

## BOOKING TERMS & CONDITIONS

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your trip. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.

“You” and “Your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us”, “our” and Danielle and Peter Venn means TIKI TOURS.

## BOOKINGS

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Please contact our team on (07) 5575 7591 or email us on [info@tikitours.com.au](mailto:info@tikitours.com.au) with your booking request. A booking request is accepted when we issue a written booking confirmation and you have paid your deposit. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours other than a director has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

## SERVICES

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We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. You also receive the benefit of work we undertake in anticipation of bookings. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

## PAYMENT BY CREDIT / DEBIT CARD

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Payments can be made by direct deposit or credit / debit card. Depending on your card type, credit or debit card payments will attract a merchant fee to be confirmed at time of booking.

## PRICES & EXCLUSIONS

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Prices stated are in Australian Dollars (AUD\$) and are current at the time of publication. The most up to date pricing is available on our website. The price includes accommodation, transportation and other inclusions as per the published itinerary.

International and domestic airfares and airport/hotel transfers are not included unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

## PRICE VARIATIONS

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We reserve the right to vary the cost of your travel arrangements prior to commencement for circumstances beyond our control such as the imposition of fuel surcharges or new or amended Government charges.

We also reserve the right to vary the cost of your travel arrangements due to currency fluctuations. However, we will not vary the cost for currency fluctuations once full payment has been received by us and we will absorb the first 2% of any negative currency fluctuation.

If we impose a surcharge of more than 10% of the cost of your travel arrangements, you may cancel your travel arrangements and receive a full refund of payments made for those arrangements. You must exercise this right within 14 days after receipt of a surcharge invoice.

## DEPOSIT

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A deposit of AUD\$1,000 per person is required within 7 days (unless otherwise stated) of us accepting your booking. Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable.

## FINAL PAYMENT

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Payment in full must be received no less than 90 days before commencement of your trip. Note: some trips or particular arrangements may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

If you fail to make payment by the due date, we will remind you to make payment. In addition to the payment, you will also be responsible for any costs imposed on us by suppliers resulting from late payment. If we do not receive payment within 7 days after the reminder, you will be deemed to have cancelled your booking.

## CANCELLATIONS BY YOU

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You may cancel your booking by giving written notice to us. We will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice:

- Over 90 days before commencement: Deposit
- 90 days to 75 days before commencement: 75% of the booking value
- Within 75 days or no show 100% of the booking value

The cancellation charges specified above represent a genuine pre-estimate of the losses we have incurred if you cancel at particular points in time.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

## **ILLNESS OR VACCINATION STATUS PREVENTING TRAVEL**

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If due to any illness, suspected illness or failure to satisfy any required tests or vaccination requirements:

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the trip

and you are consequently prevented from commencing or continuing your trip, then:

- if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
- if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

We strongly encourage you to purchase travel insurance that adequately responds to cancellations and curtailments associated with illness and other unforeseen events as soon as you have paid your deposit.

## **OTHER CANCELLATIONS**

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In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (the events in (d) being "Government Restrictions").

## **Force Majeure - Prior to travel**

If:

- in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) determine that your travel arrangements cannot safely, lawfully or reasonably proceed due to a Force Majeure event; or
- you give us notice no more than 14 days prior to commencement of your booked travel arrangements that you cannot reasonably make use of them due to Government Restrictions (for example due to border closures)

then we may:

- reschedule your travel arrangements, but only if you are agreeable to the rescheduled arrangements; or
- cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will either:

- issue you with a credit equal to payments received by us for the cancelled travel arrangements, redeemable within 24 months of issue against any travel services offered by us; or
- refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third party costs and other expenses incurred or payable by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

Please note that our ability to issue you with a credit may be dependent on our suppliers issuing corresponding credits to us. We cannot guarantee that our suppliers will issue corresponding credits and so in such circumstances we may opt to pay you a limited cash refund as outlined.

