

As at 10 February, 2022.

## 1. Booking and Payment Terms

To register your interest in a tour, a deposit of \$500 and a completed booking form must be received and acknowledged by Blue Dot Travel (BDT). An interim payment of \$2,500 will be payable within 30 days of a booking form being accepted. Your deposit and interim payment are non-refundable. If you are booking business or premium class flights, total payment for these is required when they are ticketed. Your final payment becomes due 90 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. If payments are not paid by the due date, the booking may be considered cancelled.

Higher deposit payments are required for late bookings – please refer to your consultant at the time of booking. Full payment is required for all bookings made 90 days or less from 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 flight seat and fare availability.

## 2. Tour Prices

Blue Dot Travel operates under a “fluid” pricing policy in that costs for a tour may change at any time. We reserve the right to amend our prices for any tour, without notice, at any time up until final payment has been received by us, due to but not limited to exchange rate fluctuations, increases in fuel costs, airport charges, airfares or increase in other service provider’s fees. All prices are quoted in Australian dollars and must be paid in Australian dollars. It is quite possible that individual travellers will have paid a different price to others on the same tour for various reasons including but not limited to the reasons listed above. For payments by Mastercard or Visa we add 1.5% to cover merchant fees. For payments by American Express we add 2.75% fee. Once incurred, any credit card fees are non-refundable.

## 3. 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 at one or more destinations, and 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.

## 4. COVID Vaccination Policy

To minimise the health risk to Blue Dot staff, contractors, customers, guides and the communities we travel to, plus to minimise disruptions whilst on tour, it is mandatory for all our travellers to be fully vaccinated against COVID-19. From December 1, 2021 it is a condition of travel that all travellers on any of our tours – local or international – must be fully vaccinated against COVID-19 with an Australian government approved vaccination within 14 days of tour departure. Further, travellers must provide us with digital proof of vaccination (or paper version) of their vaccination certificate. This certificate can be found on your MyGov or Medicare website or smart phone app. In addition, you must travel with your proof of vaccination with you at all times both locally and overseas as it is most likely that you will need to provide these details to authorities while on tour. Please note that when travelling to any destination in Australia or overseas, it is each individual traveller’s responsibility to satisfy themselves as to the risks associated with COVID-19.

## 5. 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 interim payment is made. In the event of cancellation, please refer to the penalties listed in section 7A and 7B, Tour Amendments, Cancellations and Postponement.

Depending on the reason for cancellation, these charges may be recoverable under your travel insurance policy, please check with your provider.

## 6. Discounts

Due to the effect that Covid-19 has had on the travel industry, we are no longer able to apply any loyalty customer discount to tour costs. We do hope to implement a loyalty program in the future when the industry has recovered from the effects of Covid-19.

## 7. 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 tour. 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.

You agree to carry a mobile device so that the airlines can contact you directly and advise of any cancellations and disruptions regarding your flights.

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 or for flight amendments. Further, Blue Dot Travel cannot arrange/book transfers from airports to hotels and visa-versa when the client has booked their own flights.

It is the traveller’s duty to ensure they have checked the most up to date travel itinerary prior to the tour departure as travel itineraries can and do change frequently. These are available on our website.

## 8. A) Tour amendments, cancellations and postponements by the Traveller

Amendments, cancellations and postponements must be notified to BDT in writing. Any non flight portions of the tour which Blue Dot has already prepaid are non-refundable and non-transferable.

**Amendments** Any booking amendments to the published itinerary made more than 90 days before departure will incur a \$250 service fee. Booking amendments made within 90 days of departure are subject to the cancellation fees outlined below. In addition to this, airfare amendment fees will apply, which are set out by the individual airline.

**Cancellations** If you cancel any or all portions of the tour, cancellation costs will apply. We strongly advise you take out travel insurance at the time of booking. Please note that some airfares carry special cancellation fees, which can be as high as 100% once the ticket has been issued. These fees are charged in addition to our standard cancellation fees. Upon commencement of a trip, no refunds will be made for any reason, for unused section(s).

If written cancellation is received, the following fees apply:

- More than 90 days before departure: Deposits and the interim payments are non-refundable. In addition airfare penalties will apply.
- From 90 to 31 days before departure: Deposits and the interim payments are non-refundable. In addition airfare penalties will apply. An additional fee of 50% of the remaining tour balance applies.
- 30 days or less before departure: booking is 100% non-refundable.
- At any period prior to departure, additional prepaid arrangements carry their own fees and may be non-refundable. This includes, but is not limited to, special cruises, ferries, expedition ships, pre-paid entrance fees, special permits, special flights.

