



Vegan Tours Australia Booking Terms and Conditions

1. Our Contract

These Terms and Conditions apply to the tour you have booked and paid a deposit on (hereinafter referred to as the “Tour”). This Tour is organized by Preferred Options Pty Ltd trading As Vegan Tours Australia (VTA). For the purpose of the Agreement, the signer will be referred to as the “Guest” or “you”.

This Agreement may be amended only in a written document, signed by both parties.

Your signature on the Tour Acceptance Form, and the Release and Waiver and payment of balance represent acceptance by the Guest of the following:

- (a) these Booking Conditions;
- (b) the terms of the Release and Waiver;
- (c) Essential Tour Information that applies to your Tour; and
- (d) any Special Conditions that may apply,

Your booking will be accepted by us on this basis.

2. Change of Itinerary

The Guest understands and acknowledges that the nature of travel requires considerable flexibility and you should allow for alternatives.

VTA reserves the right to cancel or alter sections or the entirety of the Tour’s itinerary, route, schedule, amenities, mode of transport, and accommodations without prior notice as may be necessary for any reason whatsoever including, but not limited to, local circumstances or events, road, weather, or traffic conditions, non-performance of suppliers, industrial action, operational conditions and requirements, water level problems, excessive winds/other hazards outside our control.

VTA will strive to offer reasonable alternatives to these changes, to the best of its ability within the confines of the afforded time and budget and inform the Guest within a reasonable timeframe.

We will not issue any refunds in connection with any such cancellations or alterations.

In emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by you. VTA is not responsible for any incidental expenses that may be incurred as a result of the change of itineraries including but not limited to visas, vaccinations, repatriation, quarantines or non-refundable flights.

Every effort is made to ensure accuracy at the time of going to “press” (ie website going live, advertising of the Tour on different media, etc); however, VTA cannot be held responsible for printing or typographical errors, or issues arising from unforeseen circumstances, and we reserve the right to correct and/or clarify any errors due to typography, editing, photography, or pricing.

In the case of a computer or human billing error, we reserve the right to re-invoice participants with correct billing.

3. Tour Inclusions & Exclusions

The Tour’s inclusions and exclusions will be posted on the Tour’s website and will serve as the official list of inclusions/exclusions. Should you choose to participate in any activities or excursions outside the official Tour itinerary, you are solely responsible for any costs, expenses or damages incurred in relation to those activities or excursions, and you are responsible to ensure that you keep to the schedule and timetable set out in the website and by the Tour Leader. VTA is not responsible should you miss some or all of the Tour due to your failure to keep to the schedule and established timetable.

4. Visas, Passports, and Health Requirements

It is the Guest’s responsibility to ensure you are in possession of all necessary travel and health documents before departure. The costs incurred in obtaining such documentation or in meeting any health procedures or requirements are not included in the quoted cost of the Tour, and each Guest must individually pay all such costs.

VTA is not responsible should you be refused entry into any country or refused for travel on any transportation due to failure on your part to carry all the required documentation, or for reasons due to your own government policies regarding the Tour’s destination(s). If this refusal of entry results in fines, surcharges, or other financial penalty being imposed on VTA, you will be responsible for reimbursing VTA accordingly.

5. Travel Medical/Accident insurance

Travel insurance is mandatory and must be taken out before the Tour’s start date.

It is your responsibility to ensure that you have purchased insurance coverage that is adequate, suitable, and correct for this Tour and your particular needs. VTA is not responsible for errors, inaccuracies, or shortfalls in your insurance coverage. You must therefore ensure that the insurer is aware of the type and destination of travel and any activities which you plan to undertake that may be considered high risk when obtaining travel insurance, such as bike rides, wild animal viewing, travel by air, river rides, sailing, high altitude hiking etc. Please ensure that you are fully covered, in particular, with regards to expatriation should this need arise.