## **Force Majeure - During travel**

If due to Force Majeure we cancel travel arrangements after your trip has commenced, we will provide you with a refund of recovered third party costs plus any third party costs we don't incur for cancelled travel arrangements only.

## **Force Majeure – General**

Where a limited cash refund is to be paid by us, we will use reasonable endeavours to recover payments from third parties attributable to your booking, but we make no guarantee that we will be able to recover these payments either partially or at all. If after we have paid you a limited cash refund (or after we determine that no cash refund is currently payable) we recover payments from third parties attributable to your booking, then we will pass on this payment to you.

We will not be responsible for any other loss or costs you incur in connection with your booking (for example, airfares, insurance and visa expenses) if your trip or particular travel arrangements are cancelled due to an event of Force Majeure.

If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure which you accept, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events as soon as you have paid a deposit.

## **Other cancellations**

If we cancel your travel arrangements for reasons other than Force Majeure or a failure to satisfy minimum numbers, you will be offered (at your election) a refund of all funds paid, or the offer of travel arrangements of substantially equal quality if appropriate. To the fullest extent permitted by law, we will not be responsible to you for any other expenses or loss you incur resulting from our cancellation.

## **AMENDMENTS BY YOU**

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We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation. An amendment fee of \$250 per person will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.

## **AMENDMENTS BY US**

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### **Prior to travel**

Due to the dynamic nature of the travel industry, we may occasionally need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. Most changes will not be significant. If we become aware of any significant changes to your itinerary or its inclusions that materially detract from the overall value of the trip (where we determine it can still proceed), then we will notify you within a reasonable time and refund you an amount attributable to any reduction in value determined by us acting reasonably.

### **During travel**

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns.

## General

To the fullest extent permitted by law:

- we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications;
- if you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept; and
- we will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions.

## UNUSED & DENIED SERVICES

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No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of common carriers to operate according to schedule, which we disclaim responsibility for.

If you are not fully vaccinated against Covid-19 and particular suppliers refuse to provide you with travel arrangements, then you agree you will not be entitled to any refund for those arrangements. We will not be responsible to you for any loss or expenses you incur (including loss of enjoyment) if you are denied services in these circumstances.

## CLIENT NAMES – EXACTLY AS PER PASSPORT

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For security reasons, airlines and our overseas suppliers require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

## TRAVEL INSURANCE

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It is a condition of your booking that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

## ACCOMMODATION

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Due to the dynamic nature of the travel industry, we may need to substitute hotels, vessels and other forms of accommodation with properties or vessels of a substantially comparable or higher standard. We will endeavour to minimise substitutions. You acknowledge that these substitutions will not be considered a significant change. Classifications of the accommodations are based on the grading given by local tourist authorities.

## SOLO TRAVELLERS - SINGLE OCCUPANCY

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It is important to note that payment of the single supplement does not guarantee a bigger or better room, only privacy. To ensure that solo travellers are not disadvantaged, where possible, we package a double room for single use. Please carefully note, final room allocation is not within our control and is up to the management of each individual accommodation.

## ROOM SHARE

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We offer a matching service for solo travellers who are willing to share twin accommodation, saving on single supplements. Only travellers of the same sex will be matched. There are no guarantees that a match will be possible and we do not warrant the suitability or characteristics of any persons we match. Please do not request a room-match if you snore. Please note that a person we match you with is not responsible to provide any assistance to you. If we are unable to find a match, single supplements will apply.

## TRANSPORT

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Depending on the group size, destination, local road network, access and terrain, we will travel in a private, 16, 19 or 30 seater air-conditioned coach offering all modern facilities and ample space for your personal luggage.

## SPECIAL REQUESTS

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Please advise us in writing at time of placing your booking should you have any special requests that should be taken into account to ensure maximum enjoyment of the tour.

## BAGGAGE ALLOWANCE - PORTERAGE

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The official baggage allowance is 1 suitcase per person (maximum of 20 kg) plus 1 cabin bag per person (not exceeding 7 kg). Hotel portorage in / out is included on tour as per the itinerary and as part of the tour price.

