

Rita Kluge Tours

Terms & Conditions

Please read and understand the conditions of booking set out below before booking a trip with us.

You must also read the Essential Tour Information pack about your tour before booking so that you understand the itinerary, activities and physical demands of the trip you are considering.

We strongly recommend you contact the Australian Department of Foreign Affairs or visit their website at smartraveller.gov.au. The website contains valuable information and advice including safety levels applicable to your travel destinations. You can also register your travel plans with the department so that you can be contacted in case of emergency (we highly recommend you do this).

1. Our agreement

- a. These terms and conditions apply to bookings you make with Rita Kluge Tours ('we', 'us' and 'our') whether by online booking via our website, phone or email.
- b. We will rely on the authority of the person making the booking to act on behalf of any other traveller listed on the booking and that person will bind travellers listed to these terms and conditions.
- c. The services we will provide to you will be those set out in your Booking Confirmation Invoice.
- d. These terms and conditions constitute the entire agreement between you and us.

2. Inclusions and exclusions

- a. The price of your tour includes only the following, all of which are described in more detail in the Essential Tour Information pack applicable to your tour:
 - i. All accommodation (single-twin share);
 - ii. Charter boats, licenced whale guide and skipper;
 - iii. Transport from the destination airport to the tour location on designated arrival and departure days;
 - iv. Applicable national park fees; and
 - v. The services of a Tour Leader and photography guidance.
- b. The price of your tour does not include:
 - i. Airfares unless specified;
 - ii. Airport transfers, taxes and excess baggage charges unless specified;
 - iii. Meals other than those specified in the Essential Tour Information pack;
 - iv. Visa and passport fees;
 - v. Travel insurance and medical or hospitalisation expenses; and
 - vi. Optional activities and all personal expenses.

3. Payment

- a. An agreement governed by these terms and conditions will only exist once we have accepted your booking, received payment and issued you with a booking confirmation invoice.
- b. All pricing is reflected in Australian Dollars unless otherwise specified in foreign currency will be calculated at the rate of exchange on the day.
- c. All pricing is inclusive of goods and services tax (GST), or other such value added taxes where applicable.
- d. Payments processed in foreign currency (currency other than the original cardholder's country of issue) may incur a currency conversion fee (please refer to your financial institution for applicable fees).
- e. You are required to pay a non-refundable deposit of AUD\$1,500 incl. GST to secure your booking in accordance with our email instructions.
- f. The remaining balance of your trip is payable 100 days before your designated travel date as specified by us.
- g. If your booking is made within 100 days of your designated travel date then the full amount is payable at the time of booking.
- h. A credit card surcharge may be charged if you use a credit card to pay for your booking (we will inform you of this surcharge before payment is made).

4. Your information

- a. So that we can confirm your booking, you must provide the following details to us when you fill out your booking registration form you must include the following details:
 - i. Your full name as stated on your passport;
 - ii. Your date of birth; and
 - iii. Any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements.
- b. Failure to provide these details accurately or at all will mean your booking on a tour cannot be confirmed.

5. Age and health requirements

- a. You must be age 18 or over to attend our tours.
- b. You acknowledge and understand that our tours take you to some places where the wildlife, political, cultural and geographical characteristics constitute dangers and physical challenges greater than those present in our daily lives.
- c. Our tours are designed for adults of all ages who are in good to reasonable health and enjoy a moderate level of fitness (please refer to the applicable Essential Tour Information pack to determine whether your health and fitness is adequate to safely undertake the relevant travel and activities).
- d. You will need to be able to carry your own camera equipment and water during your tour.

- e. Each person's health and fitness are different and we are unable to provide specific mandatory health and fitness requirements for the safe and enjoyable participation of our tours
- f. It is your responsibility to ensure that you obtain professional medical advice and recommendations before booking a tour with us to ensure you are medically fit and able to safely participate.
- g. We reserve the right to decline your booking if we feel you may be unsuited to the level of activity required to safely enjoy the tour.