### Example of cancellation costs at 60 days

Tour cost	\$20,000
Deposit paid (non-refundable)	\$500
Interim payment paid (non-refundable)	\$2,500
Airline penalties (example only; will vary per booking)	\$350
Balance of tour cost	\$16,650
<b>Tour refund at 50%</b>	<b>\$8,325</b>

# Blue Dot Travel – *INTERNATIONAL TOURS* Terms & Conditions

As at 10 February, 2022.

**Tour Postponement** Rather than cancelling a tour, travellers have the option to postpone their tour up to 90 days prior to departure, subject to the tour running again within 12 months from the original departure date. Travellers may also transfer to an alternate tour within 12 months departure of the original tour subject to it being a new (not existing) booking. In these circumstances it is most likely that travellers would incur airfare penalties. There may also be tour price increases from one year to the next and tour amendments fees would still apply.

## 8. B) Tour amendments, cancellations and postponements by Blue Dot Travel.

In the event of a Force Majeure, where Blue Dot Travel's contractual obligations become impossible or impracticable to fulfil, due to an event or effect that Blue Dot or our partners could not have anticipated or controlled, we may also amend, cancel or postpone a tour. Factors beyond our control may include (but are not limited to) civil unrest, a natural disaster, epidemics, pandemics or other emergencies in the areas to be visited. Blue Dot Travel is obliged to cancel a tour if the Australian Department of Foreign Affairs & Trade (DFAT) issues a travel warning prior to departure advising "Do Not Travel". The cancellation of a tour due to the DFAT travel warning can be implemented by Blue Dot Travel regardless of the departure date of the tour.

If these circumstances take place prior to departure when client monies 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 less a service fee of \$500 per traveller, without entering into any legal dispute, this being the limit of its obligations. Further, Blue Dot Travel is not obliged to postpone or rerun the tour at an alternate date.

## 8. C) Tour amendments, cancellations or postponements due to Government imposed COVID 19 travel restrictions

If, due to government regulations either in Australia or overseas, borders are closed or travel is prevented due to COVID 19 or any pandemic, your payment to us for any ground operations will be fully refundable at 45 days out or further from departure. Within 44 days out from departure or closer, your payment to us will be held in credit for 24 months until that same tour can proceed. In certain circumstances at Blue Dot's discretion, your funds may be transferrable to a different tour. Refunds at 44 days or closer to departure are not available in any circumstance. These terms relate to Blue Dot's ground operations only and are independent of any terms relating to airline tickets you have purchased or Blue Dot has purchased on your behalf.

## 9. 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 sole 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 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. Some tours have accommodation and transport limitations meaning that maximum traveller numbers may be less than 16. Tours require a minimum of 4 travellers to proceed.

## 10. 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 the traveller. 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.

## 11. 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 a 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 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, pandemics, epidemics and other disturbances
- Meals not stipulated in the itinerary
- Alcoholic drinks and other beverages unless stated in the itinerary
- Photography and video fees (where applicable)

## 12. 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.

## 13. 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.

## 14. Commission from Suppliers

Blue Dot Travel may earn commissions from suppliers such as airlines, cruise operators and hotels. The amount of commission will vary from supplier to supplier depending on numerous factors including, but not limited to, the volume of business placed with the supplier. If a tour is cancelled by the customer, or cancelled due to DFAT travel warnings, Blue Dot Travel is not obliged to refund any commissions earned. The commission system in travel is considered standard practice.

## 15. 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.

## 16. 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.

# Blue Dot Travel – *INTERNATIONAL TOURS* Terms & Conditions

As at 10 February, 2022.

## 17. Disclaimer by Booking Agent

(Blue Dot Travel, ACN 065 953 335)

- a. These booking conditions cannot exclude the provisions of the Competition & Consumer Act 2010 or of any relevant State Act or Australian Consumer law.
- b. 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.
- c. 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.
- d. BDT warrants that its services as a tour direct seller/retailer and booking agent will be rendered with due care and skill.
- e. 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.
- f. Any maps in the itinerary and other documents are for information only, and may not necessarily show the exact route.
- g. In promoting the tours outlined in our itineraries BDT acts as agents for each travel supplier and their associated companies and contractors, therefore:
  - i) 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.
  - ii) 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 others 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.
  - iii) BDT is not responsible for any default, omission, negligence or other act our suppliers and the contractors associated with them.
  - iv) 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.
- h. 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.



## 1. Booking and Payment Terms

To register your interest in an Australian tour, a deposit of \$500 and a completed booking form must be received and acknowledged by Blue Dot Travel (BDT). This deposit is non-refundable unless previously advised by your BDT point of contact. Final payment becomes due 60 days prior to departure. BDT does not offer any loyalty discounts on any Australian Domestic tours.

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. If payments are not paid by the due date, the booking may be considered cancelled.

