

# Terms and Conditions

Please read carefully these terms and conditions of contract. In completing and submitting the Enquiry Form, you agree to be bound by these conditions which constitute the agreement between the Holy Tours Australia (hereafter referred to as HTA) and you. No variation of these conditions will be effective unless in writing and signed by a person so authorised by HTA. In these terms and conditions reference to "HTA representatives" means tour leaders and staff of HTA and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

## 1. How to Book

To reserve your place on a tour/s, you must complete the Enquiry Form online and pay a non-refundable deposit of \$400 per person per trip. Some trips require a non-refundable additional deposit or instant payment for a permit. In these instances, refer to the individual trip notes for details.

## 2. Prices

Where the prices quoted on our website ([www.holytours.com.au](http://www.holytours.com.au)) represent the most current prices, are per person, and are subject to minimum numbers. Where minimum numbers are not met by the balance payment due date, a small group surcharge will be offered to ensure the operation of the trip. Refer to the trip notes for all tour inclusions and exclusions. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied. HTA tries its utmost not to increase tour prices, however, sometimes increases are outside its control. HTA reserve the right to amend tour prices at any time. Amendments may be necessitated for many reasons including, but not limited to, increases in ground operator services exchange rate fluctuations, increased fuel costs, airfares, airport charges, or the need to engage alternative air or ground operators. You must pay any increase in tour prices prior to the departure date.

## 3. Payment

The balance of the tour price is payable to HTA 70 days prior to departure and must be made in Australian dollars. If payment of the balance of the tour price is not received by HTA by the due date you will be taken as having canceled the tour and cancellation charges in accordance with condition 5 will apply.

## 4. Amendments/Transfers

AMENDMENTS: To make amendments to your tour arrangements, you must notify HTA in writing. Each amendment to your tour arrangements will incur a \$100 administration fee and you will be liable for any increase in domestic airfares or operational expenses occasioned by the amendment. TRANSFERS: If you wish to transfer from one tour to another, you must notify HTA in writing after which the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 70 months of your original departure date and the following transfer charges will apply:

- If your notice is received more than 70 days prior to your original departure date, a \$250 transfer fee will apply. In addition, any increase in airfares or operational services or extra permit/deposit penalties will apply: or
- If your notice is received within 70-35 days prior to your original departure date, 50% of your original tour price will be forfeited, of if less than 35 days prior 100% of your tour price will be forfeited. Note: Any transfer from one tour to another is subject to availability and the agreement in writing of HTA, however, the transfer of a trip from one person to another is not permitted.

## 5. Cancellations

If you wish to cancel your tour, you must notify HTA in writing where after the cancellation will take effect subject to the following:

- If cancellation takes place more than 90 days prior to your departure date your full deposit will be forfeited.
- If cancellation takes place between 70 & 35 days prior to your departure date 50% of the tour price will be forfeited.
- If cancellation takes place less than 35 days prior to your departure date 100% of the tour price will be forfeited.

## 6. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations and vaccination policy

as listed on our website. You will be required to submit our medical questionnaire as proof that you are fit enough to participate in the tour 70 days prior to departure.

If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility, but insurance may cover you depending on the circumstances. While we do not discriminate by age, due to the extreme nature of our mountaineering trips we strongly discourage participants over 60 years of age. HTA reserves the right in its absolute discretion to refuse a participant the right to participate on a tour and our standard cancellation terms will apply in these circumstances.

## 7. Medical Disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to HTA every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably to be expected to know, that is relevant to HTA's decision to permit you to go on the adventure tour;
  - immediately upon any adverse change in your health or fitness that may be likely to affect HTA's decision to permit you to go on the adventure tour, you will notify HTA in writing of any such adverse change;
- you acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.
- HTA are permitted to disclose medical information to our consultant doctor for an opinion;
- HTA's consultant doctor may exclude you from a tour if he/she deems it necessary;
- you have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to;
- you have taken out a travel insurance policy that adequately covers you for medical eventualities including cover specifically for pre-existing medical conditions.

## 8. Tour Leaders

HTA's appointed tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, he/she may exclude you from the

tour. In this event, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health (mental and/or physical) is questioned, he or she may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund.

HTA reserve the right to change, at any time, the tour leader of any tour. If that happens, HTA will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change by HTA will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

## **9. Complaints**

If while during your trip you have a problem, please bring this to the immediate attention of the tour leader or relevant supplier (eg. Transport provider, hotelier). If your complaint is not resolved to your satisfaction, please contact your HTA consultant by email or phone and they will endeavour to assist you. If your complaint cannot be resolved locally, please follow this up in writing within 30 days of your return home by writing to our Operations Department at your local HTA office. Please keep your letter concise and to the point for us to quickly identify your concerns and liaise with the relevant parties to respond to you as soon as possible.

