



## **BOOKING TERMS AND CONDITIONS**

Please take the time to read and understand the terms and conditions of booking set out below. We strongly recommend that you also read the information relating to your trip prior to booking to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking.

### **OUR CONTRACT:**

All bookings are made with Rush Expeditions Pty Ltd (ACN 33 151 471 091) (us/we). By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice and brochure.

### **VALIDITY:**

Dates, itineraries and prices are valid for the booked tour / itinerary only. Dates, itineraries and prices are indicative only for future tours.

### **DEPOSIT REQUIREMENT:**

You are required to pay a deposit of 25% of the total tour price per person per tour for your booking to be confirmed. If your booking is made within 90 days of the departure date then this deposit is non-refundable. Please note that a higher deposit is required for some selected trips (this will be advised).

### **ACCEPTANCE OF BOOKING AND FINAL PAYMENTS:**

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your deposit. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 45 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

### **YOUR DETAILS:**

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, travel insurance details (or waiver) and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a fitness form. Your booking cannot be confirmed without provision of these details.

### **CANCELLATIONS AND AMENDMENTS:**

#### **BY THE TRAVELLER:**

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the

cancellation. If you cancel a trip, there will be fees incurred.

Cancellation Policy

90 – 60 days before arrival 25% of total tour cost

60 – 30 days before arrival 50% of total tour cost

30 or less days before arrival 100% of total tour cost

Please note that for certain travel arrangements the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. You will be advised of different cancellation charges at time of booking. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

**BY US:**

We may cancel a trip at any time up to 60 days before departure, subject to minimum group sizes. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

**BOOKING AMENDMENTS:**

If you wish to transfer from one trip to another you must notify us at least 90 days prior to the proposed departure date. A fee of \$150 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 90 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Amendments to any other arrangements made in conjunction with your trip will incur an \$100 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 30 days of departure.

**INCLUSIONS / EXCLUSIONS:**

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The land price of your trip includes:

- All accommodation as listed in the brochure and itinerary
- All transport listed in the brochure and itinerary
- Sightseeing and meals as listed in the brochure and itinerary
- The services of a tour director, local guide or guest expert as described in the brochure or itinerary

**EXCLUSIONS:**

The land price of your trip does not include:

- International or internal flights unless specified
- Airport transfers, taxes and excess baggage charges unless specified
- Meals other than those specified in the brochure and itinerary
- Visa and passport fees
- Travel insurance
- Optional activities and all personal expenses

**PRICES AND SURCHARGES:**

Our tour prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on our website. Prices are based on currency exchange rates as of June 2014. We reserve the right to impose surcharges up to 60 days before departure due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the any amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking once paid in full. Please note that a levy of up to 5% may be applied to all purchases made by credit card.

**SINGLE TRAVELLERS**

Unless specifically indicated on the brochure or itinerary, single travelers must pay a single supplement in order to join the tour. This covers the cost of single hotel rooms and other activities or inclusions usually sold on a twin share basis. The amount of the single supplement will be confirmed at the time of booking.

**AGE AND HEALTH REQUIREMENTS:****MINIMUM AGE:**

For the majority of our trips the minimum age is 15 at the time of travel. All travelers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveler under the age of 18 day to day's care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority. Please note we cannot guarantee triple or joining rooms for families. Variations: A minimum age of 18 applies to some tours, while a lower minimum age applies to others. Please check at the time of enquiry.

**MAXIMUM AGE:**

For the majority of our tours we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

**DEPARTURES:**

Our tours are guaranteed to depart once they reach the minimum group size. We reserve the right to cancel any tour or offer you the option to possibly pay an increased tour price in order to go ahead with a departure if minimum numbers are not reached. If you would like to know how many people are booked on your trip please ask prior to making your booking.

