

# Terms & Conditions

Bunnik Travel Pty Ltd – Trading As Bunnik Tours.  
ACN 077 203 466 ABN 38 077 203 466 Lic No. TTA149286  
122 Pirie Street, Adelaide SA 5000 Australia.

***These Booking Conditions constitute the entire agreement between the parties as to their subject matter, and supercede all prior agreements and understandings between the parties. By making a booking and paying your deposit you accept the following booking terms and conditions.***

Please note that all tours are subject to availability and all prices are subject to change without notice until your holiday has been paid in full.

## Payment

A deposit payment of \$500 per person (\$1,000 per person for South America, Special Rail Journeys & Partner River Cruising tours) together with a completed booking form is required within 7 days of reservation. Final payment is due 60 days prior to departure (90 days for Special Rail Journeys & Partner River Cruising). Please note that tour costings are based on using special airfares which require early payment. This payment schedule can be found on page 11. Separate deposit payments are required for pre and post tour extensions. We may cancel your booking if either the deposit payment or the final payment is not paid by the relevant due date. In the event of cancellation, the cancellation conditions set out below will apply. All prices are quoted in Australian dollars and must be paid in Australian dollars.

## Late Bookings

Bookings received within 30 days of departure will incur a late booking fee of \$50 per person. Additional courier fees may also apply. A guarantee of full payment is required at the time of booking for all bookings received within 6 weeks of departure.

## Bookings Sold on a Share Basis

Bookings may be accepted where requested on a share room basis on the condition that the person/s requesting the share reservation agree that although every effort will be made to comply with requests regarding age, non-smoking etc... this is not always possible and we accept no responsibility for any incompatibility between persons sharing twin/ triple rooms. No guarantee is given that a share room will be found. If a share room is not available at the time of final payment, either the single room alternative or the cancellation conditions set out below will apply at your option.

## Single Rooms

If by choice or circumstance a single room is required, then a single room surcharge will apply. Requested and booked single rooms at the increased cost are confirmed in good faith on the basis of the information available at the time. If by some chance whilst on tour, the single room is not available, a refund will be made for any night that the paid single room was not available.

## Fluid Pricing

Bunnik Travel operates on the basis of fluid pricing. This is the practice within the travel industry where pricing changes due to various factors including, but not limited to, changing airfares, market conditions and spot specials. We therefore reserve the right to change our prices without notice. This can mean that different passengers on the same tour may have been charged different prices. Bunnik Tours will not enter into any correspondence regarding any such variation in pricing. Our current pricing can be found on our website.

## Airline Schedule Changes

Bunnik Tours is not responsible for any schedule changes imposed by airlines. Whilst we will do our best to reschedule your touring and accommodation Bunnik Tours is not responsible for any additional costs nor services missed as a result of an airline imposed schedule change or delay.

## Travel & Accommodation

Bunnik Travel are not themselves carriers or hoteliers nor do we own aircraft, hotels or coaches. The flights, coach journeys, and other travel and hotel accommodation comprised in your holiday are provided by reputable carriers and hoteliers on their own conditions. It is important to note therefore that all bookings are subject to the terms and conditions and limitations imposed by the individual airlines, coach operators, hoteliers and other service providers (including but not limited to shipping, rail, car hire, and restaurant service providers) who provide services in relation

to your tour. Some of these terms and conditions may permit the service provider to cancel, delay, divert or substitute services at their discretion, and may limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. It is your responsibility to be aware of and comply with the terms and conditions of each service provider.

## Risk & Liability

Every effort is made to ensure that your holiday arrangements are satisfactory and we accept liability for, but only to the extent of, any loss or damage sustained by you as a direct result of our negligence. In any event, our aggregate liability to you is limited to the amount you have paid to us for the relevant tour.

You acknowledge and agree that there are inherent risks involved in participating in the tour, including without limitation possible contact with native fauna, local residents, unforeseen events and travel in remote locations. By making a booking, you agree to accept all risks associated with the tour. We exclude, and you unconditionally release us from, all liability, including without limitation in contract and in tort, for any cause of action, including any injury, damage, loss, cost, delay, additional expense or inconvenience caused directly or indirectly as a result of the inherent risks associated with the tour, or any force majeure events or other events which are beyond our control, including but not limited to war, civil disobedience, terrorism, insurrection, accident, explosion, sickness, fire, floods, severe weather, acts of God, acts of Government, alteration or cancellation of scheduled air services, accidents to or failure of machinery or equipment or industrial action.

