

## **BOOKING TERMS & CONDITIONS**

The following Booking Terms & Conditions form the basis of your contract with Alan Rogers (Australia) Pty Ltd (“Alan Rogers Travel”, “we”, “our” ‘us” and “Company”) ABN: 87 639 697 322, trading as Alan Rogers Travel and Worldwide Caravan & Motorhome Holidays.

Please read them carefully as they set out your and our respective rights and obligations. By asking us to confirm your booking, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.

References in these booking conditions to your ‘holiday’ are references to any tour, excursions, vehicle hire, short trips, accommodation and any services you have booked with Alan Rogers Travel.

### **Governing Law**

These booking conditions are governed by the law in force in Queensland, Australia. Any claim or legal action against overseas suppliers is likely to be subject to the terms of your contract with them and may be governed by the laws of other countries.

### **Price Validity**

Published prices are valid at the time of publication but are subject to change. The most up to date pricing is available on our website. They may be varied by advertising or special offers, or changed after the publication date for any reason, including without limitation, to cover changes in government taxes and charges, exchange rate variations, fuel surcharges, airline charges, a force majeure event or other material increases by suppliers. Prices may vary depending on seasonality and will be confirmed at time of booking. Once the deposit is paid, the price will be guaranteed.

### **Confirmation of Services**

Your acceptance of a quotation, or your booking request, does not guarantee actual availability of the requested flights, tours, rental vehicle, accommodation or any other services until you receive a confirmation invoice from Alan Rogers Travel. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements.

Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable.

## **Making a Booking**

All holidays are subject to availability at the time of booking. A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; b) you pay us the applicable deposit (if you are booking within 75 days of departure, full payment is due at the time of booking); and c) we issue you with a booking confirmation. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions.

Please check your confirmation invoice carefully as soon as you receive it and contact us immediately if any information appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits, but you must meet any costs involved in doing so. If you wish to change or cancel any arrangements later, you may have to pay an amendment fee or cancellation charge.

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

## **Deposits & Final Payments**

A deposit of \$1000 per person or 10% of the total booking value (whichever is the greater) is required at the time of booking. The deposit represents a fee payable to us for services associated with the processing and confirmation of your booking and any consultations on travel arrangements that we may provide to you. Because these services are provided as soon as we confirm your booking, the deposit is non-refundable other than where we cancel your travel arrangements for reasons other than Force Majeure (see below).

The final balance must be paid in full by the date(s) reflected on your invoice *OR* no later than 75 days prior to the travel commencement date. We are under no obligation to remind you of a payment becoming due. If we fail to receive a payment from you by the due date for payment in clear funds, then this will be deemed a cancellation by you (see below). Please note that some trips may require payment (including full payment) earlier or in additional instalments and this will be advised with the booking confirmation.

If you are booking within 75 days of travel date, full payment is due at the time of request. You acknowledge that we may not be able to confirm services, in which case we will provide you with a refund.

In addition to the above, any flights booked by Alan Rogers Travel on your behalf, may require immediate payment and this will be advised at the time of booking. Please note that many airfares are non-refundable once ticketed.

We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you.

Alan Rogers Travel reserves the right to cancel any ticket or booking or, refuse to honour any price or carry any passenger where any payment has not been received by Alan Rogers Travel within the specified time.

### **Amendments & Changes to your Booking**

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of \$50 per person per change as well as any applicable rate changes or extra costs incurred, as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and a cancellation fee may be payable. If you are prevented from travelling, it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements eg. airfares

### **Cancellation Policy**

If you or any other members of your party decide to cancel your confirmed booking, you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. The cancellation charges applicable and shown below represent a percentage of the total holiday price:

- If cancelled prior to the final balance due date, a cancellation fee of the deposit paid applies plus any applicable non-refundable third-party supplier and airline charges (please be aware that some airfares may be fully non-refundable)
- 45-74 days prior to travel date, a 50% cancellation fee applies plus any applicable non-refundable third-party supplier and airline charges (please be aware that some airfares may be fully non-refundable)
- Within 44 days of travel commencement or no show, a cancellation fee of 100% of the total booking value applies.

You agree that the deductions and cancellation charges specified above are reasonable, represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

For group departures, a transfer of a confirmed booking to an alternative departure date within the same season can be done subject to availability and without charge, up to 120 days prior to travel date. Within 120 days, such transfer is deemed to be a cancellation of the original booking and fees will apply as shown above.

### **Client Names - Exactly as per passport**

For security reasons, airlines and our overseas suppliers require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

### **New or Changed Quarantine Requirements**

If after we confirm your booking: (a) new or changed quarantine requirements are imposed by government authorities either in a destination you are due to visit or in your home state or country and these remain in effect 60 days before commencement of travel arrangements booked with us; and (b) these new or changed quarantine requirements make it reasonably impractical for you to travel; then (c) you may give us written notice to cancel your trip not less than 45 days prior to commencement of the first arrangement.

