

# BLUE DOT TRAVEL TERMS AND CONDITIONS, 2011

## A. BOOKING CONDITIONS

### 1. How to Book

A deposit and completed booking form should be sent to Blue Dot Travel. Balance becomes due 60 days prior to departure. If the balance is not paid by the due date, we may regard the booking as cancelled.

### 2. Tour Cancellations

Cancellation must be notified in writing to our office. If cancellation is received more than 60 days prior to departure, the deposit will be forfeited. If cancellation takes place between 60 days and 31 days before departure a fee of 50% of the total booking cost will be charged. If 30 days or less remain before departure 100% of the tour cost will be charged. [Depending on the reason for cancellation, these charges may be recoverable under your travel insurance policy.]

Should there be too few people booked for any Tour, we reserve the right to cancel that Tour no later than 60 days before scheduled departure. In this event, a full refund will be made, and Blue Dot Travel will not be liable for any claims made or any additional costs incurred by you. Upon commencement, no refunds will be made for any reason, for unused section(s).

If Blue Dot Travel is forced to cancel any Tour due to factors beyond its control, such as civil unrest, natural disaster or other emergencies in the areas to be visited, in the period just prior to departure when Client Trust funds have, or could reasonably be expected to have been expended on purchasing elements of the Tour, i.e. domestic and international flights, hotel accommodation inter alia, then Blue Dot Travel will refund all monies that can be recovered from the recipients of those expenses, this being the limit of its obligations.

### 3. Insurance

Personal travel insurance is not included in the tour price. Every effort is made to ensure the safety of all participants. However, we insist that you take out a personal travel Insurance policy as a condition of us accepting you on the tour.

### 4. Itinerary Changes

We reserve the right to vary the itinerary, resorts, overnight hotels and forms of transport should any conditions make it necessary to do so, we will provide alternative services as close as possible to those listed. Wherever possible we shall advise you of such changes prior to departure, however we accept no responsibility for any alterations made for any reason, or for any associated loss or damage. If any additional expenses are incurred through delays, accidents, or disruption of planned itineraries because of force majeure or considered advisable by our principals, such expenses are to be borne by you. It is possible that a route change could be necessary due to inclement weather, political restrictions or any other cause. Route changes will always be at the discretion of the group leader and the responsible agency. We will not be responsible for postponement or delay caused by delayed flights or schedule changes at any point in tour. No refund will be available in the event of any route or itinerary changes.

### 6. Smoking

Smoking is prohibited on coaches, however, regular comfort stops are made when travelling. Particular seats on coaches cannot be booked - seats are rotated daily.

### 6. Costs

We reserve the right to amend our prices, without notice, at any time up to and including the day of departure of any tour in the event of exchange rate fluctuations, increases in fuel costs, airport charges, airfares or increase in other service provider's fees.

### Items not included in our costs

- Visa and passport charges unless advised otherwise.
- Airport departure or landing taxes
- Laundry, postage, personal clothing, medical expenses, personal travel insurance and all items of a personal nature
- Mountain, road or river rescue or any other emergency evacuation charges.
- Expenses incurred as a result of illness and any other unforeseen situations and events.

- Expenses incurred in cases of personal liability, injury or death if you have been participating in optional activities.
- Excess baggage charges.
- Loss incurred by rerouting, cancellation, inclement weather, floods, famine, political disruptions, strikes, riots and other disturbances.
  - Meals not stipulated in the itinerary

## B. DISCLAIMER BY BOOKING AGENT

(Blue Dot Travel, ACN 065 953 335)

1. These booking conditions cannot exclude the provisions of the Australian Trade Practices Act or of any relevant State Act.

2. Under these Acts Blue Dot Travel is required to provide services to you with due care and skill and to provide services which are reasonable for a particular purpose if you have made that purpose known. The Acts provide a right to compensation in appropriate cases.

3. Blue Dot Travel gives notice that it acts as agent only for our tours, and of all other persons and companies who provide the services outlined in this dossier and in connection with any tour for which you book and that this contract is between the applicant and ???

4. Blue Dot Travel warrants that its services as a tour retailer and booking agent will be rendered with due care and skill.

5. Blue Dot Travel does not state that the route suggested or recommended in this dossier for any tour is the best or more suitable from any particular point of view.

6. Any maps in the dossier and other documents are for information only, and may not necessarily show the exact routings.

7. In promoting the tours outlined in our dossiers Blue Dot Travel acts as agent for each travel supplier and their associated companies and contractors and therefore:

- all tours outlined in this dossier, and all tickets, vouchers and documents issued by Blue Dot Travel are subject to the terms and conditions of the persons and companies for whom Blue Dot Travel are agents
  - all tickets and coupons or vouchers issued by Blue Dot Travel and all arrangements for transport or conveyance or accommodation, are made by Blue Dot Travel as agents for such others persons and companies and are made at your request on the express conditions that Blue Dot Travel shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned whether by reason of defect in any vehicle or mode of transportation, or through the acts or default of any company or person engaged in carrying passengers or in carrying out the arrangements of the tour or otherwise in connection with the tour or of any provider of any accommodation to provide any facility normally available.
  - Blue Dot Travel is not responsible for any default, omission, negligence or other act of our suppliers and the contractors associated with them.
  - Blue Dot Travel is not responsible for losses or additional expenses due to delays or changes in transportation services, other services, sickness, accident, injury, weather, strikes, war, civil unrest or disturbance, riots, quarantine or other causes.
8. These terms and conditions cannot be altered or waived by any servant, agent or representative of Blue Dot Travel or of any person providing services on the tour.