6. Medical

- a. You acknowledge and understand that we are not a provider of medical services and therefore we have no expertise or responsibility regarding what medications, vaccines, inoculations or any other medical assistance you may require to attend our tours.
- b. Vaccinations may be required for some tours and you are responsible for the cost of these vaccinations and you will need to provide proof of vaccinations to us before the start date of the tour.
- c. You must disclose any medical or physical conditions which may create a risk to you or to other tour participants before booking your tour.
- d. We assume no responsibility or liability for your medical care.
- e. You agree to inform us of any special requests or dietary requirements at the time of booking and we will inform the relevant suppliers and/or providers of those requests or requirements.
- f. Due to the third party nature of our suppliers and/or providers, you acknowledge that the meeting of any special requests or dietary requirements is outside of our control and we cannot guarantee they will be met.
- g. In any emergency you agree that we or our representatives will make decisions according to our best judgement if any medical attention is required.

7. Insurance

- a. You must obtain comprehensive travel insurance for the duration of the tour dates including departure and arrival dates.
- b. Your travel insurance must provide against personal accident, death, medical expenses and emergency repatriation.
- c. You must provide proof of your travel insurance cover on or before the final tour payment date (100 days before departure) as you will not be able to join the trip without it.
- d. You will not be provided with a refund for any payments already made where you fail to obtain adequate travel insurance or do not provide proof of cover to us in accordance with clause 7.c, causing us to cancel your tour.

8. Reasonable behaviour

- a. You agree to abide by any reasonable directions (especially given on account of health and safety) provided by our tour leader(s) while on your tour.

- b. You agree to conduct yourself in a manner that is respectful of the group, our tour guide(s), local customs and anyone else involved in or associated with operating your tour including refraining from engaging in racist, sexist, derogatory or otherwise antisocial behaviour.
- c. You agree to do nothing which might result in the personal injury to any person or loss of, or damage, to property belonging to us, our representatives or agents.
- d. Any use of illegal drugs or substances, committing or participating in any criminal or illegal activity and violence or abusive behaviour of any sort will not be tolerated and will result in you and/or your party's immediate removal from the tour without refund and at your and/or your party's expense.
- e. We reserve the right to terminate (before or after your departure) your tour or that of any member of your party due to misconduct or poor behaviour.
- f. Our tour leaders are authorised and reserve the right to remove or exclude participants from the tour at any time for actions they deem as inappropriate, unsafe or disruptive to the group or tour.
- g. Where you behave inappropriately resulting in termination of your tour, you agree to forfeit any fees or costs which cannot be reasonably recovered by us.
- h. By booking a tour with us, you accept responsibility for the proper conduct of yourself and your party during your tour.

9. Tips and gratuities

- a. On most of our tours, it is customary and polite (but not essential) to pay a tip or gratuity to the local services providers that we engage such as guides and accommodation staff (please see the Essential Tour Information pack that applies to your tour for more information)
- b. Tips or gratuities are not included in the price of your tour and is an extra expense payable by you.

10. Change of itinerary and tour leader

- a. The itinerary of your tour described in the applicable Essential Tour Information pack should be read as an intention of route rather than a contractual obligation to visit each location.
- b. It may be necessary, from time to time, to make amendments to the intended itinerary due to weather, transportation issues or other factors which can occur with little or no notice.
- c. We reserve the right to change the itinerary of your tour before, as well as during, the tour itself at our own discretion.
- d. To ensure a safe and comfortable travel experience, you agree that we may need to use substitute vehicles and/or boats or change activities for the tour you book due to operational reasons or other factors outside of our control without notice to you.
- e. At our discretion, where we believe the continuation of the tour is dangerous or may put people at risk, we reserve the right to offer alternative activities such as photographic editing instruction.

- f. It may be necessary due to personal and/or health issues to substitute a tour leader with another tour leader who will have the equivalent experience, knowledge and expertise to ensure the tour continues as planned and meets its original objectives.
- g. Where changes are made in accordance with clause 8, you will not be entitled to a refund of any monies you have paid to us.
- h. We will provide notice of these changes where it is reasonably practical to do so.