You must provide your travel insurance policy number and the insurance company's 24-hour emergency contact number before the Tour's start date. If you are unable to or decline to provide us with insurance details before the Tour's start date, VTA may, in its sole discretion, refuse to accept your booking and may cancel your Tour. In the event of such cancellation VTA will not return your deposit and you may be required to pay additional cancellation fees in accordance with these Booking Terms and Conditions.

VTA is not responsible for any expenses, losses or damages you may incur as a result of your failure to comply with the requirements of your travel insurance policy or with this clause. It is important that you read your policy very carefully and take the policy details with you when you travel.

Additionally, Guests must conduct their own research on the regulations and restrictions related to carrying prescription medication, over-the-counter medication, vitamins, and supplements in the destinations of the tour. Ensuring compliance with local laws and regulations is the Guest's responsibility.

6. Alterations and Add-ons

Should you wish to make any alterations (i.e. room upgrades, flight seat upgrade, etc.) to an already confirmed Tour with us, or purchase add-ons to the itinerary (i.e. extra hotel nights before/after the tour, specific city tours, advanced purchases etc), you must notify us as soon as is possible, in writing. Whilst we will endeavor to assist you, we cannot guarantee that any request will be met. If we can make the requested change, you will be provided with a quote detailing any extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Please note that some airline tickets cannot be changed once they have been booked without incurring considerable costs to you.

7. Prices and Surcharges

The Tour's most up to date pricing is available on our website. VTA's Tour price is subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our Tour price may vary at any time in accordance with demand, market conditions, currency exchange rates, and availability. It is likely that different Guests on the same Tour have been charged different prices. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply as set out below in the **Tour Cancellation, Charges, and Transfers by the Guest** section.

VTA reserves the right to vary the price advertised or printed to cover any significant increase in fuel price, foreign exchange currency valuations, government taxes and charges, or other tour related tariffs and coats.

VTA reserves the right to impose surcharges up to 21 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. If any surcharge results in an increase of more than 10% of the Tour price

you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund minus any transaction and bank fees.

8. Eligibility to join the Tour

Availability is on a first-come-first-served basis and is not guaranteed until you have completed, signed, and delivered the Agreement to us and your deposit has been accepted by VTA. If you have paid the deposit, but have not submitted a completed Agreement prior to the Tour reaching its capacity VTA will not hold your reservation on the Tour. If VTA is not able to hold your reservation, VTA will refund any payments made, subject to any cancellation penalties specified in these Booking Terms and Conditions less any bank administration and transfer fees.

Other conditions may also be required to join the Tour, such as vaccination, age limit, etc., and these will be clearly communicated via the Tour's website and/or communication email between the VTA and the Guest. While we strive to communicate any extra conditions at the time of booking or prior to the Tour, we are subject to any requirement changes and alterations on behalf of local government, authorities, airlines, etc., and are not responsible for such late or last-minute changes.

9. Tour cancellation by Vegan Tours Australia

Subject to the cancellation provisions in this section, the Tour will be confirmed to depart once we have released a confirmation after obtaining our minimum number of Guests. The date of the Tour's confirmation deadline will be announced on the Tour's website.

If the Tour needs to be cancelled or rescheduled due to circumstances beyond VTA's control, or a "*force majeure* event", which make it impossible or impractical to host the Tour and proceed as per the original itinerary and/or scheduled dates, VTA will offer a place on the rescheduled Tour, or on an alternative Tour (subject to a refund or payment to cover any tour price difference) as soon as it's practical to do so.

A "*Force Majeure* event" includes but is not limited to: acts of God; war; civil commotion; riot; blockade or embargo; fire; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or other health emergencies; flood; windstorm or other extreme weather events; lack or failure of courses of supply; passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a Tour to commence or continue.

VTA also reserves the right to cancel or reschedule the Tour if VTA is not confident that the local situation in the destination we are traveling to will allow for the full enjoyment of the Tour as per our itinerary and/or advertising. Examples of these situations might include, but are not limited to, quarantine (or likely quarantine) for an unreasonable amount of time on arrival in the country or on return home, limits on the number of people traveling together, severe restrictions imposed on the Tour's activities, restaurants, hotels, etc.