If we or our service providers are affected in any way by a force majeure event, we may in our discretion vary or cancel any itinerary or arrangement in relation to the tour as we consider necessary, without incurring any liability to you.

Each service provider is responsible for the part of the tour it conducts. Service providers are not our agents or employees and are not under our direct control. We therefore do not warrant the performance of any service provider. We do not accept, and you release us from, all liability for any injury, loss, damage, costs or expenses, including without limitation any property damage or personal injury, that you may suffer which arises out of any act or omission of a service provider or operator who provides services in connection with your tour. Any claim that you may have in relation to a service provider should be raised directly with that service provider.

You are responsible for any injury, loss, damage, costs or expenses arising through your own fault. You agree to indemnify us against all actions, proceedings, claims, demands, expenses and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against us) as a result of, or arising in relation to, whether directly or indirectly, your participation in the tour or any act or omission by you in relation to the tour.

## Exclusion From Tour

You may be excluded from the tour at our discretion if you fail to comply with our reasonable instructions while on tour, if you interfere with other clients' enjoyment of the tour, if you jeopardise the safety of other clients, if you engage in illegal or undesirable behaviour, or if you otherwise become a hazard to yourself or other clients. You will not be entitled to a refund and we will not be responsible for any expenses that you may incur if you are excluded from a tour for any of these reasons.

## Changes in Price and Minimum Numbers

Please note that all tours are subject to availability and all prices are subject to change without notice until your holiday has been paid in full. We reserve the right to change the tour components, the departure date, or any other aspect of the tour at our discretion until the tour has been paid for in full.

All tours are based on a minimum number of participants. If this minimum number is not reached we reserve the right to cancel or re-cost this tour as appropriate. If we re-cost the tour and you decide not to proceed, or, if we cancel the tour, your deposit is refundable in full. In all other circumstances your deposit is non refundable.

## Health & Fitness

A minimum level of fitness is required to be able to participate on a Bunnik Tour. As a minimum you will need to be able to walk 2km on uneven surfaces, carry your own luggage and walk up a few flights of stairs with ease. All passengers aged 70 years and over must provide a fitness to travel letter from their doctor at the time of booking. You must inform us before the commencement of the tour of any medical condition that you have which may affect your ability to participate in the tour.

We may decide at our absolute discretion not to include you in a tour or in any activity if we consider that you are unable to safely participate in that tour or activity as a result of a medical condition or otherwise, or if we consider that your participation may place the safety of other clients at risk.

We exclude all liability for any illness, injury or death sustained by you on tour as a result of any pre-existing medical condition. We will not be responsible for, and you agree to release us from, any liability arising out of any medical condition, illness or injury that you may suffer during the tour or as a result of the tour.

You should consult your doctor or travel medical specialists in your home state before travel regarding any inoculations, medications and other health precautions that should be taken in relation to travel within the regions comprising your tour.

### **Insurance**

Travel insurance is not included in any of the prices in this brochure. It is a condition of travelling with Bunnik Tours that you have comprehensive travel insurance to cover you for the full duration of your journey for costs associated with illness, injury, death, loss of or damage to baggage and personal items, cancellation, loss of deposit, medical and hospitalisation expenses, repatriation and curtailment expenses due to illness, the need to return home unexpectedly, evacuation expenses and accidental death or disability. We will be able to advise you on request about travel insurance packages. However, you are solely responsible for obtaining the appropriate insurance cover as set out above. Bunnik Tours does not consider travel insurance offered by credit card companies as providing adequate cover.

### **Amendment Fees**

Alterations to itineraries to suit individual requirements may be made in most instances. Requested amendments should be submitted to us in writing at time of booking. When alterations are requested after bookings are made, the \$30 fee is applicable plus any additional costs and administrative expenses incurred in arranging the alteration. Alterations will be made at our discretion and may not always be possible. The alteration fee is due within 7 days of notification from us that the alteration will be carried out.

