# Booking Conditions

Please take the time to read and understand the conditions of booking set out below prior to booking a trip with Sojourn. We strongly recommend that you also read the Trip Notes relating to your trip prior to booking to ensure that you understand the itinerary and style of the trip you are undertaking.

## Our Contract

All bookings are made with Sojourn Travel Australia Pty Ltd (ABN: 34 126 111 222) (us/we). By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

## Validity

Dates, itineraries and prices are valid from 31 December. Beyond 31 December, dates, itineraries and prices are indicative only.

## Deposit Requirement

You are required to pay a non-refundable deposit of AUD$1000 for your booking to be confirmed (please note that special deposit requirements apply for some trips). If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking.

## Acceptance of Booking and Final Payments

Acceptance of your booking will be confirmed by us in writing. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 60 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled. In addition to the trip price you may also be required to pay a kitty as specified for the trip you are taking.

## Overland Kitty

On some Overland trips you are required to contribute to a Kitty. The Kitty is a compulsory on-ground payment put into a central fund and overseen by the travellers and the crew. It helps fund accommodation, camp meals and some included activities. A full description of what the Kitty includes is in the Trip Notes. Kitty amounts are subject to change so please check our website for the up-to-date amount 48 hours prior to your trip commencement.

## Your Details

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. If you are 70 years of age or over we also require you to complete and forward a Self-Assessment form. Your booking cannot be confirmed without provision of these details.

## Late Bookings

For any bookings or additional services accepted within 15 days of departure we reserve the right to charge a AUD$50 late fee to cover our additional administration costs.

## Cancellation by The Traveller

If you cancel a trip after making a booking you will lose some or all of the money you have paid for the trip. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

* 60 days or more prior to departure, we will retain the deposit;
* between 30 and 59 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
* less than 30 days prior to departure, we will retain 100% paid by you in connection with the booking.

Note that more lenient cancellation conditions apply to some of our Short Break Adventures - please ask your booking consultant for details. Different fees may apply to airline tickets depending on the carrier being used. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation penalties in certain circumstances.

If you leave a trip for any reason after it has commenced, we are not obliged to make any refunds for unused services.

## Cancellation by Sojourn

We may cancel a trip at any time up to 60 days before departure, subject to clause 15. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel a trip you may choose between us applying the amounts paid toward an alternative trip or receiving a full refund. We are not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations or non-refundable flights.

## Booking Amendments

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 60 days prior to the proposed departure date. A fee of AUD$125 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 60 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period. Amendments to any other arrangements made in conjunction with your trip will incur an AUD$50 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

## Inclusions

The land price of your trip includes:

* all accommodation as listed in the Trip Notes
* all transport listed in the Trip Notes
* sightseeing and meals as listed in the Trip Notes
* the services of a group leader as described in the Trip Notes
* exclusions
* The land price of your trip does not include:
* international or internal flights unless specified
* kitty as specified in the Trip Notes
* airport transfers, taxes and excess baggage charges unless specified
* meals other than those specified in the Trip Notes
* Visa and passport fees
* travel insurance
* Optional activities and sightseeing and all personal expenses

## Prices & Surcharges

Our trip prices are based on currency exchange rates as at September 2009. We reserve the right to impose surcharges up to 60 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the first 2% of the additional costs and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full.

## Age

**Minimum:** General Policy: For the majority of our trips the minimum age for children is 12. All travellers under the age of 18 must be accompanied by an adult who is responsible for the child's day to day care. Please note we cannot guarantee triple or joining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis. Variations: A minimum age of 18 applies to many of our Overland Adventures, while a minimum age of 5 applies to our Family trips.

**Maximum:** General Policy: For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and a Self-Assessment form is required for all passengers 70 years and over. Variations: On many our Overland Adventures a maximum age of 70 applies. Please refer to the "your fellow travellers" section of the relevant Trip Notes to check if any specific age variations apply.

## Small Groups & Combination Trips

Our trips are guaranteed to depart once they have one fully paid traveller (unless minimum group size specifically states otherwise); this means at times we can have very small groups. Many of our trips are designed to fit with other departures to create a longer "combination" trip; this means that some of your group may have already been travelling together for some weeks when you commence your trip. If you would like to know how many people are booked on your trip or any combination trip it is part of please ask prior to making your booking.

## Passport and Visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Trip Notes for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

## Travel Insurance

Travel insurance is compulsory for all Sojourn travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US$200,000 for each of the heads of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip; you will not be able to join the trip without it. If you obtain travel insurance through us you acknowledge that you are satisfied with the level of insurance we have arranged.

## Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## Change Of Itinerary

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

**Before departure:** If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

**After departure:** We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you: please refer to the Trip Notes for your trip for details of Emergency Funds which you agree to carry, to be used in such instances.

Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## Authority On Tour

Our group trips are run by an experienced Sojourn leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being of the group, the group leader may order you to leave the trip immediately, with no right of refund. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

## Acceptance Of Risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledges that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel.

## Limitation Of Liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

* any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
* you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
* any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.
* To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

## Optional Activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render us liable for them.

## Errors & Omissions

Although we have made a concerted attempt to verify the accuracy of statements made in our trip documentation including brochure, website and Trip Notes we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

## Claims & Complaints

If you have a complaint about your trip please inform your tour leader or our local representative at the time in order that the they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

## Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## Photos and Marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

## Privacy Policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

## Consumer Protection

All money received as payment for your holidays is immediately deposited in a Clients' Trust Account. The Sojourn Client Trust Account, held in Australia, is bound by regulation and independently audited. Your money remains there until your holiday is completed or the services comprising your holiday have been paid for by us. So you can relax and enjoy your holiday as your money is safeguarded.

## Applicable Law

The laws of Queensland, Australia govern these Booking Conditions and any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Queensland, Australia.