

# TERMS AND CONDITIONS

These **TERMS AND CONDITIONS** are to be read in conjunction with and deemed to form part of the **TOUR BOOKING FORM**. This form must be signed by you prior to enable your booking in the tour described herein. The conditions form part of your offer to WEA and of your contract with WEA. Please read them carefully.

## 1. TOUR FEE

- 1.1 Subject to condition 9, the cost of the tour shall be as published in the tour brochure and booking form which is hereafter called 'the tour fee'.
- 1.2 The prices quoted in this brochure are in Australian dollars and are based on the rates of exchange at the time of costing of the tour. Prices are subject to change due to international currency fluctuations and other factors beyond our control. Airline taxes will be additional to the tour fee and will be added to the final invoice. As this tour is sold as a package tour, no itemisation of costs can be given. Economy Class air travel is utilised. All charges are subject to a final audit.

## 2. DEPOSIT

- 2.1 Upon booking, a deposit shall be paid immediately to WEA.
- 2.2 The deposit will not be accepted unless it is accompanied by a completed **TOUR BOOKING FORM**.
- 2.3 After acceptance by WEA of your booking, the deposit **WILL NOT** be refunded by WEA under any circumstances.
- 2.4 **A deposit may not be transferred to another WEA tour.**
- 2.5 We strongly advise that travel insurance be taken out on payment of your deposit to avoid unnecessary losses.

## 3. CONFIRMATION OF BOOKING

- 3.1 Upon receiving the **TOUR BOOKING FORM** and the deposit, WEA will confirm in writing the acceptance or non-acceptance of the booking – Booking Confirmation Receipt.
- 3.2 It is only upon the confirmation of acceptance of the booking that a contract shall come into existence.
- 3.3 The date of formation of acceptance of the contract and the acceptance of the booking will be the date shown on the Booking Confirmation Receipt of acceptance to be issued by WEA.
- 3.4 WEA reserves the right to refuse to accept any booking and shall not be bound to give any reason for its refusal.
- 3.5 Where possible the WEA will attempt to match singles wishing to share, however, this cannot be guaranteed and the single supplement will apply should no match be possible.

## 4. PAYMENT OF BALANCE

- 4.1 The balance of the tour fee shall be paid by the close of business on the date stated in the tour brochure at the offices of WEA at 223 Angas Street, Adelaide 5000.
- 4.2 Bookings in relation to which payments are received by WEA after that date may or may not be accepted by WEA at its absolute discretion.
- 4.3 For International tours airline taxes will be added to your balance due fee.
- 4.4 Airport departure taxes are not covered by WEA Travel.

## 5. EFFECT OF NON-PAYMENT OF BALANCE

- 5.1 Both non-payment of the balance of the tour fee by the due date and non-acceptance by WEA of a late payment of the balance of the tour fee will result in:  
The forfeiture of the deposit paid by you; and

- 5.2 Cancellation of your booking so that there shall thereafter be no further contractual relationship whatsoever between you and the WEA.

## 6. CANCELLATIONS

- 6.1 Cancellations will be accepted after your deposit and booking is confirmed. Where early payment has been paid prior to the balance due date, a refund of the amount paid less the deposit will be provided.
- 6.2 No cancellation of any nature whatsoever will be accepted after the payment of the balance of the tour fee, 100% will be forfeited.

## 7. CANCELLATION OF TOUR BY WEA – REFUND OF MONEY

- 7.1 WEA may, at its discretion, cancel the tour prior to the date of commencement thereof. Upon your request the WEA will provide reasons for its decisions to cancel the tour.
- 7.2 WEA shall be entitled to cancel the tour after its commencement if, in the opinion of WEA or the Tour Leader:
  - (i) the continuation of the tour would for any reason jeopardise the safety of the participants
  - (ii) the continuation of the tour would for any reason make the tour financially burdensome to WEA or the Tour Leader
  - (iii) the continuation of the tour would for any reason violate any law or direction of any government authority and the re-routing of the tour is impracticable

- 7.3 Upon cancellation of the tour, WEA will repay to you in full any monies paid by you pursuant to this contract to the extent that they have not been paid by WEA to third parties.

- 7.4 WEA shall not be bound to seek to recover monies paid by WEA to third parties, but if indemnified by you, will lend its name to an action for the recovery of moneys against such third parties.

## 8. CHANGES TO STANDARD TOUR

- 8.1 Any changes or extensions to the WEA Tour travel arrangements must be in writing at **least two weeks before** final payment date. An Administration Fee of **\$100** will be incurred for **each** change.
- 8.2 No changes will be pursued if any variations to the standard tour cannot be confirmed by the airline at the time of final payment.

