

SWAGMAN TOURS

TERMS AND CONDITIONS

1. GENERAL DEFINITIONS

In these Terms and Conditions, unless the context otherwise suggests, the following words shall have the following meaning:

“**Application Form**” means the form that a Customer submits as part of the process of attempting to secure a booking with Swagman Tours.

“**Customer**” means the person in whose name an Application, and/or booking in due course, is or has been made. Where the Application and/or booking includes two or more persons, the expression “Customer” shall include each and every person on the Application Form.

If an agent completes an Application Form for and/or on behalf of a Customer, the agent confirms that he/she has authority to fill in the Application Form on that Customer’s behalf, and if the agent does not have such authority, the agent will be the relevant Customer for the purposes of these Terms and Conditions.

“**Swagman Tours**” includes Swagman Tours Pty Ltd (ABN 55 793 549 610) and all associated third parties, including businesses, suppliers, tour guides, agents, and/or any other entity assisting or collaborating with Swagman Tours Ptd Ltd.

2. APPLICATIONS

An Application is always required in order to participate in any advertised or proposed travel arranged by Swagman Tours.

An Application is not a booking. There is no commercial relationship between the Customer and Swagman Tours until an Application has been accepted/approved and an offer of a booking is accepted.

Swagman Tours reserves the right to accept or decline and/or refund or reject any Application for any reason, and at any time, without notice, in its absolute discretion, and without providing any reason.

Each non-related Customer must complete and sign a separate Application Form.

Lodgment of an Application Form is confirmation by the Customer that he/she accepts these Terms and Conditions.

3. BOOKINGS

Once an Application is accepted/approved by Swagman Tours, an offer of a booking will issue to the Customer in the form of an invoice which will request a non-refundable instalment of 25% of the total cost of the tour within 7 days. Group Bookings require a holding deposit of \$2000, refundable if the booking does not proceed. To secure and accept the offer of a booking, the Customer must pay the invoice within the given time-frame. Failure to pay within this time-frame may cause the provisional booking to be cancelled, and Swagman Tours cannot be held liable if the arrangements cannot be re-booked as originally planned.

Swagman Tours reserves the right to accept or decline and/or refund or reject any booking for any reason, and at

any time, without notice, in its absolute discretion, and without providing any reason.

Final payment for all bookings must be made at least 56 days prior to departure, unless otherwise advised. This means that if a booking is secured within 56 days of departure, full payment is required upon approval or acceptance of offer of the booking.

In some cases an initial instalment may be required prior to the Application and/or booking being accepted and some arrangements may require a higher initial instalment.

In consideration of the Customer making a payment to Swagman Tours based on an invoice supplied by Swagman Tours, the Customer agrees to be bound by Swagman Tours’ Terms and Conditions unconditionally, with or without a completed Application Form.

Local payments (if required) will normally be in the local currency, in cash, payable directly from the Customer to the tour leader on day of departure. Some local payments will be converted to AUD for collection prior to travel.

Some tours specify an Activity Package in addition to the tour cost. An Activity Package is optional (or compulsory) where stated. This payment is usually paid in AUD prior to your departure to secure the relevant activities, or can be paid to the tour leader in local currency on commencement of tour which may not guarantee activity participation.

4. AMENDMENT AND CANCELLATION POLICY

An amendment fee of AUD\$75.00 per change per file will apply. Additional communication charges and/or other expenses incurred in making the amendment may also apply. The amendment fee is payable regardless of whether Swagman Tours is successful in confirming the amended reservation or not.

In some instances reservation amendments may not be possible due to third party conditions such as, but not limited to, non-changeable non-refundable airfares. In these cases amendments will be treated as cancellations.

Any cancellation by the Customer must be done so in writing and only becomes effective the day Swagman Tours receives the written notification. Recorded delivery email/postage is strongly recommended. In the event of cancellation, for whatever reason, charges will apply as listed below:

Written notice prior to departure: Cancellation fee

Greater than 56 days: initial instalment forfeited

56-45 days: 75% of total booking

Within 44 days: 100% of total booking

If full payment of balance is not received at least 56 days prior to departure, Swagman Tours reserves the right to treat the booking as cancelled and to levy cancellation charges, with these charges payable whether monies have been received or not and Swagman Tours reserves the right to physically cancel the reservation and to resell any portion that is permissible to be resold.