In some cases, VTA may also be able to provide a voucher to the Guest, to be used on future VTA Tours within the scope and dates specified at the time of the voucher's issue. It is understood that there is no guarantee of a voucher option and any offer of such will be decided on a case-by-case basis by VTA, in its sole discretion. If a voucher option is not possible or accepted by the Guest, the remaining option of a rescheduled or alternative Tour will be the Guest's only options.

10. Tour cancellation, charges, and transfers by the Guest

Since we depend on a minimum number of Guests for a Tour to be confirmed, the deposit is non-refundable unless the Tour is not confirmed to go ahead by the deadline mentioned on the Tour's website. VTA reserves the right to extend the deadline date by no more than 30 days if this is conducive to the Tour's confirmation.

Once the Tour is confirmed to go ahead, and since we will have incurred costs from the time that you make your booking, the following cancellation charges will be payable:

Cancellation charges:

- If cancelling, for any reason, 90 days or more before your Tour start date, all payments until then, including, but not limited to, the deposit and subsequent payments that have been made, are non-refundable.
- If cancelling for any reason within 3 months of departure, all payments until then, including, but not limited to, the deposit and subsequent payments, are non-refundable, and the Tour's remaining balance will be due in full.

The Guest is strongly advised to obtain travel insurance that includes Tour cancellation coverage that will cover all non-refundable expenses related to the Tour. This insurance should be taken out as soon as possible to ensure immediate coverage. Guests are responsible for ensuring that the travel insurance they choose adequately protects against Tour cancellation and associated non-refundable expenses or accept this risk.

If you or any member of your party is prevented from traveling as originally confirmed, the person(s) concerned may transfer their place to another person (the **Transferee**) that is introduced by you as long as the following conditions are met:

1. VTA and all our local partners, suppliers and third parties accept the transfer of names, and are able to re-book the same arrangements,
2. The Transferee also accepts these booking Terms and Conditions, and signs the Release and Waiver; and
3. The Transferee provides us with their travel insurance details, and cover under such insurance is adequate.

If either you, your party, or any member of your party fails to arrive for the booked holiday as planned (i.e. a "no show"), VTA will be entitled to treat the reservation as having been cancelled, and a 100% cancellation fee (equivalent to the deposit and all

Tour costs paid to VTA in accordance with the Tour Acceptance Form) will apply. VTA has no responsibility to give you any notice of the cancellation.

11. Late Arrivals, Delays and Denied Boarding

All forms of transportation to and from the Tour's official starting/finishing city (mentioned above), and to the actual meeting location (to be announced prior to the Tour's start date), is the sole responsibility of the Guest. VTA does not accept responsibility for any transportation cancellation or delays which were booked by the Guest.

The fact that a delay may entitle you to cancel your transportation (ie flight, train, bus, etc.) with the transportation entity/company concerned does not entitle you to cancel your Tour with us or cancel any part of the Tour or cancel any other arrangements. We will issue no refunds or make payment of any kind to you in respect of any transportation delay or cancellation, downgrading of any ticket or denial of any boarding.

12. Authority On Tour

Our Tours are run by one or two Tour Leaders. The decision of any Tour Leader is final on all matters likely to affect the safety or well-being of the Guest and partners, suppliers, staff or any other person participating in the Tour.

13. Code of conduct and removal from the Tour

The Guest will be responsible for appropriate conduct during the Tour. If you fail to comply with a decision made by a Tour Leader or interfere with the well-being or mobility of the group, the Tour Leader may direct you to leave the Tour immediately, with no right of refund. We may also elect not to carry you on any future Tours booked.

Vegan Tours Australia strives to provide a safe and comfortable environment for an enjoyable holiday for all Guests on the Tour. As such, any Guest may be removed from the Tour for cases of, but not limited to, remarks of a racist, sexist, misogynist, and homophobic nature, or any physical or mental abuse towards any other Tour participants, tour leaders, guides, drivers, and any other partners and suppliers involved in the running of the Tour.

