

TERMS & CONDITIONS

The following general terms and conditions apply, however regional circumstances and regulations, contractual obligations to suppliers, and matters relating to location, product type and supply logistics may cause these to be varied slightly for specific products, or specific destinations. These amendments and alterations are shown in the Terms And Conditions sections of our web site, and should be read in conjunction with the Terms And Conditions shown below.

Travel arrangements and prices detailed on our web sites are provided and coordinated by Journeys Worldwide Pty Ltd ABN 37 624 169 375.

Journeys Worldwide has taken due care and responsibility to verify and check all information on our web site as at the time of compilation, however, as this information is supplied by the relevant accommodation & tour/cruise operators in our brochures, it accepts no responsibility for any inaccuracy or misdescription contained in the publications.

Sales of services as contained in our publications are made by Journeys Worldwide only as agent for the person, business or company providing the services. The standards of accommodation and other services chosen are based on various factors, which are generally accepted as indicative of a certain class.

Journeys Worldwide does not accept responsibility for any change in prices or variation of services as shown, and all services and prices are subject to change without notice.

Journeys Worldwide does not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those service providers in connections with your convention pursuant to a contract between them and yourselves and over whom we have no direct control. We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.

It is essential that you check with us for any changes or variations to the information shown on our web sites. This will allow us to advise you of any such changes that we are aware of either before you book your holiday, or prior to your departure.

Terms and Conditions of Booking

These booking conditions apply to the person making the booking and all other persons on whose behalf the booking is made.

Please read these booking conditions carefully. They apply to all bookings made through Journeys Worldwide Pty Ltd, who are acting as agents on behalf of all of the suppliers (including airlines, tour and cruise operators, car hirers and accommodation providers) in your booking. You are contracting with the suppliers, whose terms and conditions apply to your booking. Copies of those terms and conditions are available upon request.

By booking your arrangement with us, or using our website, you are agreeing to be bound by the terms of these terms and conditions.

The person making the booking must be at least eighteen years of age and must be authorised to make the booking on behalf of the members of the party. The person making the booking must also provide a copy of these booking conditions to the other members of the party. The terms and conditions of each supplier you have booked with will apply to your booking.

UNDERTAKING

Journeys Worldwide undertakes to provide all services offered subject, but not limited to, the terms and conditions set out herein, which terms and conditions are accepted by the traveller. Individual itineraries, bookings and journeys will have additional terms and conditions.

DEFINITIONS

- a. Journeys Worldwide means Journeys Worldwide (Pty) Ltd, ABN 37 624 169 375
- b. Traveller means: Individuals, groups, companies or other legal persons using the services offered by Journeys Worldwide and includes the agents of travellers.
- c. Services means: The provision of accommodations and/or transportation and/or meals and/or any and all other travel services and activities as offered or provided by Journeys Worldwide and accepted by the traveller.

Quotes, Rates and Price Variations: Our quotation system accesses both live pricing and static pricing depending upon the supplier. It is not uncommon for suppliers (e.g. Airlines, Cruise Liners and Hotels) to sell out, alter or withdraw prices including advertised special rates. If prices, rates or inclusions vary from your quotation or from an advertised price, we will advise you of any change prior to your booking request and any transaction being processed. If you do not wish to proceed with the booking at the new price, you may cancel the booking request at no cost to you. Once your booking has been confirmed and payment received, any new specials released cannot be applied to existing bookings. Prior to full and final payment being received, we reserve the right to vary prices and rates in the event of changes in exchange rates or price rises made by wholesalers or other suppliers. If the cost of any service increases due to exchange rate

fluctuations, price increases, tax changes or any other reason, you are required to pay the increase when notified by us or you may cancel the booking. We are not liable in any way if any increase occurs due to exchange rate fluctuations, taxes or supplier notifications. Rates quoted are appropriate to the particular product at the time of quoting and these rates may change prior to the travel date. All prices are subject to availability and can be withdrawn or varied without notice.

Quotations: All quotations are subject to availability of services quoted and are not guaranteed until the booking is confirmed and deposit received. Quotes are valid for 48 hours from issue date.

