

A Rendezvous Group Pty Ltd trading as Encounter Travel ®

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Booking Terms and Conditions

These terms govern the bookings made for **DISCOVER NORTH INDIA** departing October 2018, 'The Holiday' made with *Encounter Travel* ("Encounter", "we", "our", "us" and "the agent").

In submitting a booking (whether online, by phone, email, post or via a travel agent) you agree to be bound by the booking terms and conditions and these terms and conditions constitute the agreement between *encounter* and you. You accept these booking terms on behalf of all participants of your party.

Definitions

Website: refers to www.encountertravel.com.au

The Holiday: refers to any arrangements that you have booked with us

Code of Conduct: means the Code of Conduct by participants on The Holiday

Customer/Client: any persons that has enquired or booked The Holiday.

Final Monies Due Date: the date by which all outstanding monies for the holiday must be paid in full.

Participants/Passengers/Guests: persons who have booked and paid in full for The Holiday.

Booking Terms and Conditions: means the terms and conditions for The Holiday.

Please read carefully the Booking Terms and Conditions and raise any queries before payment of any monies.

HOLIDAY SPECIFIC BOOKING TERMS & CONDITIONS

| | |
|--------------------------------------|--|
| Final Monies Due Date | Thursday 16 August 2018 |
| Deposit | \$950 per person (minimum \$150 non-refundable) |
| Progress Payment | For tour & airfare package \$1600 becomes due within 14 days of your deposit payment, or within 48 hours of your deposit payment if it's within 151 days prior to departure. |
| Participant | 45 years and over at time of travel. See detailed terms for more information |
| Luggage Restrictions for Tour | Luggage is limited to one medium size suitcase per person, the sum of its length/width and depth not to exceed 140cm (56") plus an overnight bag (airline bag size) which may be carried on board the vehicle. If your luggage exceeds this limit, we ask that you make alternative arrangements for the excess to be forwarded to the termination point of your tour. We suggest you have wheels on your suitcase, as there are certain places where assistance is not available. For airline luggage restrictions, refer to your ticket terms |

Cancellation Charges

When cancellation advice has been received the next working day is considered the effective date of the cancellation. Public Holidays apply as per New South Wales, Australia Public Holidays.

A cancellation must be made in writing to Encounter Travel. Cancellation penalties are on a per person basis. Once we receive your notice, cancellation will take effect subject to the following, based on the tour (land) arrangements. When the airfare has already been ticketed, the penalties imposed by the airline and our airfare cancellation charges also apply:

- Loss of \$150 when cancelled more than 300 days prior to date of departure *
- Loss of \$900 when cancelled between 299 - 150 days prior to date of departure *
- Loss of \$1600 when cancelled between 150 – 122 days prior to date of departure *
- Loss of \$2500 when cancelled between 121 – 92 days prior to date of departure *
- Loss of 75% when cancelled between 91 - 62 days prior to date of departure *
- Loss of 100% of total price total price when cancelled 61 days or less prior to departure or no show

* PLUS any progress payments monies paid for tour and airfare packages, and/or any airfare cancellation fees for any other airfare, or airfare upgrade surcharges, if your ticket has been issued, and this can be as much as 100% fully non-refundable.

In the event of your withdrawal from The Holiday after commencement for reasons of illness, you must obtain a medical certificate in support of any insurance claim. We make no representation or guarantees concerning reimbursements of funds paid by you under any insurance claim. The tour price is quoted as a package. No partial refunds or credit will be given for services not used

and including but not limited to missed meals or sightseeing. Any amount forfeited, which has not then been paid to Encounter by you may be recovered from you by encounter as a debt due and payable.

Refer to our 'Transfers' terms for details about the option to transfer instead of cancelling a booking. In addition to the terms above, the transferred funds are non-refundable if you have transferred your booking to this holiday from a previous trip under our 'transfer' option.

STANDARD BOOKING TERMS & CONDITIONS THAT APPLY TO ALL OUR HOLIDAYS

1. **BOOKING TERMS & CONDITIONS**

No contract between you and *encounter* shall come into existence until you are issued a booking confirmation by email, fax or post and a non-refundable deposit has been paid for The Holiday. Any quote issued is subject to change until a booking confirmation is issued. All bookings are personal to you and may not be sold, assigned or otherwise transferred.

The payment of a deposit will reserve your booking (subject to availability) only until the final monies due date at which time all outstanding monies for your booking must be paid in full to reserve your place. If any payment due is not received by *encounter* within 7 days of becoming due, you will be deemed to have cancelled your booking and the cancellation policy under the clause 'cancellation charges' will apply.

The Booking Close Date is not a confirmation of availability and you must wait to receive confirmation of availability from us. It is at our discretion to accept bookings after the booking close date.

In addition to any holiday booking terms and conditions from us, where a third party including but not limited to a tour operator is engaged to provide The Holiday or The Holiday in part, bookings may also be subject to the third party's booking terms and conditions. You may also be required to complete additional forms as required by the operator. In this instance, our cancellation penalties supersede those of the operator.

IT'S SO IMPORTANT..... WE DON'T LEAVE IT UNTIL LAST

2. **TRAVEL INSURANCE**

Personal travel insurance is not included in the price of The Holiday.

Travel insurance is a compulsory pre-requisite to join any of our holidays, unless the trip value is below \$1000 per person. A copy of your insurance policy must be sent by email or post, a minimum of 42 days prior to departure of the holiday, or within 48 hours after booking, if less than 42 days prior to the date of departure.

For any participant that elects to partake in any activity deemed as risky, such as but not limited to; scuba diving, snow skiing, jet-boating, driving or riding as a passenger on motorbikes or mopeds, hiking, water sports and other such activities not deemed as regular daily activity, we urge you to carefully check your policy to determine if you are covered for these activities or not, in the event of a mishap or accident. If you book a holiday where the main activity of the holiday is deemed as a risky activity you must be able to show evidence to us that your policy covers you for this activity. An example of this, but not limited to, would be if you booked a snow skiing or snowboarding holiday package with us.

About Travel Insurance for Australian Residents Travelling within Australia

Some travel insurance policies, including some credit card policies do not provide cover for medical evacuation for travel within Australia. If you are partaking in Holidays in remote destinations or partaking in a walking or adventure holiday in Australia, you must show evidence to us that you have cover for medical evacuation. Cover for medical evacuation may be provided by a private health insurer or otherwise you must purchase cover with an insurer that provides cover for medical evacuation relating to travel within Australia.

About Credit Card Insurance Policies

If you wish to travel using your credit card travel insurance policy the following information is required and without this information we do not accept your credit card policy.

We require the name of your bank that your credit card is issued under, the name of the insurance company that provides the policy, the emergency assistance telephone number to call in the event of an emergency, a copy of the insurer's product disclosure statement, and a policy number.

We also require that you state what the minimum requirements are for cover eligibility with your credit card; this can be but not limited to a minimum spend on your credit card towards your travel arrangements for this Holiday, and you must provide evidence that you have meet the minimum requirements.

Failure to meet all above requirements for cover with a credit card will require that you take cover with an alternative travel insurance policy.

ABOUT YOUR MONEY; PAYMENT, PRICES, FEES, TAXES & OTHER MISCELLANEOUS CHARGES

3. PRICES

Prices are quoted at today's rate and are subject to any changes in tour costs, airfares, tariffs and conditions imposed by airlines, wholesalers or other service providers. All costs are subject to currency fluctuations and/or price increases until paid in full. Furthermore, a fuel surcharge may be imposed by the tour operator on the cost of the tour as a result of significant increases in world fuel prices. As such, we have the right to pass on this surcharge to you at any time before departure whether your monies are paid in full or not.

If applicable, any reduced price for a single supplement that is usually referred to as a 'forced single supplement' will only be available until the final monies due date and any saving after this date is at our discretion.

4. AIRFARES AND AIRPORT/SECURITY TAXES

In addition to any holiday booking terms and conditions from us, any airfares provided by us will also be subject to airline booking terms and conditions. Airport and Security Taxes for an airfare can vary from the time they are first quoted. They are confirmed at the time that final monies for the airfare are due. There may also be additional taxes at some international and/or domestic airports upon departure which must be paid by you at the point of departure.

Requests for changes to dates of travel for any air ticket provided by us must be made before departure and no less than seven days before your date of travel. No changes will be made by us once you have departed and any such changes should be made directly with the airline.

5. PAYMENT METHODS

Details of payment methods will be provided with a booking quote. The following fees may be incurred:

Cash payments over the counter to our bank account in excess of \$5000 will incur a bank fee of 0.25% of the total amount deposited. This charge will be added to The Holiday price.

Payment from an overseas bank account (outside of Australia) will incur a bank fee of AU\$35 per transaction. Please advise us if this is your preferred method of payment.

Payment by Credit Card; will incur transaction fees and will be advised with your booking quote. Note: Credit Card transaction fees may vary or in some instances be waived by certain airlines, wholesalers and other service providers.

6. AMENDMENT & OTHER FEES

- a. A \$50 late payment fee is applicable for any payment received after its due date.
- b. A \$75 late booking fee may apply for reservations made after the final payment date.
- c. A \$75 amendment fee per person per change made once reservations have been confirmed (plus any additional charges incurred by airlines, wholesalers and other service providers).
- d. \$125 cancellation fee per person for any cancellation of an airline ticket once reservations have been confirmed and full payment received plus any additional charges incurred by airlines, wholesalers and other service providers.

7. PAYMENT DEFAULT CLAUSE

7.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month. At our sole discretion such interest shall compound monthly at the rate quoted.

7.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify us from and against all our costs and disbursements including on a solicitor/client basis and in addition all of our nominees costs of collection.

8. TRANSFERS

If you wish to transfer from one holiday to another, you must send this request in writing to encounter. On receipt of your transfer request we will inform you of any available options and any transfer fees that apply. We make no guarantee that a transfer is available. Any transfer request may only be made to another tour to commence within 12 months of your original departure date and the minimum following transfer charges will apply:

- Cancellation penalties from third party operators of The Holiday may apply and will be deducted from any monies that are transferred from The Holiday to another tour. These fees will be advised at the time of your request.
- An administration transfer fee of \$75 per person.
- If your notice is received less than 70 days prior to your original departure date a transfer is not possible.

Any transfer from one tour to another is subject to availability and the agreement in writing from us. The option to transfer from one holiday to another, is only available once, per booking deposit. Once a transfer has been confirmed from one holiday to another, no further subsequent transfer or change to another holiday is available. Please note, the transfer of your place on The Holiday to another person is not permitted.

9. PARTICIPANT PERSONAL INFORMATION

You agree to the best of your knowledge to accurately provide your personal information including your full name, gender, date of birth, residential address and contact telephone number. Roommate matching is only offered to persons of the same gender and failure to advise your gender correctly may result in a booking cancellation and penalties as per the clause

'cancellation penalties'.

10. CANCELLATION DUE TO GROUP SIZE

encounter reserves the right to cancel any holiday prior to departure in the event that there are too few people booked on a tour and in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, travel insurance, passport, medical or vaccination charges, gear purchases, airport and airline taxes). Please check the cancellation policy of travel insurance policies and airfares before purchase. In the case of The Holiday cancellation, you will be notified within seven business days after the final monies due date.

OUR SPECIAL SERVICES

11. SPECIAL DIETS

As a standard, Encounter Travel limit special dietary requests to Vegetarian, Gluten Free, Lactose Intolerant and Diabetic. Additional intolerances to those fore-mentioned, are the responsibility of the traveller. For any additional special diet requests you must seek our advice and consultation.

- We make special dietary requests on behalf of our travellers to our ground operators, cruise operators, and/or any third party that operate components of The Holiday where meals or snacks are provided as part of The Holiday inclusions. We cannot guarantee that all or any of the third parties will meet the request in part or full.
- We can offer guidance on each of The Holidays as to the suitability of The Holiday for you in relation to your special diet request.
- Requests made after booking your holiday that cannot be met will not entitle you to any refund of monies paid. Any lacking or failure from any of our operators to cater for your special diet does not give claim to any compensation whatsoever.

12. AGE OF PARTICIPANTS

The Holiday is available for bookings by persons within the ages defined by The Holiday name. We have the right to make exceptions to this booking term. At times, this is a suggested age range and persons outside this age range may also join the holiday. This varies from holiday to holiday. As deemed necessary we have the right to vary the age group of the holiday.

You agree to provide a copy of photo identification to confirm your age, if requested by us. We have the right to cancel your booking if a legible copy of your photo identification (if requested) is not provided by the final monies due date and the standard cancellation terms apply.

For holidays that are general in nature, that is, not requiring above average level of fitness, persons of 70 years or over are required to have a doctor complete a Fit to Travel form that states they are suitable for joining the holiday. For holidays that require above average physical fitness and/or otherwise deemed as activity based holidays, persons of 65 years or more are required to have a doctor complete a Fit to Travel form.

13. ROOMMATE MATCH SERVICE

When you book a holiday with a request for a *twin share room with a roommate* you must understand that you are requesting to be matched to share a room with a stranger of the same gender for the duration of The Holiday. If you snore, you are not suitable to share a room with a stranger. **Please do not ask to share a room on The Holiday if you snore.**

If you are matched to share a room, no responsibility is taken by us for the outcome in regard to the personality or characteristics of your match or the compatibility between the persons sharing the room. Although we state that travellers who snore are not suitable to be matched to share a room we cannot guarantee that your roommate will not snore. You agree that we are not liable in anyway whatsoever and you will make no claim against us for compensation should our roommate snore or have other characteristics that are not to your liking.

In some cases it may not be suitable that we offer you a roommate match and we have the right of refusal. Roommate match bookings are not guaranteed and are subject to availability.

Once a roommate is finalised your first name and email address provided on your booking form may be provided to your roommate match prior to departure for the purpose of your introduction to your roommate match. If you do not have an email address, with your permission we will provide your alternative contact details such as a mobile phone number.

Any request to change your booking from a roommate match to a single room booking would be at our discretion, and subject to availability. If this change is confirmed additional room costs may apply and these would be advised at the time of reply to your request. Once you have departed on The Holiday changes to your room type and roommate match are not possible.

13. TWIN SHARE OR TRIPLE SHARE ROOMS WITH A FRIEND

When you book a holiday with a friend/s to share a room, each person must pay the nominated deposit amount before the booking is confirmed for the room and/or cabin that is a part of your holiday package. Prices are quoted on a per person

basis. Should any portion of the total booking value for all persons sharing a room and/or cabin not be paid in full, all persons booked to share the room are liable for the outstanding monies due for the holiday package.

The booking for a twin or triple share room with a friend/s is only cancelled when all people in the party cancel their booking. A triple share room is not guaranteed and subject to availability at the time of booking and as advised by the tour operator.

The booking information and personal details provided for a twin or triple share room booking with a friend or friends may be provided to all persons booked to share the room.

OUR EXPECTATIONS OF YOU

Our aim is to always liaise in a courteous and respectful manner, when we are liaising with you about your holiday. We'd hope that all our participants will show us the same courtesy when liaising with us.

In addition to mutual respect and courtesy between us, it's also very important you understand these expectations below.

14. FIT TO TRAVEL

Participants should be in good health. All participants must disclose any pre-existing medical condition including but not limited to; high blood pressure, diabetes, epilepsy, asthma, heart conditions, a mental illness or physical impairment. You acknowledge that the obligation to disclose under this condition continues from the time of booking the holiday through to departure and extends for the duration of the tour.

Passengers with disabilities are welcome, providing that they do not require special assistance from us, our tour operator personnel or other third party providers. If special assistance is required they must be accompanied by a person capable of providing the assistance and this travel companion providing assistance must pay the published price for the tour.

We or any third party supplier reserve the right to refuse to carry anyone where it is believed the person cannot cope with the requirements of The Holiday and who may require services and facilities that the tour operator cannot guarantee will be available. Passengers agree that they will not hold us or the tour operator liable for any decision by a third party service provider to refuse to carry them or to provide any facilities or accommodation to them or to provide any services to them.

Fit to Travel Form

For holidays that are general in nature, which is, not requiring above average level of fitness, persons of 70 years or over are required to have a doctor complete a Fit to Travel form that states they are suitable for joining the holiday.

For holidays that require above average physical fitness and/or otherwise deemed as activity based holidays, persons of 65 years or more are required to have a doctor complete a Fit to Travel form.

The Fit to Travel form, is a medical questionnaire that requires a doctor's clearance that you are fit to travel based on the criteria detailed on the 'Fit to Travel' form. If required, this must be completed and submitted to us prior to the final monies due date. In addition, our tour operator may also have additional pre requisites for passengers joining the tour and these will also form part of your booking terms and would be advised around the time that you confirm your place on the tour. Also, where the holiday is an adventure or active tour such as hiking, walking or biking or includes significant sightseeing tours by foot, additional information may also be required by the tour operator and may even be deemed a prerequisite for joining, regardless of age.