Higher deposit payments or even full payments are required for late bookings – please refer to your consultant at the time of booking noting that full payment is required for all bookings made 60 days or less from departure.

BDT is unable to book your domestic flights, bus or train tickets to get you to the starting place of the tour and for your return home from the finishing place. This is the sole responsibility of the traveller. BDT is not responsible should you miss any section of the tour due to delayed transport to the starting point.

## 2. Tour Prices

Blue Dot Travel operates under a “fluid” pricing policy in that costs for a tour may change at any time. We reserve the right to amend our prices for any tour, without notice, at any time up until final payment has been received by us, due to but not limited to increases in fuel costs, airport charges, airfares or increase in other service provider’s fees. All prices are quoted in Australian dollars and must be paid in Australian dollars. It is quite possible that individual travellers will have paid a different price to others on the same tour for various reasons including but not limited to the reasons listed above. For payments by Mastercard or Visa we add 1.65% to cover merchant fees. For payments by American Express we add 3.0% fee. These fees include GST. Once incurred, any credit card fees are non-refundable.

Due to the effect that Covid-19 has had on the travel industry, we are not able to apply any loyalty customer discount to our Australian tours. We do hope to implement a loyalty program in the future when the industry has recovered from the effects of Covid.

## 3. 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. At certain boutique accommodation, it is possible that there will not be a single supplement option even if you have requested and paid for a single supplement. In other words, on occasions, you may need to share. You will be compensated for this particular section of the accommodation if you need to share a room after paying for a single supplement.

## 4. COVID Vaccination Policy

To minimise the health risk to Blue Dot staff, contractors, customers, guides and the communities we travel to, plus to minimise disruptions whilst on tour, it is mandatory for all our travellers to be fully vaccinated against COVID-19. From December 1, 2021 it is a condition of travel that all travellers on any of our tours – local or international – must be fully vaccinated against COVID-19 with an Australian government approved vaccination within 14 days of tour departure. Further, travellers must provide us with digital proof of vaccination (or paper version) of their vaccination certificate. This certificate can be found on your MyGov or Medicare website or smart phone app. In addition, you must travel with your proof of vaccination with you at all times both locally and overseas as it is most likely that you will need to provide these details to authorities while on tour. Please note that when travelling to any destination in Australia or overseas, it is each individual traveller’s responsibility to satisfy themselves as to the risks associated with COVID-19.

## 5. 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 final payment is made. In the event of cancellation, please refer to the penalties listed in section 6A and 6B, Tour Amendments, Cancellations and Postponement.

## 6. 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 reasonable level of fitness is required to be able to participate on a BDT tour. You acknowledge that there will be walks of around 2 – 3 kms in National Parks, Farms and bushland. 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. The client also acknowledges that they are choosing to travel at a time when exposure to COVID-19 is possible. BDT will take all reasonable steps to ensure your safety and may require clients to follow additional safety protocols on tour.

The client has an obligation to disclose to BDT any pre-existing medical condition or allergies when booking the tour and will be required to complete a COVID-19 Health Assessment prior to travel. The company reserves its right to refuse a booking with a client suffering from any such conditions. The client also has an obligation to carry their own medical needs including legal prescription medicines and basic medical kit. You agree to carry a mobile device so that we may contact you in the event of an emergency. It is the traveller’s duty to ensure they have checked the most up to date travel itinerary prior to the tour departure as travel itineraries can and do change frequently. These are available on our website.

## 7. A) Tour amendments, cancellations and postponements by the Traveller

Amendments, cancellations and postponements must be notified to BDT in writing. Any non flight portions of the tour which Blue Dot has already prepaid are non-refundable and non-transferable.

Amendments Booking amendments made within 60 days of departure are subject to the cancellation fees outlined below. In addition to this, airfare amendment fees may apply regardless of who has booked your flights. These are set out by the individual airlines.

Cancellations If you cancel any or all portions of the tour, cancellation costs will apply. We strongly advise you take out travel insurance at the time of booking. Please note that some airfares carry special cancellation fees, which can be as high as 100% once the ticket has been issued. These fees are charged in addition to our standard cancellation fees. Upon commencement of a trip, no refunds will be made for any reason, for unused section(s).

If written cancellation is received, the following fees apply:

- More than 60 days before departure: Deposits are non-refundable.
- From 60 to 31 days before departure: Deposits are non-refundable. An additional fee of 50% of the remaining tour balance applies.
- 30 days or less before departure: booking is 100% non-refundable.
- At any period prior to departure, additional prepaid arrangements carry their own fees and may be non-refundable. This includes, but is not limited to, special cruises, ferries, expedition ships, pre-paid entrance fees, special permits, special flights.

