

# BLUE DOT TRAVEL TERMS AND CONDITIONS

As at May, 2019.



Go somewhere different

## 1. Booking and payment terms

To register your interest in a tour, a non-refundable deposit of \$250 and a completed booking form must be received and acknowledged by Blue Dot Travel (BDT). On most tours at around 9 months out from tour departure, we will require a non refundable progress payment of \$2,000. Your final payment becomes due 75 days prior to departure.

On certain tours we may be required to book special cruises, ferries, expedition ships, pre-paid entrance fees, special permits, internal flights, etc which may require an additional payment, in which case you will be advised when we accept your booking. Flight class upgrades require payment at the time of booking. If payments are not paid by the due date, the booking will be considered cancelled.

Higher deposit payments are required for late bookings – please refer to your consultant at the time of booking. A guarantee of full payment is required at the time of booking for all bookings received within 4 weeks of departure. Where the advertised price for the tour includes flights, it is based on all bookings being made more than 90 days prior to departure. Bookings made less than 90 days before departure may incur additional costs due to seat and fare availability.

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 traveller's duty to ensure they have checked the most up to date travel itinerary prior to the tour departure. These are available on our website.

All prices are quoted in Australian dollars and must be paid in Australian dollars. For payments by credit card we add 1.1% to cover merchant fees. No credit card fee is applied to your \$250 deposit.

## 2. Single supplement/Sharing accommodation

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. Regardless, 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 due to non-availability of a single room at one or more destinations, a single room cannot be provided, a refund for the single supplement component will be made for any night that a single room was not available. A single supplement means you will receive a room by yourself. The size of the room may (or may not) differ to that of a standard twin or double room.

## 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. You must read your travel insurance PDS with an emphasis on what is and what is not covered. Your travel insurance must be in place before your first instalment is made. In the event of cancellation after flights have been booked, any airfares or other non-refundable interim payments made to BDT, will be forfeited. You may be able to claim this on your travel insurance depending on the circumstances.

## 4. Discounts

Any early bird discount offered, cannot be used in conjunction with any other discount applied such as a "regular customer" discount.

## 5. Client responsibilities

The client acknowledges and agrees that the tours offered by BDT 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 BDT. You must be able to walk at least one thousand metres at a reasonable pace

without requiring a stop, be able to carry at least your own bags and be able to walk at least 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 an obligation to disclose to BDT any pre-existing medical condition or allergies when booking the tour and the company reserves its right to refuse a booking with a client suffering from any such condition. The client also has an obligation to carry their own medical needs including legal prescription medicines and basic medical kit.

For client's choosing to make land only bookings with BDT, the client will have sole responsibility for managing their own flights and changes to these flights before and whilst on tour including all necessary transfers, hotels etc. BDT does not accept any responsibility for any loss, delay or additional expenses incurred in a delay in joining the tour. Further, Blue Dot Travel cannot arrange/book transfers from airports to hotels and visa-versa when the client has booked their own flights.

## 6. Tour amendments and cancellations

Amendments and cancellations must be notified in writing to our office. If you cancel any or all portions of the tour, cancellation costs will apply. Any portions of the tour which Blue Dot has already prepaid are non-refundable and non-transferable. If you ask us to make an amendment to your flights after they are booked airline penalties will apply, depending on the flight class. BDT may also charge a \$150 admin fee over and above the airline penalties. We strongly advise you take out cancellation insurance at the time of booking which may cover cancellation costs.

If written cancellation is received:

- More than 75 days before departure, then the non-refundable deposit and progress payment will be forfeited along with any other prepaid portions of your tour such as special cruises, ferries, expedition ships, pre-paid entrance fees, special permits, flights, etc.
- Between 75 and 31 days before departure, a fee of 50% of the tour cost, less any non-refundable monies paid.
- 30 days or less before departure, 100% of the tour cost will be forfeited.
- Depending on the reason for cancellation, these charges may be recoverable under your travel insurance policy.

### Example of cancellation costs at 60 days

Tour cost	\$10,000
Deposit paid (non-refundable)	\$250
Progress payment paid (non-refundable)	\$2,000
Balance of tour cost	\$7,750
<b>Tour refund at 50%</b>	<b>\$3,875</b>

Upon commencement of the trip, no refunds will be made for any reason, for unused section(s). If BDT 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, 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 BDT 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. BDT is only obliged to cancel a tour if the Australian Department of Foreign Affairs & Trade issue a travel warning stating "Do Not Travel".

## 7. Client Numbers

BDT's general policy is to have no more than 16 clients on any tour unless otherwise stated. If less than 10 people are booked on any tour, the trip may proceed without a tour leader accompanying the group. This will be at the discretion of BDT. 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 the tour no later than 90 days before scheduled departure. In this event, a full refund will be made, and BDT will not be

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liable for any claims made or any additional costs incurred by you including but not limited to flights, transfers and permits paid directly by you.

## 8. 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 is considered advisable by our management, 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 local operator. 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.

## 9. Exclusions

### Items not included in our tour costs

- Your personal travel insurance (which is compulsory).
- Any tourist visas required.
- Special fees/taxes incurred by local governments and airlines.
- Transfers not included on the core group's itinerary, for example when you arrive separately from a different destination or using different airline to that booked by BDT.
- Domestic Australian transfers unless specified on the itinerary.
- Seat preferences where additional costs apply.
- 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 un-foreseen 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 unless stated in the itinerary.
- Tips to guides, drivers or service personnel on tour on all 2019 tours. (Note: For all 2020 tours, tipping is included in the tour cost).
- Photography and video fees (where applicable).

## 10. Blue Dot Travel's rights

BDT reserves the right to exclude a client from any tour if they fail to comply with our fair and reasonable instructions while on tour, if they prevent or impede 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 BDT 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.

## 11. Consumer Claims

If a problem occurs while you are away, it is essential and most practical to try to resolve it locally with the tour leader and/or guide or tour 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 tour leader,

guide or 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 save to the extent that the law otherwise provides.

## 12. Photo Competitions

If you provide us with a photo from the tour in relation to our on-tour photo competitions, you are providing us approval 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.

## 13. Social Media

From time to time, usually whilst on tour, BDT will post photos and videos to the BDT Facebook page and other BDT social media sites. These 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 BDT Facebook or relevant social media site page. Should you not wish to have your image posted on any of these social media sites, you must advise us on or before departure of the tour. Otherwise, you are deemed to have consented to the inclusion of any such material.

## DISCLAIMER BY BOOKING AGENT

(Blue Dot Travel, ACN 065 953 335)

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 BDT 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. BDT 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 client and the in-country operator.
4. BDT warrants that its services as a tour direct seller/retailer and booking agent will be rendered with due care and skill.
5. BDT 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 routes.
7. In promoting the tours outlined in our itineraries BDT acts as agents for each travel supplier and their associated companies and contractors, therefore:
  - all tours outlined in this itinerary, and all tickets, vouchers and documents issued by BDT are subject to the terms and conditions of the persons and companies for whom BDT are agents
  - all tickets and coupons or vouchers issued by BDT and all arrangements for transport or conveyance or accommodation, are made by BDT as agents for such other persons and companies and are made at your request on the express conditions that BDT 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.
  - BDT is not responsible for any default, omission, negligence or other act our suppliers and the contractors associated with them.
  - BDT 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 BDT or of any person providing services on the tour other than in writing signed by BDT.