



# TERMS AND CONDITIONS

Please read these Terms & Conditions carefully. All bookings are made with Overland Travel Adventures (ABN 630 053 211 60) (referred to as "OTA" in these booking conditions), and OTA accepts bookings subject to the following conditions:

## 1. MAKING A BOOKING

To confirm the booking OTA requires a fully completed "Client Information Form", a non-refundable deposit of 20% of the tour cost, and your signature on the mutually-agreed itinerary and these Terms & Conditions.

A booking is accepted on the date OTA receives the deposit and the signed itinerary. It is at this point that a contract between OTA and the Client comes into existence. Before your booking is confirmed and a contract comes into force, OTA reserves the right to decline any booking at their discretion. No employee of OTA other than a principal has the authority to vary or omit any of these terms or promise any discount or refund.

It is your responsibility as the customer to check the accuracy of your booking and travel dates on receipt of your travel documents.

### 1a. Deposits

A deposit equivalent to 20% of the tour cost in Australian Dollars or US Dollars is due 30 days before the tour begins. The amount will be based on the prevailing exchange rate at that time and the price may change during the itinerary development process due to exchange rates. OTA reserves the right to adjust the price due to currency exchange rate fluctuations, government action, taxes, or amendments to itineraries (e.g. increases in transportation costs, hotel accommodation charges or local guide costs) beyond the control of OTA. However, the tour price is guaranteed on payment of the deposit.

### 1b. Final Payment

Final payment of the balance is due on day one of the tour and your booking will be cancelled if full payment is not received by the due date, in which case your deposit will be forfeited. The balance should be paid in US Dollars.

## 2. REFUND

No refunds will be made for any tours, meals, accommodation, sightseeing, transfers, or any other services included in the tour cost, which you did not utilise, should you choose voluntarily to not use the service, if you decide to leave the tour early or should OTA be unable to provide the service for reasons beyond its control. Any refund due for any service booked and paid for, but not provided, will be made by OTA after the completion of your OTA travel services.



# TERMS AND CONDITIONS

## 3. PASSPORTS, VISAS AND VACCINATIONS

You will require a valid national passport as well as appropriate visas, permits and certificates for your journey. Please make sure that your passport is valid for at least six months from date of travel, and there are enough blank pages left in the passport for visas (generally one page per country). It is solely your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited; please refer the supplied country information for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

It is your sole responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the tour. Information about these matters is given in good faith but without responsibility on the part of OTA.

## 4. INSURANCE

Travel insurance is not included in the tour cost and should be taken out at the time of booking. OTA will not be responsible or liable for any injury suffered or loss of or damage to baggage or any of the tour participant's belongings incurred in any way arising from or occurring during your journey. Comprehensive travel insurance is **compulsory** for all tours and should include medical expenses, emergency repatriation, personal accident and death with a recommended minimum coverage of US\$200,000 for each of category of cover. OTA also strongly recommends travel insurance that covers cancellation, loss or damage of personal baggage/belongings and money, curtailment and personal liability. You must provide proof of your travel insurance on the first day of your trip. OTA reserves the right to require you to leave the tour in the event that you have not secured the appropriate cover (see the General Information document for further details of appropriate cover).

## 5. AMENDMENTS TO BOOKINGS

If you wish to change your booking in any way, OTA will make every reasonable effort to accommodate changes and additional requests. However, a USD\$50 change fee per person will apply if the change is less than 30 days prior to the tour start date (in addition to any charges levied by hotels, local guides or airlines).

Transfers of your booking to a third party are only permitted where the transferee meets all the requirements in relation to the trip (see Clauses 9a and 9b).

While OTA endeavours to operate all trips as described, OTA reserves the right to amend any tour itinerary due to force majeure, changes in local conditions, or



# TERMS AND CONDITIONS

any other reason that OTA in its absolute discretion may determine. You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. If an amendment to the tour itinerary is necessary, OTA will provide similar tour inclusions. All tour itineraries are subject to minor change and it is understood that the route, schedules, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events

Where such amendments are major (25% or more of the tour content is changed, or a price surcharge greater than 15% of the quoted tour cost is required) OTA will inform you as soon as reasonably possible, if there is time before departure. If the amendment is known before the tour commences, you will be offered the opportunity to accept the change, transfer to an alternative date, or cancel within 14 days of notification of the amendment with a full refund of any monies paid to OTA for the tour.

