

PLANETBLUETOURS GENERAL TERMS AND CONDITIONS

OUR RESPONSIBILITIES

1. YOUR TOUR RESERVATION

On receipt of your non-refundable deposit, subject to availability and at our discretion, PlanetBlueTours will reserve your place on your selected tour.

2. PRICE GUARANTEE

Prices in the brochure and online are based on costs and exchange rates at the time of print. Should these costs change, it may be necessary to make a surcharge on the price of your tour. Should the total tour price increase by more than 3% you will have the right to cancel within 7 days of notification without penalty.

3. IF WE CANCEL OR CHANGE YOUR TOUR

3.1 PlanetBlueTours reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond its control.

3.2 Should change or cancellation prove necessary we will give you reasonable notice thereof, in the circumstances, and where available, offer you a comparable alternative.

3.3 If an alternative is not available or acceptable you will be entitled to either a full refund of monies paid by you to us or transfer to another tour without payment of any transfer fee.

3.4 If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond PlanetBlueTours' control) we will give a full refund of any monies paid to us less reasonable expenses incurred by us in respect of your booking.

3.5 PlanetBlueTours is not responsible for the costs of any other travel arrangements affected due to our cancellations or rescheduling of any tour departure.

4. TOUR DETAILS & CONDITIONS

4.1 The information in our brochure and on our website is correct to the best of our knowledge at the time of going to print but we cannot guarantee that any item or amenity mentioned will be available especially where we have no direct control over it.

4.2 PlanetBlueTours will do their best, at their discretion, to select accommodation, sightseeing tours and transportation to give you the best value for your money.

4.3 PlanetBlueTours constantly strives to improve tour itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. PlanetBlueTours is not responsible for any other travel arrangements affected due to our cancellations.

YOUR RESPONSIBILITIES

1. BOOKING YOUR TOUR

1.1 In order to reserve your tour, a 10% non-refundable deposit, per person per tour, or the full amount payable if booking is made within 60 days of departure, must be submitted to PlanetBlueTours by you in respect of that tour. The deposit is accepted as a first installment of the tour price by PlanetBlueTours only once the booking has been confirmed in writing by PlanetBlueTours.

1.2 Any special meal requirements will be made on a request basis only. PlanetBlueTours cannot guarantee special meal requests nor will it assume any responsibility or liability if clients' special meal requirements are not fulfilled.

2. PAYING THE BALANCE

2.1 The balance of the tour must be paid no later than 60 days before the scheduled departure date which shall be by the due date stated on the confirmation issued to you by PlanetBlueTours. Unless specified on a particular tour.

2.2 If payment isn't made by the due date, PlanetBlueTours may assume that you have cancelled and cancellation charges in accordance with clause 3 below will be levied by PlanetBlueTours.

2.3 Tickets and other documents won't be forwarded until full payment has been received by us. The documentation will be sent approximately 21 days prior to your departure from Australia.

2.4 In the case of Late Bookings made within 60 days of your tour departure, the full cost of the tour will be payable immediately on booking and we reserve the right to provide all travel documents at the tour departure point.

2.5 PlanetBlueTours reserves the right to cancel the booking and apply cancellation charges should payments not be received within the above specified periods.

3. IF YOU CANCEL

3.1 Notice of cancellation must be made in writing to PlanetBlueTours.

3.2 Upon cancellation you will be liable to pay a fee to cover the estimate of cost and expenses incurred by us in the terms of the schedule set out hereunder. This is expressed as a percentage of the holiday price and is calculated as follows:

PERIOD OF NOTICE CANCELLATION FEE TOUR PORTION

Over 60 days notice: Deposit is forfeited

59-30 days: 50% of tour fare

29 – Day of departure days: 100% of tour fare

Where the percentage cancellation fee is less than the tour deposit, the cancellation fee will equal loss of deposit. If the reason for cancellation falls within the terms of any holiday insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company.

3.3 ALL FLIGHTS HAVE THERE OWN UNIQUE CANCELLATION FEE – PLEASE SEE TICKET FOR DETAILS

3.4 Any cancellation of additional services booked prior to and after your tour booking, such as pre and post accommodation and transfers, that are cancelled within 14 days of the tour departure incur a 100% cancellation fee.

4. IF YOU CHANGE YOUR BOOKING

4.1 If after your booking has been confirmed and more than 60 days prior to departure, you wish to change to an alternate departure date or you wish to change to a different tour, you may do so subject to availability.

4.2 A fee of A\$35 per person will be charged for any revision or alteration made to a reservation after the booking is confirmed unless the change increases the value of the booking. A change of tour date, tour itinerary booking within 60 days of departure will be treated as a cancellation, and normal cancellation fees will apply except when the change is to an earlier departure date of equivalent or greater value in which case a A\$35 per person amendment fee will be charged.

5. TOUR DETAILS AND CONDITIONS

5.1 Please read the brochure and website carefully for those items included in the price. No allowance or refund can be made for meals, accommodation, excursions, etc. that you elect not to take, or when museums, shops, etc. are closed. Hotel facilities may vary from place to place. Meals may vary in style.