## PASSPORTS, VISAS

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It is a requirement that you hold a valid passport with sufficient validity and any required visas for your trip. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited.

## LAND ONLY PACKAGE – RETURN AIRPORT TRANSFERS

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Our Europe packages are available on a 'Land Only' basis. (long-haul flights from Australia are not included). For our office records, we require your contact details and a copy of your flight itinerary (incl. any European sectors) at least 1 month prior to your arrival in Europe.

Airport transfers to / from your hotel are only included at the start and finish of the tour and as per the dates for each tour itinerary published on our website / digital brochure. If you are travelling outside these dates, you will need to organise your own transport to / from our tour hotels. To ensure you can take advantage of our arrival airport transfer, we recommend arriving in Europe at least 1 day before the official start of the tour and stay 1 night at a nearby airport hotel enabling quick and easy access to the airport the next day where you will meet up with our tour director and coach at a designated place and time (to be confirmed closer to tour departure).

On the last day of the itinerary, our tours usually officially finish after breakfast following your departure transfer. To allow for flight delays and schedule changes, to play it safe, we recommend booking 1 night at a nearby airport hotel on the day that the tour officially finishes and fly out the day after. Please liaise with us closely before booking your flights and contact us with any queries.

## EUROPEAN TOUR DIRECTOR

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A full-time European tour director (bi-lingual) will fully escort the tours in Europe, regardless of the number of tour participants booked. The tour director stays in the same hotels as per the group bookings and eats with the group. The tour director is there from start to finish, he / she will meet you at the airport and this is also where he / she waves goodbye.

## VACCINATIONS

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We strongly encourage you to be fully vaccinated against Covid-19 with a vaccine approved by the Therapeutic Goods Administration.

This is so health risks for yourself and others you come into contact with can be mitigated. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.



## HEALTH & FITNESS

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It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice. If you have doubts about your ability to undertake the trip, please contact us to discuss your circumstances prior to making a booking request.

### Existing Medical Conditions

If you have a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may materially affect the usual conduct of the trip, then you must advise us prior to or at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel or will require special assistance which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition prior to or at the time you made your booking request, we will provide you with a full refund of payments made less an administrative fee of \$250 per person.

If you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

### New Medical Conditions

You must advise us of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention, or which may materially affect the usual conduct of the trip.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance which we cannot reasonably provide or if you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

### Non-Disclosed Medical Conditions

If any non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide, then we acting reasonably may exclude you from the trip. This will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

## DIETARY REQUIREMENTS

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Special dietary requests are required to be notified to us within 7 days after we confirm your booking. We will endeavour to communicate your requirements to relevant suppliers. However, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens other than in circumstances where we have been negligent.

## INDEPENDENT SERVICES

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We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation given by us, a guide or local representative is made in good-faith, based on known information, and does not make us responsible for the acts or omissions of the principal operator of the excursion or activity.

## AUTHORITY ON TOUR

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When joining a group tour, you undertake to conduct yourself in a manner conducive to good group dynamics. If you act in a manner that threatens the safety of others on the tour or significantly disrupts their enjoyment, the tour leader may, acting reasonably, require that you leave the tour. You will not be entitled to any refund for unused services and you will be responsible for any additional costs you incur.

## REFUSAL OF CARRIAGE

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The company and its contractors reserve the right either before or during the tour to refuse to carry or accommodate any tour participant which it reasonably considers, in the light of the best interests of all participants on the tour, to be unsuitable by reason of physical or mental condition.

## MINIMUM NUMBERS

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Some trips are based on a minimum number of passengers travelling. We will advise you prior to confirming your booking if this is the case. If a trip fails to satisfy minimum numbers, the trip may be cancelled or re-costed. We will give you notice no later than 45 days prior to the trip's commencement. If the trip is re-costed, you will have the option to either accept the new cost or to cancel your booking. You must make this election within 14 days of receiving notice from us. If the trip is cancelled or if you cancel your booking in these circumstances, we will at your election refund all payments made or credit payments towards alternative arrangements.

