc.

REVISIONS OR CHANGE OF ITINERARY

ON YOUR REQUEST

Prior to booking confirmation you are welcome to request any changes and alterations to ensure the itinerary perfectly suits your needs. Any changes, to the itinerary after confirmation and receipt of deposit, will incur an amendment fee of \$100 per request. However, additional service requests can be booked at the cost price. Any changes to the agreed itinerary should be made as early as possible to ensure availability, especially for larger groups. Once full payment has been received, no further changes can be made. Only emergency changes will be considered, once the group starts their travel. Any late booking requests for additional services will be charged separately.

IF APPLICABLE BY OZWAY TRAVEL

We will always endeavour to honour the itinerary exactly as supplied. However, situations may arise making it necessary for us to cancel, advance or postpone a scheduled departure, change itineraries or arrange alternative hotels, restaurants or modes of transportation. Ozway Travel therefore reserves the right to - when deemed necessary - substitute hotels listed for other equivalent hotels. We will do our utmost to find hotels in the same category and price range. Confirmation of your reservation at the quoted tour price is therefore subject to availability. Ozway Travel reserves the right to make any necessary alterations to the itinerary as we may find desirable for your convenience and the proper carrying out of services, such as changes in the sequence of visits, time changes etc. In the case of more important changes, we will contact you to discuss such changes.

PRICING

The standard pricing structure is per-person in twin/double rooms, single supplement costing will be included for your information. All prices are quoted in Australian Dollars (AUD). Hotels and tours remain subject to availability. Hotels and other suppliers may impose surcharges during peak periods. Any such surcharge will be confirmed with you prior to booking. Australian taxes and fees may vary depending on the itinerary selected. All prices quoted are subject to a 10% government imposed goods and services tax.

DEPOSIT & PRICE PROTECTION POLICY

The group travel is subject to a deposit of 10% of the total price, payable within 14 days of booking. Once Ozway Travel has received the deposit we agree to honour the advertised price for the booked guest number and dates, irrespective of any supplier cost increases. Prices indicated remain subject to change until the deposit has been received.

BALANCE PAYMENT

Payment of balance is due 30 days prior to service start. Upon receipt of full payment, we will email a copy of your travel documentation including group details, supplier and hotel listing. When you receive these documents, please make sure that everything is correct as per your request. If you have any questions, please contact us immediately. The itinerary for the tour escort and the welcome packs including guest itineraries will be provided on arrival in Australia.

LATE BOOKINGS

For late bookings made within 30 days of departure full payment is due within 3 days. All payments can be made by direct deposit (details below).

CANCELLATION POLICY

If you wish to cancel all, or part of your booking, you must notify Ozway Travel as soon as possible. At the time of cancellation you will be refunded the amount you have already paid less the cancellation charge as detailed below.

When written notice is received by us:

60 or more days before scheduled service start date

31-59 days before scheduled service start date

Within 30 days of scheduled service start date

Cancellation Fee:

ZERO cancellation fee

25% of the cancellation value

100% of the cancellation value

Any changes to the names of group participants are **FREE of charge**. Any cancellations, including departure date changes are considered reservation cancellations and may be subject to cancellation fees. Unused portions of a tour, including hotel accommodation, sightseeing tours, extra hotel nights, or other items included in the tour are non refundable after tour start.

CANCELLATION & CHANGES BY OZWAY TRAVEL

Ozway Travel reserves the right to cancel or make changes where necessary on operational or safety grounds or where this is the result of something entirely unforeseeable and outside our control such as (but not exclusive to) war or threat of war, terrorist activity or the threat of this, riots or other civil disorder, any natural or nuclear disaster, fire, airport closure, act of any government organisation, any industrial action, medical emergency and

adverse weather conditions. In the unlikely event of us having to cancel, cut short or abandon a tour, we will credit your account with the price you have paid (either in full or on a pro rata basis, whichever is applicable) without deduction of any administration charge. The compensation can never exceed the price you have paid.