Swagman Tours will not normally modify or cancel any holiday within 56 days of departure without first contacting

the booking agent and/or Customer.

There may be exceptional circumstances that require booking modification or cancellation to occur without notification such as, but not limited to, war, political unrest, riots, terrorist activities (threatened or actual), strikes, airport closure, technical problems, alteration or cancellation of scheduled services or other circumstances amounting to force majeure.

In the event of force majeure, Swagman Tours will use its best endeavours to offer an alternative holiday of a comparable standard and cost, or promptly refund monies (less a processing fee) that are able to be refunded. Swagman Tours shall not be held liable for amounts that cannot be retrieved from third parties.

Swagman Tours (including associated third parties, such as suppliers) also reserves the right to cancel scheduled tour departures for any reason.

In the rare event of material alteration becoming necessary for reasons other than the force majeure circumstances, Swagman Tours will offer, wherever possible, comparable arrangements or where that is not possible, a refund of monies received by Swagman Tours payable to the receipted payer.

Every effort will be made to operate all travel arrangements as illustrated in the brochure and/or described in tour documents, however, Swagman Tours reserves the right to alter itineraries (including, but not limited to, accommodation, sightseeing and destinations) due to unforeseen circumstances, such as places of interest being closed, accommodation being renovated, cruise ship taken out of commission etc, and replace altered items with alternatives, if possible. Images used in the brochure are for illustration purposes only. Swagman Tours offers no guarantee of material or financial compensation in any instance.

Most travel arrangements are paid for in foreign currencies. When Swagman pays a supplier in a foreign currency, we do so based on the rate of exchange on the day of payment. If a refund is subsequently authorised, for example if a Global Group booking does not proceed and the deposit is refundable, the amount refunded will be based on the rate of exchange on the day of refund. Swagman Tours cannot be held liable for possible shortfalls in deposit amounts due to fluctuations in currency.

Swagman Tours cannot guarantee that any refunds will be made either in respect to, but not limited to, accommodation, tours, vouchers, tickets, sightseeing excursions, tours, attractions and/or meals not having been utilised.

5. LAND ONLY BOOKINGS

Reservations that comprise 3 nights’ accommodation or less will incur a booking fee of AUD\$75.00 per file.

6. TRAVEL INSURANCE

As a condition of travel with Swagman Tours, adequate and appropriate full comprehensive international travel insurance

is compulsory. A copy of your travel policy is requested prior to departure. It is recommended that travel insurance is purchased at the time of paying the initial instalment. Swagman Tours can provide comprehensive travel insurance. For a copy of a brochure please call the office. Please be advised that for all insurance claims, Swagman Tours will charge a \$200 administration fee to provide documentation support for claims processed against policies that are NOT purchased through Swagman Tours.

7. PRICE POLICY & TOUR COSTS

All prices contained within the brochure are correct at the time of printing. Swagman Tours reserves the right to adjust its prices at any time up to and including the day of departure.

Additional surcharges, levies and/or taxes may also be payable due to, but not limited to, governmental action, currency exchange rates, increases in supplier’s prices (i.e. scheduled air fares, hotel and ground transportation charges, game park entrance fees, etc) at any time, even after full payment has been made by the Customer.

Some tours may be represented as a complete package (i.e. including air and ground arrangements) and to protect supplier contracts, itemisation of component costs may not be provided.

Many tours are constructed on a group basis (group airfares and land arrangements) and Customers are required to travel together throughout the package. Individual tour extensions are possible under certain conditions and will incur extra fees.

Single Customers must be prepared to pay the required single rate or single supplement that may be necessary for a tour which will secure them a single room. Some tours offer single Customers the chance to share (same gender) and every effort will be made to match, however, if unable, the single Customer may be required to pay the additional amount. A twin-share Customer may also be required to pay a single supplement if their intended share companion cancels for any reason and late notice prevents another companion from taking his/ her place.

8. NOT INCLUDED

The following items are not included in most tour costs and where applicable, are payable by the Customer: cost of passports, visas, airfares, gratuities (except where indicated), insurance, excess baggage, laundry, drinks, taxes (including departure, airport, airline, country, state and/or local taxes, unless otherwise specified), meals (except where indicated), items of a personal nature, optional tours and additional & unscheduled activities and game park visits.