## **10. Cancellation due to tour booking numbers**

HTA reserves the right to nominate a small group surcharge where a trip has not reached minimum numbers or to cancel the tour. In case of a tour cancellation you will be given a full refund of the tour price. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from such cancellation including but not limited to visa, passport and vaccination charges, gear purchases or non refundable flights and taxes.

## **11. Route changes, Postponement,**

Cancellation or Delay HTA reserves the right to either before or during a tour:

- cancel or modify any routes within the tour or objectives set out in the itinerary; or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes, or

- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of HTA, it is necessary to do so due to inclement weather, snow or icy conditions or circumstances that are known to us and are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of HTA, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by HTA. In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

## **12. Itineraries and brochures**

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by HTA. The information contained on HTA' website, brochures, trip notes and pre departure information is to the best of HTA' belief, correct at the date of publishing.

## **13. Insurance**

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with HTA, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, pre-existing medical conditions, injury, death, loss of baggage and personal items, and cancellation and curtailment. You must provide evidence to us that you have obtained personal travel insurance covering all of the activities you expect to participate in. We reserve the right to not allow you on the tour without evidence of full health and rescue insurance.

## **14. Proof of citizenship or information required to travel**

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are traveling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation (ie, visas), or failure to provide information. It is a requirement of many countries that your passport is valid for six

months beyond the date of your return home to your home country and it is your responsibility to check you have such validity.

## **15. Airlines and other transport providers**

Any material published by HTA, the Booking Form, and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. If an airline's proposed travel or fare schedule is amended or canceled, such amendment or cancellation will not be considered a cancellation of the tour by HTA. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

## **16. Force Majeure**

If HTA is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside HTA's reasonable control, HTA will be under no liability whatsoever to you and may, at its option, by written notice to you cancel the tour wherein clause 5 of these conditions will apply in respect of cancellation charges.

## **17. Assumption of risk**

You acknowledge and agree that:

- by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;
- in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;

- the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and
- you have submitted your enquiry for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself that information or advice. For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

## **18. No Liability You acknowledge and agree that:**

- To the fullest extent permitted by law HTA will not be liable for any claims, actions, loss or damage arising out of personal injury or death, or property damage, loss of service including consequential, exemplary or punitive damages which may arise in connection with your participation in any tour.
- HTA will not be liable for any breach of any law by any person with whom you travel on the tour; and
- you may not rely on any representations concerning the tour made by HTA which are not contained in these conditions.

## **19. Release and discharge**

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all HTA representatives (including our ground operators in the country/countries in which you tour will take place) from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise:

- out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of WE representatives, or
- in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by HTA representatives in arranging such optional activities will not render the HTA representatives liable to you in any way.

## **20. Australian Consumer Law**



Under the Australian Consumer Law, statutory guarantees apply to the supply of recreational services of the kind offered by these terms and conditions.

“Recreational services” is defined as including activities that involve a significant degree of physical exertion or risk undertaken for the purposes of recreation, enjoyment, or leisure. These guarantees mean that HTA, as the supplier, is required to ensure that the recreational services it supplies to you are rendered with due care and skill and are fit for their intended purpose. Under the Australian Consumer Law, HTA, as a supplier, is entitled to ask you to agree that these statutory guarantees will not apply to you. If you sign this form you will be agreeing that your rights under this agreement, if you are killed or injured because the services provided were not rendered in accordance with these statutory guarantees, are excluded, restricted, or modified in the way set out in this condition. To the extent permitted by law, you hereby exclude, release and forever discharge all HTA representatives from all liability for any and all claims, loss, damage, cost, or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, a form of behavior, course of conduct or state of affairs as specified in section 139A of the Competition and Consumer Act 2010 (except in the case of liability arising from the reckless conduct on the part of the HTA representatives) and connected with your participation in the recreational services which comprise the tour.

## **21. Privacy**

You permit HTA to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to HTA representatives in order to ensure your safety and well-being but will not be used by them for any other purpose.

## **22. Images**

By signing these terms and conditions you certify that your image may be used without charge by The HTA for promotional purposes including but not limited to the website, printed promotional items, and promotional presentations unless you notify us in writing that you do not wish to have your image to be used for these purposes.

## **23. Waiver**

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any



right or remedy arising out of any default by the other party. 24. Severance of conditions

If any part of a condition is illegal, unenforceable, or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## **25. Jurisdiction**

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Victoria, in the case the booking is made in the state of Victoria, or
- NSW, in this case, the booking is made elsewhere in Australia.