**PASSPORTS AND VISAS:**

A valid passport is required for all international travel. You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip. We will advise you of visa and passport requirements and may assist you in obtaining visas to some countries, but you must ensure they are relevant to your own particular situation. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

**TRAVEL INSURANCE:**

We STRONGLY recommend that you take out travel insurance for your trip. Please advise us of your insurance details as soon as possible, so we can keep it on file in case of an emergency. Should you decide NOT to purchase travel insurance, we require you to sign a release form recognising that this choice has been made against our recommendation. Your travel insurance should provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

**FLEXIBILITY AND CHANGE OF ITINERARY:**

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events. While we endeavor to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary. We also reserve the right to substitute hotels for a similar standard property if required. We will endeavor to give prior notice of this, but in some circumstances a last-minute

change may be required.

**BEFORE DEPARTURE:**

If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

**AFTER DEPARTURE:**

We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations must be covered by you. We are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

**DESCRIPTIONS, MAPS AND PICTURES**

Descriptions, maps and photographs featured in the brochure or on our web site are included for general information only and may not necessarily reflect actual routings, location or services. Rush Expeditions has made reasonable enquiries to verify that the descriptions and details are accurate but does not warrant that they are.

**AUTHORITY ON TOUR / REFUSAL OF CARRIAGE:**

Our group tours are run by a Tour Director. The decision of the Tour Director is final on all matters likely to affect the safety or well-being of any person participating in the tour. If you fail to comply with a decision made by a Tour Director, interfere with the well-being or mobility of the group, the Tour Director may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our ethical and responsible travel guidelines. Rush Expeditions retains the right to remove customers from our group tours for reasons that impact on the enjoyment or safety of other tour members, such as, but not limited to, the physical, medical or mental inability of customers to undertake the arrangements of the tour, unsocial or unruly behaviour, or the carriage of prohibited substances and materials.

**ACCEPTANCE OF RISK:**

You acknowledge that the nature of the tour is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural, physical and geographical attributes may present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are

aware of the personal risks attendant upon such travel.

**RESPONSIBILITY:**

Rush Expeditions does not own, manage, control or operate any transportation vehicle, any hotel or restaurant or any other supplier of services. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the supplier and all services are subject to the laws of the country where the services are provided. The Company acts only as an agent for the owners, contractors and suppliers of transportation and/or other related travel services provided and assumes no responsibility for the loss, theft or damage to baggage or property or for any injury, illness or death or for any damages or claims whatsoever caused arising directly or indirectly from accidents, loss, theft or damage to person or property, delays, transport failure, strikes, wars and uprisings or acts of God etc. over which the Company has no control. We strongly urge all customers to undertake a high level of personal responsibility in order to ensure that possessions, equipment and personal documents are closely monitored and protected at all times.

**LIMITATION OF LIABILITY:**

We contract with a network of companies, agencies and individuals to assist in the running of our trips. We are not responsible for the acts and omissions of these third parties. To the fullest extent permitted by law:

- Any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- You release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- Any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded. To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

**OPTIONAL / ADDITIONAL ACTIVITIES:**

Optional activities not included in the tour price do not form part of the tour or this contract. You accept that any assistance given by your Tour Director or Local Guide in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

**CLAIMS AND COMPLAINTS:**

If you have a complaint about your trip please inform your Tour Director at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

**SEVERABILITY:**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

**PHOTOS AND MARKETING:**

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

**PRIVACY:**

Any personal information that we collect about you may be used for any purpose associated with the operation of a tour or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the tour. We will otherwise treat your details in accordance with our privacy policy (available on request).

**APPLICABLE LAW:**

The laws of New South Wales, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a tour or these Booking Conditions must be initiated in the courts of New South Wales, Australia.

**REGISTERED ADDRESS:**

Rush Expeditions Pty Ltd, 43 Blenheim Street, Queens Park NSW 2022  
AUSTRALIA

**UPDATING OF TERMS AND CONDITIONS:**

The Company reserves the right to update and/or alter these terms and conditions at anytime, and it is the Clients responsibility to be familiar with them. The latest terms and conditions can always be found on the Company website [www.rushexpeditions.com](http://www.rushexpeditions.com) and will supersede any previous versions.