If you cancel travel arrangements in these circumstances, then we will refund payments made by you less: (a) unrecoverable third party costs and other expenses incurred by us in relation to your travel arrangements; (b) overhead charges incurred by us relative to the price of your travel arrangements; and (c) fair compensation for work undertaken by us in relation to your travel arrangements until the time of cancellation and in connection with the processing of any refund.

### **Cancellation or Changes made by Us**

It is unlikely that we will have to make any changes to your travel arrangements, but as we plan tour arrangements many months in advance, occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.

Escorted motorhome tours are subject to minimum numbers travelling and if this minimum is not reached, we reserve the right to cancel the tour and will advise you no later than 120 days before the planned departure date. Should this happen, we will offer an alternative tour date or suggest a tailor-made motorhome holiday in lieu and you will be provided with a new booking confirmation invoice with a revised holiday cost. If this is not acceptable, you can cancel at no cost and you will be refunded your deposit. Alan Rogers Travel disclaims any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of postponement or cancellation of your escorted motorhome tour by us whether due to Force Majeure or otherwise.

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns. You agree that we have the right to pass on any costs we incur for alternative arrangements we put in place for your benefit in these circumstances.

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications. If you are entitled to any compensation for any modifications

or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept. We will not be responsible to you for any other expenses or loss you incur in connection with your booking resulting from any amendment or change to the itinerary or its inclusions.

### **Unused & Denied Services**

Please note that no refund shall be made for any travel arrangements not utilised, whether by choice or because of late arrival or early departure. Any alteration to the holiday outside the planned itinerary, made by a traveller, shall be wholly at the expense of the traveller. Alan Rogers Travel does not authorise the employees of any overseas supplier or service provider to promise refunds or to make undertakings to clients on other matters on our behalf.

If you are not fully and validly vaccinated against Covid-19 in the destination(s) where services are to be provided, and particular suppliers refuse to provide you with travel arrangements, then you agree you will not be entitled to any refund for those arrangements. We will not be responsible to you for any loss or expenses you incur (including loss of enjoyment or the costs of alternative arrangements) if you are denied services in these circumstances.

### **Cutting Your Holiday Short**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for, any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your holiday. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up-to-date information in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. Alan Rogers Travel is not responsible for delays or missed portions of the holiday resulting from incorrect travel documents or visas.

We strongly recommend that you familiarise yourself with the latest Government Consular advice and information before making a booking and before departure by calling or visiting websites of the Department of Foreign Affairs & Trade in Australia or the Ministry of Foreign Affairs & Trade in New Zealand.

## **Travel Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers you and your party against all of your personal requirements, including the cost of cancellation by you, the cost of assistance (including repatriation) in the event of accident or illness, loss of baggage and money and other relevant expenses. If you fail to travel with adequate insurance cover, we will not be liable for any losses in respect of which insurance cover would otherwise have been available. It is the responsibility of the traveller to arrange their own insurance.

## **Special Requests**

Any special requests must be advised to us at the time of booking eg. dietary & meal requirements, room location, etc. You should then confirm your requests to us in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## **Health & Fitness**

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice.

If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request.

Alan Rogers Travel welcomes passengers with disabilities or special needs, and we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your holiday, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition at the time you made your booking request, we will provide you with a full refund of payments made. If you fail to notify us at that time or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide.

We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

## **Errors & Omissions**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances and will notify you as soon as possible. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

## **Refusal of Carriage**

We retain the right to remove customers from our escorted motorhome 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. You will not be entitled to any refund for unused services, and you will be responsible for any additional costs you incur.

## **Independent Services**

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

## **Credit & Debit Card Surcharges**

If you pay Alan Rogers Travel by credit or debit card, surcharges will apply. In the case of credit cards, a surcharge of between 1% and 2% (depending on the card used), will be added to the tour price. In the case of debit cards, a charge of 0.5% will be added to the tour price.

## **Security Deposits**

All motorhome rental companies require a minimum of one internationally recognised credit card for a security bond. Cash security deposits are possible in some instances but must be requested in advance.

## **Age Limits**

Generally, the minimum age for a hirer is 21 years but this can vary by motorhome rental company and country. Maximum age limits and/or young driver surcharges may apply. Please check with your consultant at the time of booking.

## **One Way Rentals**

If you return your vehicle to a different location from where you collected it, you will incur a one-way fee. Charges and conditions vary between suppliers and vehicle types. Details will be advised at the time of reservation. If you vary your drop off point, additional charges may apply.