5.2 PlanetBlueTours must be advised of any medical conditions or physical disability requiring special attention before you book your holiday. If you do not advise us at this stage, we may refuse to accept your booking. We may also refuse you if we feel that the holiday chosen is not suitable without a suitably qualified companion. PlanetBlueTours will try to help you with your requirements but cannot guarantee to do so, either on our own or our suppliers' (such as hotels, restaurants and excursions) behalf. Many of our holidays involve getting on and off coaches, walking tours and other physical activities. Some holidays may not be suitable for you if you rely on a wheelchair or have certain other disabilities. Should your disability require you to have special assistance, it is a condition of PlanetBlueTours accepting your booking that you provide evidence satisfactory to us that an able-bodied person will accompany you and is able to provide any special needs or services that you may require. PlanetBlueTours will not be responsible for the failure of this person to provide these services.

5.4 You are responsible for all travel arrangements and costs to/from the point of commencement/conclusion of the tour.

5.5 There may be times when the PlanetBlueTours Representative has to make a decision in your best interests or the best interests of their group. You agree to comply with the authority and decisions of the appointed PlanetBlueTours Representative and the laws of the country in which you are travelling. If you do not so comply or if, in the PlanetBlueTours Representative's opinion, you are not compatible with the general enjoyment and well being of other members on the tour or smooth operation of the tour itself, we reserve the right to refuse to let you continue with the tour. Furthermore, you agree that your fellow travellers and any PlanetBlueTours Representative has the right to travel/work in a safe environment. Any threats to their safety, well being or inappropriate behaviour by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your tour. In either event, you will be responsible for your own repatriation and related costs and have no claims against us.

5.5.1 You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodation. You are advised to immediately report any pre-existing damage in your room to hotel staff and/or a PlanetBlueTours Tour Manager as soon as it is discovered.

5.6 Where the passenger occupies a motor coach seat fitted with a safety belt, neither the operator or service providers, agents or co-operating organisations shall be liable for any illness, injury or death or any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of the accident or incident.

5.7 It is your responsibility to have a valid passport and all visas, permits and certificates required for your selected holiday as well as any necessary vaccinations and to comply with all applicable laws.

5.8 You agree that our PlanetBlueTours Tour Managers or Representatives may take photographs and films of you while you are on tour and that these may be used in our Group brochures and/or advertising or publicity material without obtaining any further consent or payment in respect of such photographs and/or films.

5.9 Should you have a complaint in respect of the tour, you should inform the PlanetBlueTours Tour Manager or Representative during the course of the tour and if the matter cannot be resolved after the representative's best endeavours

to do so during the tour, your complaint should be made in writing to PlanetBlueTours as soon as is reasonably possible after the tour but within 42 days thereof so that your complaint can be investigated. Any claims made after the 42 day period will not be considered by PlanetBlueTours. If you choose to write to PlanetBlueTours via the Internet, please provide your home address so that we are able to reply to you in writing.

5.10.1 The contract and all matters arising in respect hereof shall be subject to Australian Law, unless we agree otherwise in writing.

5.10.2 If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.

5.10.3 If you are unsuccessful in any legal action instituted against us, you agree to pay all our costs, including but not limited to, attorney/client costs.

6. INSURANCE

PlanetBlueTours requires that you take out comprehensive insurance cover for cancellation, medical expenses, personal accident, personal baggage, money and public liability before embarking on a tour.

Please check that the insurance covers all of the activities that you are going to be participating in. Some policies exclude certain adventure activities. This should be arranged at the time of payment of the deposit and will, in certain circumstances, cover you against loss of deposit or cancellation fees from the date of confirmation of your booking, as shown in the insurance policy. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.

7. ILLNESS OR ABSENTEEISM

In the event of your withdrawal from a tour after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the tour.

8. WHAT'S NOT INCLUDED IN THE TOUR PRICE

Passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, items of a personal nature, excess baggage, optional excursions.

9. WEATHER CONDITIONS

Under no circumstances can we be held responsible for snow or weather conditions, nor can any tour be cancelled or amended by you at any time on the basis of snow or weather conditions.

GENERAL

1. CONTRACTING PARTIES

1.1 The Booking Conditions detailed herein contain the entire contract between you and PlanetBlueTours. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorised officer or director of PlanetBlueTours.

1.2 Your contract is with us as the tour operating company. At any time and at our complete discretion we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion assign all or any rights and liabilities arising under or by virtue of this or any other contract with you.

1.3 Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time passengers are not on board planes, transportation or conveyances. We rely on international convention which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to passengers and luggage. Enrollment in and payment for a tour shall constitute agreement and acceptance by the passenger of the terms and conditions set forth in this brochure which cannot be varied except in writing by an officer of the Company.

1.4 PlanetBlueTours is not a carrier or hotelier nor does it own aircraft, hotels or coaches. All bookings with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers.

Please note that some of these limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. Whilst we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-parties, we will give every reasonable assistance in helping to resolve any reasonable dispute. Please also note that PlanetBlueTours cannot be held responsible for the failure of any of these parties to provide facilities or services for disabled clients (see also 5.3 under Tour Details & Conditions).

1.5 Please note that no airline or carrier depicted or recommended in this brochure by virtue of their endorsement of this brochure represent themselves either as contracting with any purchaser of a holiday from PlanetBlueTours or as having any other legal relationship with any such purchaser.

1.6 Every effort is made to ensure brochure and online accuracy at the time of going to print, however PlanetBlueTours cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.