

# ONE LIFE ADVENTURES LIMITED BOOKING TERMS AND CONDITIONS

These are the Terms and Conditions which will apply to your booking. Please read them carefully as you will be bound by them.

These Terms and Conditions govern the relationship between you and One Life Adventures Limited "the Company". By booking a trip, you agree to be bound by these Terms and Conditions that outline, among other things, the cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

## 1. THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a contract between the Company and the Client comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease brochure prices. The Company or their agents reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereafter referred to as the "Client". All bookings are made with the Company, which sells the tours described in this brochure and or through its "Agents" who sell the Company's tours through an agreement with the Company. An Independent Trip is defined as booking anything included in the Independent and Tailor Made brochure. These Terms and Conditions shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. The service to be provided is/are the tour(s) referred to in the booking confirmation.

Conditions of Carriage: All persons wishing to make a booking including any carriage by sea have carefully read and understand these Terms and Conditions, and the Expedition Ticket/ Conditions of Carriage. Carriage by road or by sea is subject to the Company's conditions of carriage that are available on request and are expressly incorporated into this contract.

## 2. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may

affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that results in cancellation will have full cancellation fees to the Client. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not providing these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment.

### 3. DEPOSITS

(a) Tours: At time of booking a non-refundable deposit of AUD\$300 per person per tour is due. If booking is made 60 days or less prior to departure, full payment is due. The non-refundable deposit and medical form, if applicable, should be sent to the Company or its Agent.

(b) Credit Card Charges: The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost.

### 4. CANCELLATION OF A TOUR BY THE CLIENT

Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable. (a): The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

i) Cancellation 60 days or more before departure: Lifetime Deposit held by the Company.

ii) Cancellation 59-30 days before departure: 50% of cost of services booked, Lifetime Deposit held by the Company. iii) Cancellation less than 30 days before departure: 100% of cost of services booked, Lifetime Deposit held by the Company.

(c) Cancellation of Arrival Transfers, Pre and/or Post Night Accommodations and single supplement: The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

i) Cancellation 31 days or more before departure: 0% of cost of services booked. Full refund of services back to Client ii) Cancellation 30 days or less before departure: 100% of cost of services booked.

## 5. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel any trip due to unusual or unforeseen circumstances outside the Company's control.

When a tour is cancelled by the Company the Client can either:

(i) take a substitute tour of equivalent or superior quality if the Company is able to offer such a substitute; or

(ii) take a substitute tour of lower quality if the Company is able to offer one and to recover from the Company the difference in price between the price of the tour originally purchased and that of the substitute tour; or

(iii) to have a full refund of all monies paid under the contract as soon as possible.

The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price.

## 6. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily. This also applies if the Client opts out of certain activities during the tour then they shall receive no form of refund or substitute for said activity or component.

## 7. PRICES AND SURCHARGES

The price of the tours published may go up or down from the time of publication. The Company recommends that the Client finds out the most up to date price of their tours including the costs of any other service provided by the Company at the time of making their booking. The Company reserves the right to increase tour price after the holiday has been booked but will not do so any later than 30 days before the departure date stipulated. After a Confirmation has been issued any increase to the tour price will be as the result of changes in an increase in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, including any currency fluctuations.

## 8. FLEXIBILITY

The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. 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, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

## 9. CHANGES

(a) Changes made by the Company: While the Company will endeavour to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is sufficient time before departure. Where the Company has to make a major change to the Client's holiday before departure in these circumstances the Company will notify the Client as quickly as possible so that the Client can take the decision:

(i) whether to withdraw from the contact without penalty; or (ii) to accept the change and proceed with the holiday.

## 10. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording:

"I understand traveling with One Life Adventures may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the One Life Adventures Trip Details for this trip I am undertaking and have provided details of any pre-existing medical conditions I may have to One Life Adventures representatives. I accept these risks and obligations and I fully assume the risks of travel. Optional Activities I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand One Life Adventures makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand One Life Adventures is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full

responsibility for any risks involved, and the waiver and release of the Releasees set out in the foregoing paragraph shall apply to such optional activities.”

Hotels, shuttle services or other elements of a Package or Cruise will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some areas where excursions take place are often lower than comparable standards in your home country. The Company will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. In the event of a complaint by a Client, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of Australian law have not been met.

## 11. AUTHORITY ON TOUR

At all times the decision of the Company’s tour leader or representative will be final on all matters likely to endanger the safety and wellbeing of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, and foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people’s enjoyment of the tour, the Client must advise One Life Adventures at the time of booking. Should the Client fail to comply with the above or commit any illegal action when on the tour or, in the opinion of the tour leader, the Client’s behaviour is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client’s travel arrangements without any liability on the Company’s part and the Client will not be entitled to any refund or unused or missed services or costs incurred resulting from the termination of the travel arrangements.

## 12. TRAVEL DOCUMENTS

(a) The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as

to the information provided by third parties such as the appropriate governmental authorities.

### 13. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

### 14. INSURANCE

It is mandatory that all Clients obtain travel insurance with a minimum medical coverage of US\$200,000 (or equivalent in the Client's home currency) while travelling with the Company and this insurance must cover personal injury and emergency medical expenses. Clients must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts above if requested by the group Leader or Company Representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. The Company cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, homestays, camps, vessels, expedition vehicles, or any other mode of transport.

The Client acknowledges that the cost of the tour does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

## 15. DISCOUNTS & PROMOTIONS

All discounts and reduced pricing are applied at the Company's discretion. From time-to-time the Company may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings, and bookings that have already provided deposit are locked into their original price and are not entitled to the reduced pricing.

## 16. CLAIMS AND COMPLAINTS

If a Client has a complaint against the Company, the Client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the Company representative or local Office Manager whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will result in the Client's ability to claim compensation from the Company being extinguished or at least reduced. If satisfaction is still not reached through these means on tour then any further complaint must be put in writing to the Company via its Agents or directly to One Life Adventures Limited at [www.onelifeadventures.com.au](http://www.onelifeadventures.com.au)

## 17. OPTIONAL EXTRAS

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products.

## 18. LIABILITY

The Company is not responsible for any improper or non-performance of any services forming part of the Package which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Package then the Company limits its liability, where applicable by the International Conventions. Notwithstanding anything to the contrary elsewhere in these Booking Conditions, the Company shall not in any circumstances be liable to Clients for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other

consequential or indirect loss or damage of a similar nature. For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Company may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client paid for the Contract not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then the Company's liability will not exceed AUD\$850. The Company will not at any time be liable for any loss of or damage to valuables of any nature.

#### 19. SEVERABILITY

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

#### 20. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns.

#### 21. APPLICABLE LAW

The Terms and Conditions and Conditions of Carriage including all matters arising from it are subject to Australian Law and the exclusive jurisdiction of the Courts of Australia