9. RESPONSIBILITIES OF THE CUSTOMER

The Customer is, and will always remain, responsible for the possession and validity of the correct travel documents for their travel arrangements. These travel documents include, but are not limited to, passports, visas, health certificates, insurance and/or other travel documentation such as air tickets, vouchers, tickets, etc. Swagman Tours will not accept any liability or responsibility for Customers that may be

denied boarding, entry, participation or held for not being in possession of the correct documentation.

Swagman Tours is not liable for any additional costs incurred by the Customer in relation to obtaining these documents and/or for being denied entry, boarding, participation or held for any reason.

Customers should carry all personal prescription medication on them, together with a copy of the prescription and a copy of a doctor's letter describing the medication and its use.

Swagman Tours advises Customers participating in an overland expedition (camping or accommodated) to be in a good state of health. Overland expeditions are active, require fitness and medical facilities are not readily available in some of the remote areas.

It is the Customer's responsibility to seek professional medical advice regarding health precautions.

Swagman Tours must be advised of any existing and/or pre-existing medical conditions the Customer may have, or any condition that might affect the safe operation of the tour, at the time that the Application is made.

All existing and pre-existing medical conditions must be disclosed when taking out travel insurance and a failure to do so may void the policy.

Customers over 65 years of age may be required to submit a medical certificate stating that they are fit to undertake expeditions of this nature. If applicable, this is required at the time that the Application is made.

As a booking agent, Swagman Tours accepts no liability for death, personal injury, property damage, lost baggage or any other claims, resulting from a third party and/or a Customer's negligence, including the failure to disclose any existing and/or pre-existing medical condition.

10. INDEMNITY

For travel in certain countries each Customer may be required to sign a tour operator's indemnity form prior to commencing the tour. Refusal to sign will result in the Customer being denied participation in the tour, with no refund forthcoming. Due to the Customer's possible proximity to wild animals and/or harsh conditions this step is necessary. Age restrictions may apply for certain game drives, tours and accommodation, usually for safety reasons.

11. PARTICIPATION

Please note that on some tours, eg. overland safaris and special group tours, Customers will be required to participate in general meal preparation, kitchen and/or diary duty throughout the expedition, and must usually carry their own luggage and erect their own tent, except on designated comfort camping tours.

12. CONTINGENCY

In the event of circumstances affecting the progress of any tour arrangements (including but not limited to vehicle breakdowns and missed flight connections) Swagman Tours will not be responsible for any accommodation costs and will not be liable whatsoever for any airfares or repatriation

costs. All efforts will be made to rectify the situation expeditiously.

Swagman Tours and their operators reserve the right to alter the itinerary in order to make up any time lost due to any unforeseen circumstances.

13. AUTHORITY OF THE OPERATOR

The operator of Swagman Tours shall retain the right to make the final decision/s regarding proposed routes that may be deemed to be dangerous or unsuitable due to prevailing political, environmental, road or weather conditions. Decisions may be made in consultation with tour leaders, drivers, guides and/or suppliers. Customer safety is paramount and will always be the determining factor.

14. RESPONSIBILITY OF SWAGMAN TOURS

Swagman Tours acts as a booking agent only for the persons and/or companies in making transportation, accommodation and/or sightseeing arrangements.

Swagman Tours does not own, manage or control any vehicles, hotels and/or attractions. All tickets, coupons, vouchers, exchange orders are issued subject to the terms and conditions specified by the suppliers and all services are subject to the laws of the country where the services are provided.

Swagman Tours will produce and distribute documentation such as itinerary and/or vouchers that may or may not be required at the time of travel arrangement fulfilment; however this documentation is not usually released without a completed and returned application form.

Swagman Tours shall not be liable for any injury, damage, loss, accident, delay or irregularity that may be caused to any person or property however caused or arising during any tour under or not under its management, sponsorship, procurement or otherwise, notwithstanding that Swagman Tours principal may be a foreign company, corporation or person.

Swagman Tours applies all reasonable checks to ensure those involved in the preparation and provision of the tours maintain the appropriate standards. The descriptions, information and opinions given in the brochures in respect of the airlines, hotels, campgrounds and others whose services are used are given in good faith, based on the latest information available at the time of printing. In exceptional circumstances local factors (weather conditions, technical failures, etc) may limit hotel or other facilities illustrated. Swagman Tours cannot be held responsible for such limitation or withdrawal of facilities.