OTA otherwise disclaims any liability to you for the costs of airfares, visas, vaccinations or any other expenses incurred by you as a result of any amendment or change to the tour itinerary. If, during the operation of the tour and for reasons beyond the control of OTA, it becomes advisable to change, amend or alter an itinerary, including the start or finish city of the tour, OTA may do so in its absolute discretion and any additional costs incurred in these changes will be the responsibility of the traveller.

## **CANCELLATION – BY TRAVELLER**

Once your booking has been confirmed, OTA will only accept cancellations in writing. In the event of cancellation before the deposit is received, no fees apply. The deposit will be forfeited if you cancel within 30 days of the tour commencement.

Note: The cancellation fee applies to tour services only. Different cancellation charges will apply to airline tickets depending on the carrier being used. Depending on the reason for your cancellation, some of these cancellation charges may be recoverable under your insurance policy. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. No refunds will be made should you choose to leave your tour early or choose not to utilise any of the included services.

## **6. CANCELLATION – BY OTA**

OTA reserves the right to cancel any tour (before tour commencement) due to force majeure, health concerns, war, or threat of war, civil unrest, acts of terrorism, strikes, industrial disputes, natural disaster, political instability or any other reason outside the control of OTA that OTA in its absolute discretion may



# TERMS AND CONDITIONS

determine. In such circumstances you can transfer amounts to be paid to an alternative departure date or alternatively a full refund of the tour price paid will be made and this will be the full extent of OTA's liability. If a tour is cancelled for reasons other than force majeure, a full refund of monies paid will be made. In addition OTA will offer to you a 10% reduction in the price of an alternative tour.

OTA otherwise disclaims any liability to you for the costs of airfares, visas, vaccinations, travel insurance excess or any other incidental expenses incurred by you as a result of any tour cancellation.

## 7. PHOTOGRAPHY AND RECORDINGS

When on tour, employees, agents and/or other travellers of OTA may from time to time take photographs or make recordings of you and tour activities that may identify you. OTA reserves the right to use any and all photographs and/or recordings made on tour for promotional reasons in printed materials, on the internet or other media. In using such images, OTA undertakes not to reveal your name, contact details or other personal information. You consent to the use of such images or recordings by OTA and you acknowledge that you will not be entitled to payment or other compensation for the giving of consent or for the use of such images or recordings. OTA may keep such images or recordings of you on record.

## 8. YOUR RESPONSIBILITY

### 9a. Your Health & Fitness

It is your responsibility to ensure that you have a suitable level of fitness to undertake the journey of your choice and that you have received required vaccinations. You should also seek the advice of your doctor or travel health specialist regarding the specific health recommendations for travel to the countries and regions visited on your tour. You must inform OTA of any medical condition that may prevent your full participation in the tour.

If OTA or your tour leader considers you medically unfit to undertake a tour or should your medical condition deteriorate during the tour, to an extent where you are no longer able to fully participate in the tour, then you will be required to leave the tour. No refund will be made for any unused services in such an event.

OTA reserves the right at any time to insist on a current medical certificate stating that you are fit to travel, and may refuse carriage if a satisfactory certificate is not supplied. Any decision to exclude a passenger for any reason will be made by OTA without any further recourse. When joining a tour you accept the authority of the tour leader.



# TERMS AND CONDITIONS

## **9b. Travellers who need special assistance**

You must report any disability before the itinerary is finally agreed. OTA will assist the special needs of less mobile travellers, but is not responsible in the event it is unable to do so. We regret that we cannot provide any personal assistance to a tour participant during the tour, so a qualified companion must accompany travellers who need such assistance, who must take total responsibility for the participant on the whole tour.

## **9c. Travelling with children**

All travellers under the age of 18 must be accompanied by an adult who is responsible for the child's day-to-day care.

## **9c. Complaints**

If you have a complaint about any aspect of the travel arrangements, then you must bring it to the attention of the tour leader or OTA directly at the time in order that they can attempt to rectify the matter. Failure to notify the tour leader or OTA immediately may adversely affect your claim to compensation. If the problem is not solved to your satisfaction you must forward your complaint in writing to OTA (address below) no later than 28 days after completion of the tour. This will enable OTA to make a timely investigation. OTA will not be liable for any claims made 28 days after the tour completion.