### **Other Conditions**

Bunnik Travel reserves the right to cancel or withdraw bookings made for or on behalf of a client at any time at their discretion, in which event no liability with respect to the cancellation or withdrawal shall fall on Bunnik Travel, save that all the monies paid for the booking shall be refunded, less any utilised land or transport content. The arrangement of this holiday constitutes a complete package and as such, an itemisation of costs will be not be rendered. No refunds are payable on unused or partially utilised sections of the tour itinerary, where passengers amend, cancel, or otherwise vary arrangements after tour departure. Bunnik Travel does not authorise any overseas suppliers including hotel management to promise refunds on our behalf.

### **Travel Documents and Taxes**

It is your responsibility to ensure that all passports, visas, travel permits, health certificates and other documentation required for the tour are obtained and are in order. You must also pay all required taxes, including Australian departure tax and ticket levies, which are payable in relation to the tour. You are responsible for any additional costs incurred by either us or you as a result of any failure to comply with these requirements.

### **Consent to Conditions**

By making any booking, you agree to comply with these Booking Conditions and warrant that you have obtained agreement to these Booking Conditions from all other clients for whom the booking is made. You are responsible for the total price of all bookings that you make.

### **Brochures**

We make no warranty about the accuracy of the tour information contained in Bunnik Travel publicity materials, and exclude all liability for any errors or omissions in those materials. All information should be checked prior to booking.

### **Partner Tour Program**

Some tours in this brochure are operated as Partner Tours. These tours are operated by our partners in Europe and operate under their conditions. Partner tours are operated in English only and attract an inter-

national clientele. Please note that different minimum and maximum group sizes apply to these tours. The tour operator reserves the right to change the itineraries for operational reasons. This can include substituting hotels for those of an equal or greater standard. Partner tours are sold overseas and in other markets both with and without airfares. This means prices can vary per operator and per country. Bunnik Tours will not enter into any correspondence regarding any such variation in pricing.

### **When You Get There**

**Local Representatives:** Your documentation states the name and telephone number of our local representatives for any assistance with difficulties or changes. If you need to alter your arrangements once overseas or to add services to your booking you may do this through our local representative. Any additional costs incurred must be paid directly to the supplier of the service and may not be charged back to Bunnik Tours.

We cannot be held responsible for any subsequent complaint with arrangements booked directly with supplier abroad.

Cancellations of confirmed services must be notified through Bunnik Tours even if you have advised the local representative. Bunnik Tours does not authorize the employees of any overseas supplier to promise refunds to clients.

### **Consumer Claims**

We endeavour to ensure that all your arrangements proceed smoothly. Occasionally problems can occur while you are away, in which case it is essential and most practical to try to resolve it locally with the provider of the service. If you are unhappy with your hotel room please inform the Duty Manager so the situation may be rectified on the spot.

If you fail to take these steps any claim to compensation may be reduced or denied. If you have an unresolved complaint this should be put to us in writing detailing the efforts that were made with the local operator to resolve the issue. Please send this with supporting documentation within 30 days of the date of the service. No claim made after this period will be considered.

### **General**

These Booking Conditions are governed by the laws applicable in the State of South Australia, and the parties agree to submit to the exclusive jurisdiction of the courts of South Australia.

If part or all of any provision of these Booking Conditions is illegal or unenforceable, it will be severed from these Booking Conditions and will not affect the continued operation of the remaining provisions of these Booking Conditions.

We may vary these Booking Conditions from time to time by notifying you in writing.

Recent legislation in various states in Australia has highlighted the issue of Age Discrimination. In terms of style and content all of Bunnik Tours' worldwide tours are specifically designed for people aged between 30 and 65 years. This fact should be recognised when you book one of our tours.

### **Cancellation Conditions**

Cancellation of reservations must be provided to us in writing and are subject to the following cancellation fees:

- More than 60 days before departure – loss of deposit
- 59 to 45 days before departure – 25%
- 44 to 30 days before departure – 50%
- Within 30 days of departure – 100%

Special cancellation charges apply to some cruising, rail product and special event tours (as mentioned on page 14). Please check with your consultant at the time of booking.

Please note that tour costings are based on special airfares. Depending on the airlines these do incur cancellation charges once the tickets have been issued. These charges are in addition to the cancellation charges set out above and in some cases can be as high as 100% once the ticket has been issued. Airlines are responsible for the timing of refunds of air tickets.

Please see the conditions regarding Travel Insurance.