TERMS OF PAYMENT

- a. On confirmation of services: a minimum deposit of 20% of the quoted tour price is required. This amount is subject to individual requirements of each supplier.
- b. A minimum of 60 days before commencement of services the full payment, plus rooming list, is required.
- c. For tours that include services of certain suppliers with more stringent policies, different payment terms may be enforceable. These will be provided when applicable.
- d. Large group programs may attract specific payment terms which will be provided when applicable.
- e. Airline reservations:
 - i. Payment is generally required immediately on booking.
 - ii. All airfare reservations are arranged subject to the conditions imposed by the respective airline.
- f. Bookings made within 45 days of commencement of services must be accompanied by full payment of the tour, plus rooming list.
- g. If the required deposit or final payment is not received by due date, Journeys Worldwide reserves the right to withdraw services.
- h. The non-issuing of an invoice or non-payment of deposit will not exempt travellers from these payment terms.

Bookings made less than 45 days prior to travel: Bookings made within 45 days of travel are payable in full

Credit Card: We accept all credit cards and the relevant credit card Merchant fee is applied when processing.

- Mastercard (Standard) – 1.3%
- Visa – 1.5%
- American Express – 2.0%
- Diners Card – 2.5%
- International Credit Cards – 3.0%



Direct Deposit: There are no card fees associated with this form of payment. Direct Deposits must be made 48 hours prior to the due date to ensure funds are received in time.

Payment Processing Terms & Conditions: By providing your credit card details and accepting our Terms & Conditions, you authorise Travel Online to arrange for funds to be debited from your nominated credit card, in accordance with the terms & conditions of the Direct Debit Request Service Agreement (DDRSA) as amended from time to time.

Your bank or credit card provider may apply currency conversion fees. Credit Cards are required to secure bookings if you are travelling within 14 days.

CANCELLATIONS AND CHANGES TO BOOKINGS

- a. Cancellations made more than 60 days prior to arrival will normally result in loss of deposit. In addition, Journeys Worldwide reserves the right to recover any costs incurred or charges received from suppliers up to the date of cancellation.
- b. In the event of services being cancelled 60 days or less, prior to arrival, the following cancellation fees will apply:
 - i. 60 days to 46 days before commencement of services: 50% total quote price due plus any additional charges levied by suppliers up to date of cancellation.
 - ii. 45 days to 31 days before commencement of services: 75% total quoted price due plus any additional charges levied by suppliers up to date of cancellation.
 - iii. Within 30 days of commencement of services: 100% of total quoted price due.
 - v. No shows' will be charged 100% of the quoted price.
- d. For tours that include services of certain suppliers with more stringent policies, different cancellation fees will be enforceable.
- e. Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional Supplier charges. Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.
- f. The non-issuing of an invoice or non-payment of deposit will not exempt travellers from these cancellation terms.
- g. **Flight Cancellation Policy:**

Flights booked with Journeys Worldwide Pty Ltd are governed by the terms and conditions of the airfare you purchased and are determined by the Airline (not Journeys Worldwide Pty Ltd).

In most cases, airfares are fully non-refundable and non-transferable.

Airline charges or part or full cancellation fees may apply to your particular airfare. A Travel Consultant will help you wherever possible within these terms and conditions.
- h. Much care has gone into the composition of programs and tours for travellers, however circumstances such as currency devaluation, fuel surcharges or price amendments by suppliers may necessitate changes in costs and tour programs. Should



this occur you would be notified as soon as possible, although Journeys Worldwide does reserve the right to change the itinerary of any tour without prior notice.

Notwithstanding that deposits or complete payments have been made, any increases up until the date of departure of arrangements resulting to the above are to be paid by the traveller. If such increases are unacceptable, the traveller may cancel his/her booking, though in so doing he/she is still liable to pay any cancellation charges imposed in the way of cancellation, administration, communication charges etc.

BOOKING CONTRACT

Your booking is confirmed and a contract exists when Journeys Worldwide issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to Journeys Worldwide immediately.

Please ensure that names are exactly as stated in the relevant passport.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to the Tour Operator.

BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying the Tour Operator or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and that the Tour Operator will, under no circumstances, be liable for any errors or omissions in the information provided to complete a booking.

INSURANCE

Travel insurance: Journeys Worldwide strongly recommends that you take out comprehensive travel insurance at the time of paying a deposit. The policy should provide cover for loss of deposit, cancellation and additional expenses, medical expenses and repatriation and loss or damage to baggage and valuables. You are responsible for making any special or increased insurance arrangements which you deem are necessary. Travel insurance is considered mandatory on certain tours.