You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Appropriate clothing is also expected, especially where local customs and policies are involved (i.e. religious temples, churches and mosques; official Government buildings, dining establishments, etc.).

It is understood that Vegan Tours Australia only offers plant-based (i.e. vegan) Tours, and as such the consumption of non-plant-based foods during any included meals and activities, and on any included modes of transportation, can constitute sufficient grounds for removal of the Guest from the Tour.

Any warnings and the number of such, prior to removal from the Tour, remain at the discretion of VTA and the Tour Leader. VTA will not issue refunds or reimburse any passenger for any costs related to that Guest's removal from the Tour for any reason.

14. Baggage & Luggage

You assume total responsibility for your own luggage and personal items during the tour. The Guest is strongly cautioned against leaving articles on board carriers or the coach at any time.

Baggage restrictions and/or limitations will be detailed on the Tour's website.

Where flights are included on the itinerary, the Guest may bring one carry-on bag per person, provided the bag is carried personally and does not exceed the airline's size and weight limits, and one check-in luggage, again as per the airline's allotment policy.

15. Gratuities

Tips to guides and drivers on the Tour's included activities are included in the Tour's cost, and the Guest should not feel obligated to donate further, though this remains a personal decision.

Tips to hotel staff, and to any guides and drivers that are on optional activities or on any extra activities you have booked yourself, are not included. These gratuities should be extended on a voluntary, individual basis, and are not mandatory.

Tips to VTA tour leaders are not necessary. We would prefer you donate to animal sanctuaries, shelters, charities and rescue centres.

16. Governing Law

This Agreement and the terms it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of Australia. You hereby irrevocably submit to the exclusive jurisdiction of the courts of Australia and agree that no other courts can exercise jurisdiction over the agreements referred to herein. Any litigation to enforce this Agreement will be instituted in Australia and nowhere else.

17. Media Consent

Vegan Tours Australia (and authorized representatives) may and can use your image, video and audio for the purpose of promoting, publicising, or informing interested parties. You can opt out by informing VTA by email.

18. Virus, Infectious Disease, Medical Events, Traveling with Medication

Anyone who chooses to travel with us has a duty of care to themselves and the people around them. All our Guests must comply with local regulations and laws, as well as our own health and safety guidelines, to ensure that everyone can enjoy this group adventure.

In addition, each destination has their own vaccination, testing and health screening requirements for entry, exit and transit. It is the Guest's responsibility to check the local

government websites of their destination(s) to ensure you meet the proper requirements for entry.

It is also the Guest's responsibility to check the requirements for testing and health screening for the transportation to and from the meeting and departure point as well as countries through which the Guest is transiting and to re-enter the Guest's country of residence.

Additionally, Guests must conduct their own research on the regulations and restrictions related to carrying prescription medication, over-the-counter medication, vitamins, and supplements in the destinations of the tour. Ensuring compliance with local laws and regulations is the Guest's responsibility. It is the Guest's responsibility to adhere to the requirements for re-entry in their own country.

Guests are advised to have insurance to cover them in case of any changes to entry or departure rules, health screening, vaccination or other government requirements of any of the government of the Guest's residence, the Guest's destination, or any country through which the Guest must travel.

Government Travel Advisories

In the unlikely event that the government of the Guest's country of residence advises against all travel to the destination of the Tour or advises its citizens to return home immediately, but VTA still proceeds with the Tour, VTA will not refund the Guest. Guests are advised to have insurance to cover them in case of this eventuality or to accept this risk.

Fear of travel

VTA will not issue any refund to a Guest should that Guest choose not to attend the Tour due to fear of illness, infection disease, virus or other medical event and the cancellation charges set out above will apply.

Acceptance of Terms

By signing below, I acknowledge that I have read, understood, and agree to be bound by the Terms and Conditions set out in this document.

Tour guest's name:

Signature:

Date signed: