

Travel Journeys – SPAIN – September 2012 Terms and Conditions of Business

1. Late Bookings.

If a booking is made and confirmed less than 2 weeks before the tour departure, a late fee of \$100 will be applied.

2. Prices.

Unless otherwise stated, all tour prices include Travel Journeys' services, consultations and research. If additional services are requested for individual itineraries, costs will be advised and agreed. Items not included in the price include but are not limited to:

insurance, passports, visas, meals (unless specified), items of a personal nature, excess baggage, tips, airfares, departure taxes, telephone expenses or drinks. If any such items are included it will be explicitly noted in the tour details.

3. Deposit.

Unless otherwise stated an initial deposit of \$1,100 (non-refundable) per person is required with the booking. A further amount of \$2,500 per person is required by 5th June 2012.

4. Full Payment.

The final payment (remaining balance) is required by 5th July 2012.

5. Exchange Rates.

Prices quoted are based on prevailing exchange rates at the time of the quotation. These rates are subject to change and changes may affect such costs as hotels, airfares etc. Prices may therefore be subject to change without notice and these changes will be passed on to the client. Travel Journeys will make every effort to hold the pricing as quoted, within reason, for minor exchange rate variations. If changes in Price are necessary we will bring this to the client's attention as soon as possible.

6. Cancellations.

Cancellation fees apply. If the client cancels more than 40 days before the departure date the cancellation fee is 25% of the tour price. 31 to 40 days prior will be 40% of the tour price, 15 to 30 days prior will be 60%, 7 to 14 days prior will be 80% and less than 7 days is 100%. Additionally any other cancellation costs which may be applied by our service providers (airlines, hotels etc), due to client cancelation will be passed on to the client.

Travel Journeys reserves the right to cancel any tour, up to 60 days before the tour departure date, and refund all monies paid if minimum tour numbers are not met.

7. Withdrawal from Tour.

Travel Journeys will not make refunds for any part of a tour which is not used by choice, late arrival or early departure of the tour. Additionally Travel Journeys will not be liable for expenses incurred due to withdrawal on medical or other grounds.

8. Travel Insurance.

Travel Journeys does not include travel insurance in the tour costs but is happy to arrange this. Travel insurance is mandatory and should provide cover for medical treatment or hospital in the tour country, or Australia as required and travel back to Australia if required. Travel insurance should cover travel delays, lost baggage and possessions including lost or stolen money. Cover should apply to cancellation fees, airfares, land costs and other costs which may arise in the unforeseen events of illness, injury or death (the client's or client's family member).

9. Liability.

Travel Journeys, its employees and agents are not and will not be liable for damage or loss to any client outside their control, including but not limited to any act or omission, delay, injury, diversion, cancellation, loss or damage which might occur to a client or a client's property by providers of air travel, transportation, accommodation or any service to the client.

10. Changes to Itinerary.

Travel Journeys reserves the right to modify the itinerary or accommodation should circumstances require and to substitute accommodation with equal quality and tariffs.

11. Travel Documents.

The client is responsible for all pre-travel documentation such as passports and visas. The required documentation should be finalised at least one month before departure.

12. Health and Fitness to Travel.

The client warrants to Travel Journeys that he/she is healthy and fit to participate in the tour, and acknowledges that these tours require a moderate fitness level. Tours include a walking component which may extend to steep gradients / slopes, uneven pathways, cobbled streets, hills and steps. Some accommodation may not provide elevators and rooms may be on the first, second or third floors. The client indemnifies Travel Journeys from all actions, claims and demands arising from any want of health or fitness. Travel Journeys reserves the right to terminate a client's participation in a tour if in the opinion of Travel Journeys the client is too ill or unfit to continue the tour.

13. Travel Advice.

The Australian Government Department of Foreign Affairs and Trade (DFAT) regularly provides travel advice and updates on travel destinations. It is strongly recommended that the client refers to www.smarttraveller.gov.au for relevant bulletins before any overseas travel and registers with the Department.

Clients should also be aware of new Australian Laws which allow the Australian Government to extract customer details direct from the Travel Agent in the case of a disaster overseas. As such, it is important that the client understands the extent of these regulations which imposes obligations of "Disclosure" and "Authority".

Disclosure.

You, the client must ensure that your Australian passport has a validity of six months after your return date to Australia and advise us if you wish us to make any necessary visa application on your behalf.

In the event that you are travelling to a country or countries which do not require a visa for Australian passport holders, you must tell us if you have been arrested or convicted in respect of any offence or breach of law. Non disclosure of this information may lead to your being refused entry on arrival in certain countries. In that event, we take no responsibility whatsoever.

If you do not wish to disclose such information to us, then you must contact the embassy of each country of destination and make arrangements in regard to entry to that country.

Authority.

Additionally you are required to provide authorization to Travel Journeys to provide tour information in the following form:

"In the event that an accident, disaster or emergency is reported to have occurred in a country where I/we will or may be travelling, I/we authorise you to disclose to the Australian Government Department of Foreign Affairs and Trade details of my/our itinerary (including without limitation, transport and accommodation arrangements) and my/our contact details within Australia and overseas."

14. Booking Form.

A booking form must be completed and signed by the client and each tour member. Signing the booking form indicates that the client understands and accepts these terms and conditions including compliance with the Australian Government requirements as stated in point 13 above.

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Booking Form

*Please read the Travel Journeys Terms and Conditions of Business before completing this form.
Each person travelling needs to complete a separate form. Send completed form/s to:
Travel Journeys, PO BOX 603, TORQUAY, VIC 3228*

1. TOUR NAME: _____

2. TOUR DATE: _____

YOUR DETAILS:

3. Mr / Mrs / Ms / Miss (Please circle)

SURNAME (As shown on passport) _____

FIRST & OTHER NAMES (As shown on passport) _____

4. DATE of BIRTH (As shown in passport) _____

5. ADDRESS: _____

CITY: _____ STATE: _____ P/CODE _____

6. TELEPHONE: _____ MOBILE: _____

7. EMAIL: _____

8. NEXT of KIN: _____

RELATIONSHIP: _____ TEL: _____

ADDRESS: _____ MOBILE: _____

CITY: _____ STATE: _____ P/CODE _____

9. ACCOMMODATION REQUIRED (Please Circle) Double / Twin / Single

10. DEPOSIT (To be paid with Application) \$ _____ Being for _____ person/s.

11. DECLARATION:

I have read and agree to the Travel Journeys Spain 2012 Terms and Conditions of Business.

Signed: _____ Date: _____