Liability insurance: Journeys Worldwide carries liability insurance – details of which can be made available on request.

FORCE MAJEURE – Journeys Worldwide shall not be liable for any loss or damage incurred by you as a consequence of Journeys Worldwide or any of the suppliers being unable to perform its obligations under your contract(s) due to the unusual or



unforeseeable circumstances (a “force majeure event”) beyond the control of the party affected by the force majeure event

INDEMNITY

a. Journeys Worldwide, its agents, and sponsoring organizations act only as agents for the suppliers of transportation, accommodations, food, and other goods and services provided to the passenger. All arrangements for transport, accommodations, and services are made upon the express condition that Journeys Worldwide shall not be liable for any direct, indirect, consequential, or incidental damage, injury, loss, accident, delay, or irregularity of any kind occasioned by reason of any act or omission beyond its control, including, without limitation, any act of negligence or breach of contract of any third party such as an airline, cruise line, train, hotel, restaurant, ground handler, etc., who is to or does supply any goods or services for the tour. Without limiting the foregoing, Journeys Worldwide is not responsible for any losses or expenses due to delay or changes in schedule, overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, acts of terrorism, war, quarantine, criminal activity, or for any other cause beyond its control.

b. Some programs may take travellers into close contact with wild animals. Rangers and guides should brief travellers accordingly, however, neither Journeys Worldwide, their employees nor their assigns can be held responsible for any injury or accident whilst on safari.

c. We strongly recommend that travellers take adequate personal travel insurance cover as soon as is reasonable and definitely before departure from home.

LUGGAGE

Please check with us in regards to your specific destination and travelling arrangements. Journeys Worldwide accepts no responsibility for loss or damage to luggage or personal property from whatsoever cause arising. Travellers are advised to take up adequate insurance cover.

Some destination specific advice below:

Please note – For light/small aircraft travel within Botswana, each passenger is limited to one soft-sided bag, the maximum weight limit is 20kgs (44lbs) per person, plus a typical sized camera bag.

Baggage for travel within Namibia and Zambia is typically limited to 15kgs (33lbs) per person in a soft bag, plus a typical sized camera bag. Should passengers arrive with excess baggage without prior warning, their baggage could be delayed as alternative arrangements (at considerable cost to clients) will need to be made. However, should clients know in advance that their baggage will exceed the limit, an extra seat (for the bags) can usually be booked, at additional cost. Maximum luggage size is 25cm x 30cm x 62cm.

HEALTH

- a. Please consult your doctor/pharmacist for specific medical advice.**
- b. We strongly suggest that travellers travelling to malaria endemic regions take anti-malarial medication prior to commencing travel to malarial destinations.**
- c. Clients with specific health problems or specific requirements must notify Journeys Worldwide in advance.**
- d. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.**
- e. If you have any pre-existing medical conditions which may impact your ability to travel, participate in a tour, travel to remote areas without access to medical facilities or may adversely affect the experience of others on your tour, you must return a medical form, signed by a licensed and practicing physician to Journeys Worldwide, prior to or at the time of final payment for the applicable booking. Journeys Worldwide reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a tour.**
- f. Journeys Worldwide reserves the right to deny you permission to travel or participate in any aspect of a tour at any time and at your own risk and expense where Journeys Worldwide determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.**
- g. Pregnancy is considered a medical condition and must be disclosed to Journeys Worldwide at the time of booking.**
- h. It is your responsibility to assess the risks and requirements of each aspect of the tour, based on your own unique circumstances, limitations, fitness level and medical requirements.**
- i. Travel with Journeys Worldwide may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your tour varies and Journeys Worldwide makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.**

SPECIAL REQUIREMENTS

Any special requirements must be disclosed to Journeys Worldwide at the time of booking. Journeys Worldwide will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to Journeys Worldwide at the time of booking but we cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and Journeys Worldwide and we are not liable for any failure to accommodate or fulfill such requests.