LIMITATION OF LIABILITY

Ozway Travel acts as a trusted agent. We will be responsible for inclusions and proper performance of the tour. We source and use carefully selected suppliers to provide transportation, accommodation, sightseeing, meals and other related travel services. All tickets and vouchers issued by Ozway Travel and all arrangements for transport or hotel accommodations, are made by us as agents upon the express conditions that we shall not be liable for any injury, damage, loss, accidents, delay or irregularity which may happen due to any defect in any mode of transport, or through the negligence of any firm or person engaged in conveying participants or being involved in carrying out the arrangements of the tours, or of any hotel proprietor or staff, or for any failure in the part of a hotel to provide any of the facilities normally available. We will not be liable for any failure or improper performance which is caused by the fault of the passenger, or by the unforeseeable or unavoidable act or omission of any person unconnected with the contract or by unusual and unforeseeable circumstances or events beyond our control where the consequences could not have been avoided even with proper due care. Ozway Travel accepts no responsibility for any loss, additional expenses or distress due to delays or changes in any mode of transport or travel services, sickness, weather, earthquakes, tornados, strikes, war, quarantine, etc.

BREACH OF CONTRACT

Should all or part of the services received not be as expected, then a claim must be filed in writing with Ozway Travel within 21 days after the completion of the tour. Failure to provide us with notice in writing will preclude your right to pursue a claim against our suppliers or us. We will investigate any claims and respond, within 21 days. Ozway Travel shall not be responsible for any delays, substitutions of equipment, or any act of omission whatsoever by the supplier, their agents and employees.

If it is found that Ozway Travel or its suppliers have failed to perform their contractual obligations, you shall be entitled to a refund of the price paid for the service(s) not delivered, without any additional claim for compensation. All services are subject to the law of the country in which the services are provided, i.e. Australia.

PASSENGER INFORMATION AND RESPONSIBILITIES:

Ozway Travel recommends the following information be provided to the guests before departure.

TRAVEL DOCUMENTS

All passengers must have a valid passport. Passports must remain valid for at least 6 months after the scheduled completion of the tour.

VISAS AND HEALTH

Passengers must ensure that they comply with all entry/visitor visa plus health and vaccination requirements. Meeting the local health requirements is each individual's own responsibility.

INSURANCE

We recommend that all passengers purchase comprehensive travel insurance.

MEDICATION

Please be aware that any required medical assistance will incur extra costs. Medical attention for emergency situations and prescription drugs may on occasion be limited and less accessible. Passengers should carry necessary medication and prescription drugs with them in their original packaging.

BAGGAGE HANDLING

For baggage allowance and dimensions, please check the policy from each Airline used. Surcharges due to overweight, oversized or extra bags are each passenger's responsibility. Ozway Travel takes no responsibility for lost, stolen or damaged baggage. All queries should be directed to the carrier.

HOTEL CHECK-IN TIME

Check-in time is usually between 14.00-15.00 and checkout is usually 10.00. Rooms are not expected to be available for check-in any earlier, unless booked and paid for. At some hotels you may be able to pre-book an early check-in at an additional cost.

NO SMOKING POLICY

Airlines, coaches, public transport and buildings do not permit smoking. All hotels are smoke free. Observance of these regulations is a condition of tour participation. Any fines or costs incurred for non-compliance with the smoking rules are at the passengers' own expense.

PARTICIPANT CONDUCT

Tour participants should be informed that airlines have a no tolerance policy with respect to abusive, threatening or disruptive behaviour both in airports and onboard airplanes.

Ozway Travel reserves the right to decline to accept any person as a member of the tour, or to request any participant to withdraw from the tour if they are deemed to present a significant risk to the health or safety of themselves or others, which cannot be eliminated or reduced to an acceptable level by reasonable measures.

SAFETY

All travelling carries a level of risk. The sun in Australia is stronger than elsewhere, especially in the summer months (December-March). It is recommended to use sunscreen SPF30+ plus a wide brimmed hat and tops with sleeves especially during the middle of the day to avoid potentially damaging exposure. Water should be carried and guests should stay well hydrated. On outdoor excursions in remote areas, it may be necessary to carry up to 3 litres of water per person to avoid dehydration. All safety signage should be adhered to at all times to avoid unnecessary risks. Wildlife can be cute, but may also be unpredictable and caution should be observed at all times. Items found in Australia, such as rocks, soil, plants, marine items etc. belong in Australia. It is illegal to remove items without prior permission or consent from the appropriate authority.

“Take only photos with you – and leave only footprints behind”.

DATA PROTECTION

We will retain all personal information about the passengers, which you provide to us. We may need to pass this information on to others such as our suppliers, and it may also be provided to government and enforcement agencies, public authorities such as customs and immigration, if required by law. This may involve sending personal information between different countries. You hereby agree to have passengers personal data transmitted (to the extent necessary) for the purposes set out herein.

CONTACT DETAILS:

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