## 9. VARIATION OF TOUR FEE

- 9.1 The tour fee has been calculated based on fees, fares and costs current as at the time of publication.
- 9.2 Increases in fees, air fares and other tour costs of any nature whatsoever which occur at any time before the commencement of the tour are at your risk and will be passed on to you.
- 9.3 Increased fees, fares and costs being demanded are payable by you on the date advised by WEA.
- 9.4 In the event of failure by you to pay increased fees, fares and costs by the date advised of demand being made for the same by WEA, you will be deemed to have cancelled your booking and Clause 5 shall apply.

**10. VARIATION OF TOUR**

- 10.1 WEA reserves the right to change the itinerary of the tour:
- (i) when required to do so by events outside its control; or
  - (ii) if it or the Tour Leader is reasonably of the opinion that the change or changes are in the best interest of the participants of the tour.
- 10.2 No compensation shall be payable to you by WEA as a result of such changes.

**11. THIRD PARTY LIABILITIES**

- 11.1 All travel arrangements in relation to the tour (including arrangements for the issuing of tickets and the making or arrangements with travel agents, hotels, airlines, bus companies, railroad companies and other third parties) are made by WEA as your agent and not as agent for any third party.
- 11.2 Accordingly, WEA is not liable for any act, omission or default of any such third party (whether negligent or amounting to a breach of contract by the third party or otherwise) nor is it responsible for any loss, damage, or injury caused by any such third party.
- 11.3 In addition, you are subject to any conditions imposed by the third party on the tour arrangements.

**12. TRAVEL INSURANCE**

- 12.1 All tour participants **MUST TAKE OUT** personal travel insurance to cover the costs and effects of personal injury, property loss or damage, tour delays and cancellations (including cancellations before the tour commences), repatriation and all other risks against which international travellers usually insure.
- 12.2 WEA will require production of the insurance policy no later than the date of final payment of the tour.
- 12.3 If you are unable to show to the satisfaction of WEA that such insurance has been issued to you, you will not be permitted to commence the tour.
- 12.4 In that event, you will not be entitled to a refund of any monies paid by you to WEA pursuant to this contract.
- 12.5 We strongly advise that travel insurance be taken out on confirmation of your booking by WEA to avoid unnecessary losses.

**13. EXCLUSION CLAUSE**

- 13.1 WEA does not accept any liability or responsibility for:
- (i) any loss, accident or delay however caused whether prior to, during or subsequent to the tour; or
  - (ii) loss or damage caused to you or your effects caused
    - a. by the acts or omissions of its employees, whether negligent or involving a breach of contract or otherwise
    - b. by the acts or omissions of any nature by any third party.
- 13.2 Without in any way limiting the generality of the foregoing, WEA shall not be responsible for any injury or loss caused by political disputes, border closures, refusal of visas, industrial action, delayed transport, effects of climate, war, natural disaster or other events beyond the control of WEA.

**14. NECESSARY TRAVEL DOCUMENTS**

- 14.1 You are responsible for ensuring that all necessary travel documents e.g. passport, visas, certificates of vaccination (where and if required) are current, valid and effective.

**15. AUTHORITY OF TOUR LEADER**

- 15.1 At all times before and after the commencement of the tour, the decision of WEA's expedition or Tour Leader or

representative will be final on all matters pertinent to the safety and well being of the tour participants.

- 15.2 You must at all times strictly comply with the laws, customs and currency and drug regulations of all countries visited. Should you fail to comply with any such law, custom or regulation or should you interfere with the well-being of the group, WEA's Tour Leader or WEA representative may order you to leave the tour and in that event you will have no right to any refund from or any other recourse against the WEA.

**16. DISCLOSURE OF MEDICAL CONDITIONS**

- 16.1 You are required to make full and true disclosure to WEA of all ailments and physical or psychological impairments of which you are aware that may affect in any way your ability to undertake the tour without endangering your health, or the health or safety of other tour participants or the orderly progress of the tour.
- 16.2 The WEA may at its discretion request a medical report from a medical practitioner nominated by the WEA concerning your physical and or psychological medical condition. The reports will be provided to the WEA at your cost. Upon production of the report the WEA may, at its discretion, terminate your enrolment. Upon termination in these circumstances, the WEA is not bound to provide a reason for that termination. If your enrolment is terminated in these circumstances the WEA will (except where the tour is cancelled) fully refund to you all monies paid by you pursuant to this contract.

**17. EFFECTS OF ACTING ILLEGALLY**

- Should you act in any way contrary to the laws of Australia or any other country during the course of the tour; you do so at your own risk and the WEA is not obliged to provide legal or other assistance to you.

**18. LAWS OF SOUTH AUSTRALIA**

- This contract is subject to the law of South Australia and is to be interpreted in accordance with that law. The parties shall submit to the jurisdiction of the Courts.



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