VISAS AND PASSPORT

- a. Clients are required to ensure that all such passport, visa and other immigration requirements are attended to, as Journeys Worldwide and their assigns accept no responsibility in this regard.**
- b. Most countries require that visitors have a passport that is valid for at least 6 months after the intended departure date from the country being visited.**
- c. Passports should also have a minimum of two blank passport pages per country visited. The blank pages cannot include the “endorsement” page at the back of the book. If there is insufficient space in the passport, entry into a country could be denied.**
- d. If you require a visa, you must ensure that your passport has two blank facing pages – one for the visa and one for the entry stamp. Visitors who intend on travelling to South Africa’s neighbouring countries and back are advised to apply for multiple entry visas.**

TRAVEL DOCUMENTS

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to Journeys Worldwide’s attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, damage, theft, etc.

Prior to booking international travel, we recommend that you review any prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

FLIGHT BOOKINGS

- a. Fares and seat availability are subject to changes and increases at any time prior to a booking created and issue of tickets.**
- b. Airlines require the full names of the passengers as printed on the passports and won’t accept changes once the tickets are booked. For this reason, it is best to supply a copy of all passengers’ passports. Journeys Worldwide does not accept responsibility for incorrect spelling of names, therefore please ensure that you provide us with the accurate information and double check your tickets IMMEDIATELY on receipt.**
- c. Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight as booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a ‘no-show’, which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.**
- d. If you arrive at a check-in counter with your confirmed ticket and find that the airline shows no reservation for you – do not leave the counter. Check your ticket. If the status box shows “OK” for the flight in question, the airline policies typically require them to accommodate you on that flight, or if that is not possible, they must either find**



you a substitute flight or pay you denied boarding compensation. If necessary, ask to speak to a supervisor.

COMPLAINTS

We hope you will have no reason to complain, but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier or contact Journeys Worldwide. We shall attempt to resolve the matter immediately but if you remain dissatisfied you must contact us in writing, within 28 days from the end of your trip or holiday. Failure to complain at your destination may mean we will be unable to resolve the dispute after you return home.

PRIVACY AND DATA PROTECTION

In order to process your booking we need to pass your details to the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing purposes and if you do not wish to receive any further information, please inform us. Please see our [Privacy Policy](#) for further information in this regard.

GUIDED TOURS AND EXCURSIONS

Where these are organised and run by operators other than Journeys Worldwide, these may be conducted by multilingual Tour Guides.

OPTIONAL EXTRAS

“Optional Extras” refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and do not form part of the Tour. You agree that any assistance given by the Tour Operator’s representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and the Tour Operator makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of the Tour Operator regarding any Optional Extras. You release the Tour Operator from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras. You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

FLEXIBILITY

You acknowledge that the nature of travel requires flexibility and that you will permit reasonable alterations to products, services or itineraries by the Journeys Worldwide. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of the Journeys Worldwide (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued

for services that are missed or unused after departure due to no fault of Journeys Worldwide, including your removal from a tour because of your negligence or breach of these terms.

ACCEPTANCE OF RISK

You acknowledge that Journeys Worldwide and the products and services offered by them may involve a significant amount of risk to your health and safety. By traveling with Journeys Worldwide you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases Journeys Worldwide from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, visiting foreign or local destinations and participating in any activities such as those included in Journeys Worldwide itineraries or otherwise offered by Journeys Worldwide.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates and that there may be a significant degree of personal risk involved in participating, travel to remote locations, carriage by watercraft, participation in “extreme sports” or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries where you visit are often lower than the standards you may expect in your home country or region. You agree that Journeys Worldwide is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on tour or, if in the opinion of Journeys Worldwide (acting reasonably), your behaviour is causing or is likely to cause danger, distress or material annoyance to others, Journeys Worldwide may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the part of Journeys Worldwide. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by Journeys Worldwide or their suppliers for property damage, destruction or theft caused by you while on a tour. You agree to immediately report any pre-existing damage to staff of the accommodation, transportation service, or facility as soon as possible upon discovery.



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You agree to take all prudent measures in relation to your own safety while on tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither Journeys Worldwide, nor its Third Party Suppliers, are liable for loss or damages caused by your failure to comply with safety instructions or warnings

Journeys Worldwide is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

GENERAL

We reserve the right at any time to modify this Agreement without prior notice to you. Please refer to our website from time to time to review the most current version of the Agreement. Your continued access, or use of our website or services, signifies your acceptance of the modifications to the Agreement. You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason and such termination shall not affect any right to relief to which we are entitled.

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the enforceability of the remaining provisions will not in any way be affected or impaired.

Last updated: 26th November 2019