We will not be responsible for any other travel arrangements affected by, or any additional costs incurred, as a result of cancellation in these circumstances.

## TRAVEL DOCUMENTS

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Final travel documents will be despatched electronically to your nominated email address approximately 1 month prior to tour departure. Some of the documents will also be supplied in print format and will be included in your personal travel wallet to be forwarded by express mail service to your postal address.

If you require access to your travel documents earlier, please give us ample notice at the time of booking so we can factor in and despatch your final documents in good time.

## IMAGE RELEASE

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When on tour, we may take photographs or make recordings of you and your activities that identify you. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your tour.

## ACCEPTANCE OF RISK

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### General

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or from visiting destinations which present geographical, political or cultural risks and dangers.

You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept inherent personal risks associated with your travel.

### Covid-19

You acknowledge that you are travelling at a time when Covid-19 is endemic and that Covid-19 presents risks to your health and may cause death. By making a booking request, you accept all risks associated with Covid-19 infection during travel and you release us (and our directors, officers, employees and suppliers) from liability in connection with Covid-19 infection.

## RESPONSIBILITY

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### Services supplied by independent suppliers

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control could include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us), attraction and venue operators and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier and not caused by our negligence. Any claims you have in this regard must be made against the Independent Supplier.

## **Services we directly supply**

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and contractors (where we have direct control over them) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

## **Recreational services**

If we supply any recreational services to you, then to the maximum extent permitted by law we exclude any liability for death, physical injury or mental injury or any other liability referred to in section 139A(3) of the Competition and Consumer Act 2010 (Cth) resulting from our failure to comply with a guarantee that applies under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law.

This exclusion does not apply to significant personal injury caused by our reckless conduct.

Recreational services means services that consist of participation in the activities referred to in Section 139A of the Competition and Consumer Act 2010 (Cth), being participation in:

- (a) a sporting activity or similar leisure time pursuit; or
- (b) any other activity that:
  - (i) involves a significant degree of physical exertion or physical risk; and
  - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

## **General liability limitation**

We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays outside of our control.

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory guarantees into consumer contracts ("Consumer Guarantees"). These Booking Conditions do not exclude or limit the application of the Consumer Guarantees other than to the extent they can be excluded or limited, in which case we limit or exclude the Consumer Guarantees to the fullest extent possible. Other than the Consumer Guarantees, we disclaim all warranties and guarantees.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having them re-supplied.

## **ACCURACY**

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Much care has been taken in the compilation of our itineraries and we make every effort to ensure the accuracy of the information supplied in our digital brochure and on our website. Reasonable changes in the itinerary may be made without notice where deemed necessary in the best interest of the tour.

## **COMPLAINTS**

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In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems as soon as possible. This is so we or our suppliers have had the opportunity to put things right on the ground.

If you notify us of a problem during travel and we haven't resolved it to your satisfaction, please follow this up in writing within 30 days from the end of your travel arrangements. This is so we have the opportunity to pursue the claim with our own suppliers (if relevant).

If you fail to follow this procedure, this may limit your rights to make a claim.

## **DEEMED ACCEPTANCE**

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If you place a booking on behalf of another party, you represent and promise us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

## **TRAVEL AGENTS**

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Where you make a booking through a travel agent, we are not financially liable for the booking until such time that payment has been received by us.

It is the travel agent's responsibility to ensure that all itinerary, documentation and invoices issued by us are correct.

In addition, it is the travel agent's responsibility that the customer is aware of amendment and cancellation conditions and all other clauses in these booking terms and conditions.

## GENERAL

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The contract between Danielle and Peter Venn trading as TIKI TOURS and you is governed by the laws of the State of Queensland. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Queensland.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here [www.tikitours.com.au](http://www.tikitours.com.au)

Updated: 20 November 2023