### Example of cancellation costs at 60 days

Tour cost	\$5,000
Deposit paid (non-refundable)	\$500
50% of total tour costs are non-refundable	\$2,500
<b>Tour refund</b>	<b>\$2,000</b>

**Tour Postponement** Rather than cancelling a tour, travellers have the option to postpone their tour up to 60 days prior to departure, subject to the tour running again within 12 months from the original departure date. Travellers may also transfer to an alternate tour within 12 months departure of the original tour. In these circumstances it is most likely that travellers would incur airfare penalties in the event that they have booked flights to the tour’s starting point. These penalties are over and above any BDT fees given that BDT does not book domestic flights for our tours. There may also be tour price increases from one year to the next and tour amendments fees may still apply.

# Blue Dot Travel – AUSTRALIAN TOURS Terms & Conditions

As at 10 February, 2022.

## 7. B) Tour amendments, cancellations and postponements by Blue Dot Travel.

Many roads that we travel on are unsealed dirt and gravel. In the event of heavy rain (unusual, but can happen), these roads are often closed meaning an alternate route may be required. As a result, potentially, sections of the tour may be missed. BDT has no obligation to make good or refund money in these situations however we will provide an alternate route.

In the event of a Force Majeure, where Blue Dot Travel's contractual obligations become impossible or impracticable to fulfil, due to an event or effect that Blue Dot or our partners could not have anticipated or controlled, we may also amend, cancel or postpone a tour. Factors beyond our control may include (but are not limited to) civil unrest, a natural disaster, epidemics, pandemics or other emergencies in the areas to be visited. In such an event, BDT is not obligated to return any funds which have been pre-paid.

## 7. C) Tour amendments, cancellations or postponements due to Government imposed COVID 19 travel restrictions

If, due to any government regulations in Australia, borders are closed or travel is prevented due to COVID 19 or any pandemic, your payment to us for any ground operations will be fully refundable at 45 days out or further from departure. Within 44 days out from departure or closer, your payment to us will be held in credit for 24 months until that same tour can proceed. In certain circumstances at Blue Dot's discretion, your funds may be transferrable to a different tour. Refunds at 44 days or closer to departure are not available in any circumstance. These terms relate to Blue Dot's ground operations only and are independent of any terms relating to airline tickets you have purchased or Blue Dot has purchased on your behalf.

## 8. Client Numbers

BDT's general policy is to have no more than 16 clients on any domestic tour unless otherwise stated. A tour may proceed with as little as 4 travellers booked on it. The decision to run or cancel a tour due to minimal traveller numbers is at the sole discretion of BDT. A full refund or travel credit will be made to travellers should BDT make the decision to cancel any tour due to limited traveller numbers. Further, BDT will not be liable for any claims made or any additional costs incurred by the traveller including but not limited to flights, transfers and permits paid directly by you.

## 9. 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 the traveller. 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.

## 10. Exclusions

Items not included in our tour costs:

- Your personal travel insurance (which is compulsory)
- Special fees/taxes incurred by local governments and airlines
- Domestic Australian transfers to the start and from the finish of the tour 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 unforeseen situations and events
- Expenses incurred in cases of personal liability, injury or death if you have been participating in optional activities
- Loss incurred by rerouting, cancellation, inclement weather, floods, famine, political disruptions, strikes, riots, pandemics, epidemics and other disturbances

- Meals not stipulated in the itinerary
- Alcoholic drinks and other beverages unless stated in the itinerary

## 11. 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.

## 12. 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 the end of the tour. No claim made after this period will be considered save to the extent that the law otherwise provides.

## 13. Commission from Suppliers

Blue Dot Travel may earn commissions from suppliers. The amount of commission will vary from supplier to supplier depending on numerous factors including, but not limited to, the volume of business placed with the supplier. Blue Dot Travel is not obliged to refund any commissions earned. The commission system in travel is considered standard practice.

## 14. 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.

## 15. 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.

## 16. Disclaimer by Booking Agent

(Blue Dot Travel, ACN 065 953 335)

- a. These booking conditions cannot exclude the provisions of the Competition & Consumer Act 2010 or of any relevant State Act or Australian Consumer law.
- b. 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.
- c. BDT gives notice that it acts as an 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.
- d. BDT warrants that its services as a tour direct seller/retailer and booking agent will be rendered with due care and skill.
- e. 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.
- f. Any maps in the itinerary and other documents are for information only and may not necessarily show the exact route.
- g. In promoting the tours outlined in our itineraries BDT acts as agents for each travel supplier and their associated companies and contractors, therefore:
  - i) 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.

## **Blue Dot Travel – AUSTRALIAN TOURS Terms & Conditions**

As at 10 February, 2022.

- ii) 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.
  - iii) BDT is not responsible for any default, omission, negligence or other acts of our suppliers and the contractors associated with them.
  - iv) 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.
- h. 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.