

BLUE DOT TRAVEL TERMS AND CONDITIONS August 2017



By making a booking and paying your deposit you accept the following booking terms and conditions.

A. BOOKING CONDITIONS

1. How to Book

To secure your place on a tour, a deposit and completed booking form should be sent to Blue Dot Travel. Balance of payment becomes due 60 days prior to departure. If the balance is not paid by the due date, we may regard the booking as cancelled. If flights are not booked on a group fare basis, then an interim payment will be required within 7 days of notification. On occasions, you may be asked to pay for certain aspects of the tour prior to final payment. An example may be a cruise component within our overall program.

2. Single supplement

A booking may be accepted on a share room basis on the condition that the person requesting the share reservation agrees that we accept no responsibility for any incompatibility between the persons sharing and no guarantee is given that a share room will be available. If not available, at the time of final payment you agree to pay the single supplement. If you choose to pay a single supplement for a tour and on an occasion due to non availability, a single room cannot be provided, a refund will be made for any night that a single room was not available.

3. Compulsory Travel 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.*** Each traveller is responsible for ensuring they have the correct level of cover for their individual circumstances.

It is the traveller's responsibility to check that your insurance policy (especially those offered by your credit card company) covers you comprehensively for the entirety of the tour you have booked on.

Your travel insurance must be in place before airline bookings are made. In the event of cancellation after flights have been booked, any airfares paid by Blue Dot Travel may be forfeited. You may be entitled to a refund of some or all the airfare depending on the airline's cancellation policy, or you may be able to claim this on your travel insurance.

4. Discounts

Early bird discounts, if offered, cannot be used in conjunction with any other discount applied.

5. Client responsibilities

The client acknowledges and agrees that the tours offered by Blue Dot Travel may be adventurous in nature and that he or she travels at his/her own risk. A minimum level of fitness is required to be able to participate on a Blue Dot Tour. You must be able to walk at least 500 metres at a reasonable pace without requiring a stop, and be able to walk up three flights of stairs unassisted. It is the client's own responsibility to obtain and maintain any appropriate travel documents, eg, a valid passport, any valid visas, permits, vaccination certificate or the like. The client has the obligation to disclose any pre existing medical condition or allergies to Blue Dot Travel when booking the tour and the company reserves its right to refuse a booking with a client suffering from any such condition.

6. 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 along with any other prepaid portions of your tour such as cruise deposits. 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]. If less than 10 people are booked on any tour, the trip may proceed without a host accompanying the group. This will be at the discretion of Blue Dot Travel. An in-country guide will still be provided in these circumstances. 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 of the trip, no refunds will be made for any reason, for unused section(s). If Blue Dot Travel deems it to be appropriate 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 among other things, then Blue Dot Travel will refund all monies that can be recovered from the recipients of those expenses, without entering into any legal dispute, this being the limit of its obligations.

Blue Dot Travel is only obliged to cancel a tour if the Australian Department of Foreign Affairs & Trade issue a travel warning stating Do Not Travel.

7. Itinerary Changes

We reserve the right to vary the itinerary, accommodation and forms of transport should any conditions make it preferable, appropriate or 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 if it 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 including hotel accommodation.

8. Costs

We reserve the right to amend our prices for any tour, without notice, at any time up until final payment has been made by you, in the event of exchange rate fluctuations, increases in fuel costs, airport charges, airfares or increase in other service provider's fees. It is the travellers duty to ensure they have checked the most up to date travel itinerary prior to the tour departure. On occasions we may be booking special cruises, ferries, expedition ships or internal flights which require larger advance payments, in which case you will be advised. All prices are quoted in Australian dollars and must be paid in Australian dollars.

Items not included in our costs

- Your personal travel insurance (which is compulsory)
- Tourist visas
- Special fees/taxes incurred by local governments and airlines
- Transfers not included on the Group's itinerary, for example when you arrive separately from a different destination or using different airline
- Domestic Australian transfers unless specified on the itinerary
- Seat preferences where additional cost applies
- Laundry, postage, personal clothing, medical expenses, 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
- Alcoholic drinks and other beverages
- Tips to guides, drivers or service personnel on tour
- Photography fees (where applicable)

9. Blue Dot Travel's rights

Blue Dot Travel reserve the right to exclude a client from any tour if they fail to comply with our fair and sensible instructions while on tour, if they prevent other clients' enjoyment of a tour, if they jeopardise the safety of other clients, if they engage in illegal or undesirable behaviour, or if they become a danger to themselves or other clients. If this happens, the client will not be entitled to a refund and Blue Dot Travel will not be responsible for any expenses that the traveller may incur if they are excluded from a tour for any of these or other unforeseen reasons.

10. Consumer Claims

If a problem occurs while you are away, it is essential and most practical to try to resolve it locally with the guide, host or provider. If you are unhappy with your hotel room please inform the Duty Manager so the situation may be rectified on the spot. If you have any other complaint please advise us promptly so that we can attempt to resolve the matter. If you fail to take these steps any claim for compensation may be reduced or denied. If you have an unresolved complaint this must be put to us in writing advising details of the efforts, if any, that were made with the local operator to resolve the issue. Please send this with supporting documentation within 30 days of return to Australia. No claim made after this period will be considered.

11. Photo competitions

If you provide us with a photo from the tour in relation to our on-tour photo competitions, you are providing us to use the image in our newsletters, website, social media sites and other promotional material. This is a condition of entry to our on-tour photos competitions.

12. Social Media

From time to time, usually whilst on tour, Blue Dot Travel will post photos to the Blue Dot Travel Facebook page and other Blue Dot Travel social media websites. The photos may include images of individuals and groups of individuals who are on the tour. These are available for anyone to see when they log in to the Blue Dot Travel Facebook or relevant social media site page. Should you not wish to have your photo posted on any of these social media sites, you must advise us on or before departure of the tour. Otherwise, we cannot take responsibility for your image being posted.

B. DISCLAIMER BY BOOKING AGENT (Blue Dot Travel, ACN 065 953 335, Licence No 2TA004048)

1. These booking conditions cannot exclude the provisions of the Competition & Consumer Act 2010 or of any relevant State Act or Australian Consumer law.
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 itinerary and in connection with any tour for which you book and that this contract is between the applicant and the in country operator.
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 the itinerary for any tour is the best or more suitable from any particular point of view.
6. Any maps in the itinerary and other documents are for information only, and may not necessarily show the exact routings.
7. In promoting the tours outlined in our itineraries Blue Dot Travel acts as agent for each travel supplier and their associated companies and contractors and therefore:
 - all tours outlined in this itinerary, 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 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.