Swagman Tours is not liable for any loss or damage, including and without limitation to loss or damage caused by the negligence of Swagman Tours, nor any incidental and consequential loss or damage arising from or in connection with the supply of goods or services.

The liability of Swagman Tours, if any, including any liability for negligence, is limited to the replacement or resupply of equivalent goods or services or the cost of such replacement or resupply, whichever is the lesser.

15. TRANSPORTATION

Many tours in the brochure and other Swagman Tours are active style tours, visiting picturesque and sometimes quite remote areas. Some tours require travel in truck-style transportation and we recommend that you have a degree of tolerance and physical fitness as some vehicles and accommodation are not air-conditioned or as comfortable as comparable Australian vehicles or accommodation. With open air game viewing an element of risk is involved as Customers are exposed to the elements.

16. ARBITRATION

The contract shall be governed in all respects by the laws of Victoria, Australia. Should the unlikely situation arise that a Customer has a complaint about any aspect of a tour, the complaint should be reported immediately to the local Tour Guide (where possible), or to the management of the supplier (eg: hotel, tour operator, etc), in order to be given the opportunity to immediately rectify the problem.

If a satisfactory outcome is not forthcoming all complaints must be in writing and received by Swagman Tours, providing full details of the problem and those previously contacted in the resolution process. Swagman Tours offers no guarantee of material or financial compensation in any instance.

17. PRIVACY POLICY

Swagman Tours' privacy policy applies to all Swagman Tours' users, and conforms to Internet privacy standards.

In order to use the Swagman Tours website, Swagman Tours may require information from the Customer in order to provide the best service possible.

Correspondence may also be collected and stored, particularly in regard to sales, support and accounts, including emails.

Any information collected by Swagman Tours is collected via correspondence with the Customer. Correspondence may be recorded and stored in order to provide service references, and to assist in staff development.

These Terms and Conditions will be interpreted in accordance with the laws of Victoria, and the parties agree that the laws of Victoria shall apply to this contract and their dealings and the parties hereto submit to the jurisdiction of the Courts of Victoria.

Swagman Tours follows generally accepted industry standards to protect personal information, both during transmission and once Swagman Tours has received it.

If personally identifiable information changes, or if Swagman Tours' services are no longer desired, the Customer may correct, update, delete or deactivate it by emailing Swagman Tours.

If the Customer purchases a product or service from Swagman Tours, Swagman Tours may request certain personally identifiable information. The Customer may be required to provide contact information (such as name, email, and postal address) and financial information (such as credit card number, expiration date).

Swagman Tours uses this information for billing purposes and to fill your orders. If Swagman Tours has trouble processing an order, Swagman Tours will use this information to contact you.

Swagman Tours uses personally identifiable information for essential communications, such as emails, accounts information, and critical service details. Swagman Tours may also use this information for other purposes, including some promotional emails. If at any time a Customer wishes not to receive such correspondence, they can request to be removed from any mailing lists by emailing Swagman Tours.

You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

Swagman Tours may at its discretion use other third parties to provide essential services on Swagman Tours' site or for Swagman Tours' business processes. Swagman Tours may share your details as necessary for the third party to provide that service.

These third parties are prohibited from using your personally identifiable information for any other purpose.

Swagman Tours does not share any information with third parties for any unknown or unrelated uses.

Swagman Tours reserves the right to disclose your personally identifiable information as required by law and when Swagman Tours believe that disclosure is necessary to protect Swagman Tours' rights and/or comply with a judicial proceeding, court order, or legal process served on Swagman Tours' website.

Links on the Swagman Tours site to external entities are not covered within this policy. The terms and conditions set out in this privacy statement only cover the domain name of <https://www.swagmantours.com.au/>

If Swagman Tours decides to change its privacy policy, Swagman Tours will post those changes to this privacy statement, the homepage, and other places Swagman Tours deem appropriate so that you are aware of what information Swagman Tours collects, how it uses it, and under what circumstances, if any, Swagman Tours discloses it. Swagman Tours reserves the right to modify this privacy statement at any time. If Swagman Tours makes material changes to this policy, Swagman Tours will notify you here, by email, or by means of a notice on our homepage.

These Terms & Conditions may be read and printed from the company website: www.swagmantours.com.au

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