Pre Existing Medical Condition

Also, for any passenger that has pre-existing medical condition/s we require a doctor's clearance that you are fit to travel based on the criteria detailed on the 'Fit to Travel' form and confirmation by your medical practitioner that any pre-existing condition will not impact your ability to satisfactorily participate in the holiday.

15. TOUR PARTICIPATION REQUIREMENTS / EXCLUSION FROM THE HOLIDAY

You understand that we and the tour operator reserve the right to withdraw tour participation from anyone whose behaviour is deemed likely to affect the smooth operation of the tour, if you do not follow reasonable direction or instructions by The Holiday personnel, adversely affect the enjoyment or safety of other passengers or are involved in illegal activities. You agree that we and the tour operator shall be under no liability to any such person for refund, compensation, repatriation or any other matters arising.

Code of Conduct

The following is a code of conduct that must be observed by all participants:

- a. We require that all participants observe responsible consumption of alcohol and obey all local, state or country laws pertaining to the consumption of alcohol.
- b. Use or possession of any illegal drugs will be cause for immediate expulsion for the group. This includes marijuana and opium even if this is considered acceptable in the destination.
- c. We require all participants to obey all laws of the country.
- d. If sharing a room on the basis of a roommate match, under no circumstances may you bring another person to your room to visit or stay. Only the two paying participants that are roommates have permission to be in the room.
- e. Participants are to respect the privacy of other participants and if a participant declines to provide any contact information requested by another participant, that this wish is respected.

- f. Participants understand that if they receive contact information from another participant of the group event that this is solely for their reference and is not to be provided to other participants of the event group without the express permission of the participant whose information it is.
- g. Participants are to refrain from offensive language or behaviour including sexist and racist remarks.
- h. Participants are to be courteous to other participants and respect differences of one another.
- i. Participants understand that should other participants provide personal contact information that this information is not to be used for unsolicited email or correspondence for the purpose of business exchanges or transactions unless with the express prior permission of participants.

Any behaviour contrary to the Code of Conduct may result in your removal from The Holiday, and without refund whatsoever.

16. INFORMATION

We aim to inform you of the important travel information with your travel documentation. However, we require that you take responsibility for checking your documentation.

It is your responsibility to advise us of your name as it appears on your passport. If this information is not provided correctly change fees are likely to be imposed on you by the airline, cruise ship or other third party providers and we are not held responsible for these fees. In the worst case scenario, you may be refused the service if your name on your ticket does not match your name as it appears on your passport (note; if ticket is issued in only your first name and surname this is deemed satisfactory).

OUR DELIVERY OF SERVICE TO YOU

17. GROUP LEADER

Also may be referred to as the following but not limited to; tour leader, tour director, travel director, tour escort, tour guide, holiday escort, safari guide, group coordinator, holiday host and is the person at any time given the task of leading or supervising aspects of The Holiday. We reserve the right to change, at any time, the nominated group leader/s. Any such change will not give rise to any right on your part to cancel The Holiday or claim any expenses, loss or damage which may be suffered.

The service provided by the group leader will vary and are dependent on the nature of the trip.

Group Coordinator

We use this term to describe the person that hosts our resort trips and leisure cruise groups. They do not act as a tour guide but rather, liaise with the third party service providers that are included as part of The Holiday for the group and co-ordinate group activities and inclusions as provided by the itinerary. They are not responsible for providing travel information about your destination. The services of the holiday group coordinator for our resort trips and leisure cruises, commence from the first group meeting and end the morning of the final day of departure at 10am.

On occasion, an employee of Encounter Travel may also join a Holiday, not in the capacity of a group leader. In this instance this employee does not act in the capacity of group leader and is not in charge of the group, and cannot necessarily provide group assistance or direction.

18. INCLUSIONS & EXCLUSIONS

The Holiday itinerary details the inclusions. In respect to The Holiday exclusions these are:

- a. Gratuities to any group leader or other service personnel (unless specified)
- b. International Airfares (unless specified that they are included with The Holiday package)
- c. Any air departure taxes payable at the point of departure
- d. Optional excursions that may be offered while on The Holiday
- e. Travel Insurance, visa fees and excess baggage
- f. Medical expenses & emergency evacuation and/or emergency search charges
- g. Additional expenses caused by delay, accidents or disruption of planned itineraries
- h. Items of a personal nature such as laundry, postage, phone calls, meals, snacks and drinks not listed on The Holiday itinerary

19. ITINERARIES, WEBSITE CONTENT AND PROMOTIONAL MATERIAL

The information contained on our website, in brochures or similar, to the best of our knowledge is correct at the date of publishing.