## **9d. Health & Government Travel Advisories**

It is your sole responsibility to inform yourself of the prevailing travel advisories and information issued by the government of your country regarding the risks and associated precautions (including health) related to travel to the countries and regions visited on your tour. Health advice is available from travel health specialists and international bodies such as the World Health Organisation. OTA will not be responsible for advising you of such travel advisories or of any changes that occur to such travel advisories or of any changes that occur to such travel advisories prior to departure of the tour. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel.

## **9. OPTIONAL ACTIVITIES**

When on tour, you may be offered the opportunity to engage in optional or non-itinerary activities. Optional activities not included in the trip price do not form part of the trip or this contract. You acknowledge and agree that such activities may be inherently risky and OTA will not be responsible to you for any loss, damage, injury, accident that may occur as a result of your participation therein.



# TERMS AND CONDITIONS

You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render OTA liable for them in any way.

## 10. RESPONSIBILITY

You understand, and accept, that when joining a tour with OTA, the level of services in the countries or regions to be visited including, but not limited to, medical facilities, accommodation, transportation and communication will be lower than those you would expect at home, or in more traditional holiday destinations. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in your daily life. You acknowledge that this can increase your personal risk, and you accept this risk. OTA shall not be liable for any loss or damage arising out of a matter over which it has no control including, without limitation, war or threat of war, riots, civil unrest, terrorist activity, natural disaster, weather conditions, fire, flood, industrial disputes, government action, hazards of travelling in developing areas, travel by boat, train, automobile or other means of transportation, accident or illness in remote regions without means of rapid evacuation or medical facilities or the reasonable apprehension of any of the foregoing. OTA will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that OTA will use its best efforts to ensure that adequate measures are taken.

OTA is responsible to you in operating the tour outlined in the mutually-agreed itinerary, including transportation, sightseeing, and accommodation. We use information from government foreign departments and reports from our own contacts in assessing whether an itinerary should operate.

Any legal proceedings against OTA must be commenced within one year following the date of tour completion. OTA shall not in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages.

## 11. DEEMED CONSENT

By commencing your tour you are deemed to have agreed and consented to all terms in these Terms and Conditions and in any other documents provided to you by OTA or any other person who may have booked the tour on your behalf. If you book on behalf of another party, you represent and warrant to OTA that you are duly authorised to provide the agreement and consent the other party and you agree to indemnify OTA for any breach of warranty in this regard.

## 12. INCLUSIONS

The price of your trip includes:



# TERMS AND CONDITIONS

- All accommodation as listed in your itinerary
- All transport as listed in your itinerary
- Sightseeing and meals as listed in your itinerary
- The services of a driver/tour leader as described in your itinerary
- Airport transfers

## 13. ITEMS NOT INCLUDED IN THE TOUR PRICE

- Passports
- Visas
- Vaccinations
- Tips to local guides and drivers
- Travel insurance
- Unscheduled meals
- Beverages
- Laundry
- Travel from any place to departure city
- Optional activities
- All items of a personal nature

## 14. ERRORS & OMISSIONS

Although OTA has made a concerted attempt to verify the accuracy of statements made in our trip documentation including website and trip dossier, we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

## 15. SEVERABILITY

In the event that any term or condition contained in these Terms & Conditions is unenforceable, or void by operation of law, or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract, or amended accordingly, only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## 16. PRIVACY POLICY

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip. We will otherwise treat your details in accordance with our privacy policy.

## 17. OTHER



## TERMS AND CONDITIONS

By paying your deposit you acknowledge and agree that you have read, understood and agree to all related 'terms and conditions'. You also confirm that you have advised OTA of any disability or condition which may prohibit your full participation.

**Tolerance and consideration:** When joining our journeys you will be expected to accept the cultural sensitivities of the places visited. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with OTA's responsible travel guidelines.

**Luggage:** Please only bring what you can carry. Do not bring oversize suitcases or bags.

You acknowledge that you act on behalf of all travellers included on this booking and that you have informed them of their obligations under these conditions.

These conditions cannot be varied or altered or waived by any servant, agent or representative of OTA or any other person providing services on the tour.

Overland Travel Adventures (ABN 630 053 211 60) is the registered trading name of Tracey Bell.

Office Address:  
10 Inga Street  
Burwood East  
Victoria  
AUSTRALIA 3151