## **Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to: war, threat of war, civil strife, industrial dispute, terrorist activity or the threat of such activity; the act of any government or other national or local authority including changes or amendments in regulations or access to services, sites or countries caused by declared epidemic or pandemic events; natural disasters including fire, earthquake, floods and adverse weather conditions; nuclear, chemical or biological disasters resulting in contamination or environmental pollution; and all similar events outside our or the supplier(s) concerned control. If Alan Rogers Travel, in its reasonable opinion, considers that any Force Majeure event prevents it (whether directly or through its employees, contractors, subcontractors and agents) from lawfully or safely providing any products or services subject of the booking contract with you, Alan Rogers Travel may immediately by written notice: (a) cancel your travel arrangements (in whole or in part) thus terminating the booking contract with you (in whole or in part); and/or (b) reschedule your travel arrangements as reasonably practicable (in whole or in part)

If we cancel any of your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third party costs and other expenses incurred by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

## **COVID-19 Important Information**

We strongly recommend that you familiarise yourself with airline and government requirements around passenger safety and COVID-19, including the possible need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test. Airlines, hotels and other travel service providers will be required to comply with national and/or local guidance relating to COVID-19 and may have implemented certain measures as a result, including (but not limited to), the use of face masks, hand sanitisation, social distancing etc..

You acknowledge that you are choosing to travel at a time when you may be exposed to COVID-19. It is your own responsibility to acquaint yourself with all relevant travel information including applicable health risks. You acknowledge that your decision to travel has been made based on your own consideration of this information and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with travelling at this time.

We will have no liability for any refunds, compensation, expenses or losses of any kind incurred by you (including medical treatment if applicable) in the following circumstances:

- a) If due to any illness, suspected illness or failure to satisfy any required tests or vaccination requirements or any other measures imposed by an airline, travel service provider or government body, or refuse to submit to testing or assessment when requested to do so and as such, are denied entry to board the flight, entry to the destination, access to services or are otherwise unable to proceed with your holiday: or



- b) If you, or any of your travelling companions, test positive for COVID-19 and are required to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for COVID-19

If any of the above should occur whilst you are travelling, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for the cost of any curtailment of your holiday, additional accommodation and travel arrangements or other associated costs incurred by you. You must ensure you have adequate travel insurance with specific COVID-19 coverage which covers these costs for you.

### **Vaccinations**

We strongly encourage you to be fully vaccinated against Covid-19 with a vaccine approved by the Therapeutic Goods Administration. This is so health risks for yourself and others you come into contact with, can be mitigated. Subject to the Illness or Vaccination Status Preventing Travel section above, if you choose to travel without being fully vaccinated, then you do so accepting the implicit risks to your health and you agree to provide us with waivers and releases as we may require.

It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

### **Responsibility & Liability**

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your holiday, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include, but are not limited to, airlines, railway and cruise companies, hoteliers, independent transport companies (ie. vehicles not operated by us) and other operators.

Alan Rogers Travel is not responsible for the conduct of the independent service providers, their servants and agents, or for any ramifications of that conduct. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier. Any claims you have in this regard must be made against the Independent Supplier. You acknowledge that the Independent Supplier's liability to you may be limited by their own terms and conditions.

Alan Rogers Travel accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond its control.

We will not be responsible if the loss, damage, claim or expense was caused by the acts or omissions of yourself, of any other third party not connected with the provision of your holiday arrangements, or due to an event of Force Majeure.

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia or New Zealand.

Australian Consumer Law and corresponding or equivalent legislation in other jurisdictions (including if you are a resident of New Zealand, any consumer law which is in effect in New Zealand and which applies to our contract with you) in certain circumstances imply mandatory conditions and warranties into consumer contracts (“Consumer Warranties”). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, Alan Rogers Travel disclaims all warranties.

To the fullest extent permitted by law, the maximum liability of Alan Rogers Travel to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

### **Data Protection & Privacy**

In order to process your booking, and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/ dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will also use the information for marketing purposes. Should you not wish to receive further information from us in the future, please advise our reservations staff at the time of booking. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures. Our Privacy Policy is available here <https://worldwide.alanrogers.com/en-au/about/data-protection> or by request to us. By providing personal or sensitive information to us, you are agreeing to the terms of our Privacy Policy.

### **Photography & Image Release**

Whilst every effort has been made to provide accurate images of the vehicles, these are provided as a guide only and actual décor, layout and configuration cannot be guaranteed and may differ from that shown.

When on an escorted tour, we may take photographs or make recordings of you and your activities that identify you. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your tour.

### **Complaints**

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (eg. rental company, hotelier, etc) or our local representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our offices within 30 days of the end of your holiday, giving your booking reference and all other relevant information.

Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

Please address your correspondence to: The Manager, Alan Rogers (Australia) Pty Ltd, PO Box 434, Helensvale QLD 4212, Australia.

## **General**

The contract between Alan Rogers Australia (Pty) Ltd trading as Alan Rogers Travel & Worldwide Caravan and Motorhome Holidays and you, is governed by the laws of the State of Queensland. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Queensland. If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions. Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here <https://worldwide.alanrogers.com/en-au/about/data-protection>

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