Where deemed necessary, itineraries are subject to change without notice and are only provided as a guide. There can be many reasons why itineraries change including but not limited to; a third party provider changing their availability, unexpected weather conditions that impede the delivery of the planned itinerary, public holidays and local festivals in a destination.

20. INFORMATION

We do our best to inform you of the essential information that you should know prior to travel. This information is usually disseminated with your documentation issued prior to travel. However, it's not possible nor reasonable to expect, that we can inform you of every possibility that you potentially could experience during your holiday.

21. **CUSTOMER FEEDBACK DURING YOUR HOLIDAY**

If an issue or problem arises during your tour we require that you raise this with your group leader in order to provide the opportunity to resolve the matter. Where the issue directly relates to the delivery of your service or product from a third party, such as your hotel, cruise ship, train or other transport provider in many instances it may be more practical to raise the issue directly with the third party provider. If you do not feel it's been resolved by liaising directly with the third party provider, we suggest that you refer the matter to your group leader and where possible they will offer assistance. Of course, the examples of these situations can be vast and varied and for this reason each situation is assessed on its own merit.

In the event that you have a matter that requires our response after your holiday has concluded we require that you communicate this with us within 21 days of the completion of your holiday.

22. **POST HOLIDAY FEEDBACK**

We endeavour to collect your feedback after your trip and seek to send you a request to complete an online survey after you have completed your holiday. We request your testimonial that we may use at some time on our website or other promotional material. We only include your first name, age and state of residence or country if living outside of Australia.

IT MAY BE AT THE END BUT IT'S IMPORTANT YOU READ IT

23. **AIRLINES AND OTHER TRANSPORT PROVIDERS**

In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by *encounter* or its tour operators. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of *encounter*, or any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

24. **FORCE MAJEURE**

If *Encounter Travel* is prevented either directly or indirectly from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts of omissions of a third party or for any other cause whatsoever outside *Encounter Travel* reasonable control, we will be under no liability whatsoever to you and may, at our option, by written notice to you cancel the tour.

25. **TRAVEL DOCUMENTS**

Your passport must be valid for a minimum of six months prior to the arrival home date to Australia. Each individual is responsible for ensuring that all necessary travel documents are current and valid. Each individual is responsible for correctly providing their name as it appears on their passport and failure to do so may result in ticket re-issue fees for any name changes due to omissions or errors.

26. **RELEASE AND WAIVER OF LIABILITY**

In consideration of *Encounter Travel* accepting your application:

- You release *Encounter Travel* and the company A Rendezvous Group Pty Ltd and its officers, employees, agents and other representatives (hereafter "encounter and its personnel") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of your travel and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the willful negligence or wrongful act of *encounter and its personnel*; and
- You waive any claims you have, or may at any time have, against *encounter* and its personnel and you agree, by accepting the inherent dangers and risks associated with any travel, not to make any claim against or seek any compensation from *encounter and its personnel* in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in an event.

To the extent permitted by law, section 74 of the Trade Practices Act 1974 does not apply to this agreement

27. **DISCLAIMER**

We reserve the right to refuse an application to book for any reason. Should a customer's application be refused, any monies paid will be refunded to the applicant. Places are limited for The Holiday and are allocated on a first come first served basis.

28. **PRIVACY**

The Customer agrees that Personal Data provided may be used and retained by *encounter* for the following purposes and for other purposes as shall be agreed between the Customer and *encounter* as required by law from time to time for:

- (a) provision of Goods and/or Services by *encounter*, its agents, affiliates, suppliers or distributors including but not limited to; the tour operator, airlines, transport companies and ticketing agents for the holiday.
- (b) marketing of Goods and/or Services by *encounter*, its agents or distributors in relation to the Goods and/or Services.

- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods and/or Services.
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer.
 - (e) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.
29. All efforts are made to ensure accuracy for tour details on the website and other information about the tour however we accept no liability for errors or omissions in the description of any hotels, tours or services that are promoted as inclusions for The Holiday.
30. We reserve the right to change these terms from time to time.
31. Your booking is governed by NSW law and is subject to the exclusive jurisdiction of the NSW courts. The booking confirmation and these terms represent the entire agreement between encounter and you.
32. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.
33. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.