11. Optional activities

- a. Optional activities not included in the tour price do not form part of the tour or this agreement.
- b. You accept that any assistance given by your Tour Leader in arranging optional activities does not render us liable for them in any way.
- c. The agreement for the provision of any optional activities will be between you and the activity provider.

12. Cancellation by us

- a. We reserve the right to cancel any tour for any reason whatsoever.
- b. Where we cancel a tour, you can choose to:
 - i. transfer amounts paid to any available alternative tour; or
 - ii. receive a full refund.
- c. Where we cancel your tour due to external events outside our reasonable control including but not limited to flood, fire, act of God, natural disasters, disease, epidemic, pandemic (including the COVID-19 pandemic), war, threat of war, physical unrest, political instability, riots, civil disturbances, terrorist activities (threatened or actual), strikes, port or airport closures, or technical problems with, or unavailability of, necessary transport or services) then refunds or transferrable value will be less any unrecoverable costs.
- d. Where we can cancel your tour, we will not be liable for any incidental expenses incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance costs or non-refundable flights.

13. Cancellation by you

- a. If you cancel some or all portions of your tour then cancellation fees will apply.
- b. A cancellation will only be effective when we receive written confirmation of the cancellation.
- c. Due to our obligations to the tour operators and accommodation providers, if you cancel a tour 100 days or less before the designated departure date we will not refund the cost of your tour.
- d. We are not obliged to provide a refund where:
 - i. you fail to join a tour;
 - ii. you leave a tour for any reason after it has commenced; and
 - iii. join a tour after its departure.

14. Our liability

- a. By booking a tour with us, you acknowledge that your choice to travel to areas that may be remote, foreign and wild in nature and which may not be maintained to the standards to which you are accustomed, may therefore involve certain additional risks, dangers
- b. We are liable to you for providing the services set out in our Booking Confirmation Invoice.
- c. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under the Australian Consumer Law (**ACL**).
- d. Apart from the rights you have under the ACL that cannot be lawfully excluded, we shall not be liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party suppliers, force majeure or any other event which is beyond our control including but not limited to weather, illness, epidemic, pandemic (including the COVID-19 pandemic), strikes or other labour activities, quarantine, civil commotion, changes in laws or regulations, internet or telecommunications failure, overbooking or downgrading of services, supplier or service provider bankruptcy or insolvency, mechanical failure of transportation or for failure of any transportation to arrive or depart on time, negligence, defect, default of any company, entity or person performing these services.
- e. Subject to the ACL, we are not liable for any technical errors, corruption of data, unauthorised access to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.
- f. Subject to the application of consumer guarantees under the ACL, we are not otherwise liable to you or anyone else for any loss or damage which is suffered directly or indirectly in connection with the:
 - i. the delivery or non-delivery of the tour experience; or
 - ii. any act or omission of suppliers, service providers or other third parties related to providing the tour experience.

15. Severability

Where any term or condition contained in these terms and conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then it 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.

16. Photos and marketing

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

17. Privacy policy

- a. Any personal information that we collect from or about you for the purposes of booking your tour may be used for any purpose related to the operation of your tour or to send you marketing material in relation to our events and special offers.
- b. We may disclose the information to our agents, service providers or other suppliers to enable us to operate the tour.
- c. We will otherwise treat our details in accordance with our privacy policy (available for viewing on our website).

18. Applicable law

- a. This agreement shall be governed by and construed in accordance with the laws of the State of New South Wales in the country of Australia.
- a. Any disputes in connection with a tour or these terms and conditions must be initiated in the courts or tribunals of New South Wales, Australia.

19. Updating of terms and conditions

- a. We reserve the right to update and/or alter these terms and conditions at any time, and it is your responsibility to be familiar with them.
- b. The latest version of these terms and conditions can always be found on our website www.ritakluge.com and will supersede any previous versions.