

Uplift Tours and Travel Booking Conditions

Booking Arrangements: Booking of travel arrangements and payment thereof shall be considered proof that you have read our booking terms and conditions, that you accept them without reservation, constituting the entire agreement between you and Uplift Tours & Travel which can only be varied by an officer of Uplift Tours & Travel in writing. Uplift Tours & Travel does not own nor operate the airlines, hotels, sightseeing, shipping, transfer or vehicle hire companies or cruise lines (herein called "suppliers") whose transport, accommodation or meal services may be part of your travel arrangements. All components arranged by Uplift Tours & Travel are provided by suppliers which operate in accordance with the standards set down by their own local authorities and who Uplift Tours and Travel believe are reputable. Bookings are therefore subject to the terms, conditions and limitations of such suppliers, some of which exclude or limit liability in respect of death, injury, delay, loss or damage to your person and/or effects. Uplift Tours & Travel recommend all passengers take out adequate travel insurance cover valid for the entire duration of their travel arrangements.

Changes in Price and Itineraries: Prices are in Australian dollars (except where stated otherwise), are correct at time of printing and are subject to change without notice. Government taxes and charges imposed by third parties, including ticketing costs imposed by airlines are subject to change and Uplift Tours & Travel reserve the right to pass on any new costs together with, where applicable, a service fee and GST. In the event that currency fluctuations or increase in suppliers' charges affect the price of your booking, we reserve the right to adjust our prices as necessary at any time prior to receipt of balance of payment. We will notify you of schedule or price changes made by our suppliers for any reason beyond our control.

If the change or changes result in your travel arrangements costing more, or otherwise being materially different from those prior to the change or changes being effected (and in respect of which we have already accepted your deposit or balance of payment) you may rearrange them or withdraw and monies already paid will be refunded less any charges levied by suppliers. Uplift Tours & Travel reserves the right to correct any errors in amounts quoted, calculated or billed in respect of a booking, even if full payment has been made.

Minimum Passenger Requirements: Uplift Tours & Travel organised tours operate based on a minimum of 20 people. Should minimum passenger numbers not be met, Uplift Tours & Travel reserves the right to cancel or reschedule tour.

Deposit and Payment: A non-refundable deposit of \$300.00 per person is payable within 7 days of confirmation of your reservation. Payment of the deposit will ensure that Uplift Tours & Travel continues to hold your travel arrangements, subject to final payment being received in accordance with our terms and conditions.

You will be notified at the time of your reservation if any additional deposit (including supplier advance payment) requirements apply. If payment of the deposit or any supplier advance payment or additional deposit has not been received by Uplift Tours & Travel within the time specified, the booking is subject to cancellation without notice.

Payment of the balance price of your holiday arrangements is due to Uplift Tours & Travel no later than 90 days prior to departure. If for any reason we have not received payment by the due date, we reserve the right to treat the booking as cancelled and to apply the appropriate cancellation charges.

Cancellations, Alterations, Reissues and Other Services: If you cancel or terminate your travel arrangements:
Prior to final payment – there will be no refund of your deposit, or any supplier advance payment or additional deposit, where applicable.

After final payment – there will be no refund of your deposit and there may be cancellation fees charged by airlines, hotels and ground/cruise operators of all or part of the price paid, which will delay the payment of any refund due.

Please note: Uplift Tours & Travel together with any supplier used reserve the right to charge up to 100%.

For this reason, Uplift Tours & Travel strongly recommends that your travel insurance policy includes cover for cancellation charges in the event of cancellation due to illness or other circumstances.

After booking documents have been issued, including electronic issue, any alteration will incur a fee of \$55.00 per person, in addition to any charges levied by hotels, ground/cruise operators or airlines. A document reissue means an alteration to an existing booking and not a transfer to another package wherein cancellation fees may apply as well as a reissue fee of \$55.00 per person.

Late Bookings: Bookings made within 45 days of departure will only be accepted if payment of the price in full is received by Uplift Tours & Travel at the time of reservation.

Refunds: No refund is available for cancellations after your travel has commenced or in respect of any tours, accommodation, meals or any other services not utilized whether by choice or because of late arrival or early departure, including failure of any transport to operate according to schedule. Please note that employees of any supplier are not authorized by Uplift Tours & Travel to make any undertakings in respect of refunds or other matters.

What's not included in the price: Optional touring, items of a personal nature including but not limited to travel insurance, excess baggage, laundry, drinks, phone calls, passport and visa fees, beverages, meals not detailed in the itinerary, tips to tour directors, motor coach drivers and local guides and all other items of a personal nature including expenses, fees or costs incurred in case of illness.

Insurance: Uplift Tours & Travel strongly recommends travel insurance against loss of deposit and cancellation charges, baggage, loss, theft, accident, injury and medical expenses. Uplift Tours & Travel makes no representations or guarantees concerning the risks covered or insurance reimbursement available under any and you must satisfy yourself in that regard. You agree not to hold Uplift Tours & Travel responsible for any decision made by insurers, and/or by any suppliers, or requirements of any overseas country or government authority or overseas laws and policies.

Passports, Visas, Vaccinations and Baggage: To ensure names used to make a booking are exactly as those appearing in the passports, Uplift Tours & Travel require a photocopy of your passport to be supplied with your booking form.

A visa does not guarantee you entry or permission to remain in a country. Some countries may refuse entry because of your state of health or for other reasons, or may detain, expel or repatriate you. It is your responsibility to find out about applicable visa entry, health and other requirements of overseas countries to which you intend to travel and you should make the appropriate disclosures as required. These things are not our responsibility.

A failure to disclose a health condition may result in the applicable country refusing you entry, or in you being detained, expelled or repatriated from it. Uplift Tours & Travel accepts no responsibility and is not liable for any expenses, cost liabilities or loss incurred in relation to such matters or for your failure to comply with the laws, regulations, orders and/or requirements of countries visited. You agree not to hold Uplift Tours & Travel including its servants and agents responsible for any such thing.

Uplift Tours & Travel and/or its servants and agents are not responsible for any disclosures of a health condition made by other suppliers whose services are part of your travel arrangements or for the acts of any governmental instrumentalities of the countries connected thereto.

To ensure the safety of all passengers, including yours, it may be necessary for Uplift Tours & Travel to disclose your condition of health to suppliers of other services forming part of your travel arrangements. You authorise Uplift Tours & Travel and/or its servants and agents to make such disclosure on your behalf and agree that a disclosure by Uplift Tours & Travel and/or its servants and agents shall not amount to a breach of confidence or duty and you will not hold Uplift Tours & Travel liable in tort or in contract or under any anti-discrimination laws.

Uplift Tours and Travel Booking Conditions Continued

Please consult your GP or visit the Travel Doctor website, www.thetraveldoctor.com.au, regarding any vaccinations which may be required for the destinations you are travelling to.

Please be aware that airlines and transport operators have limitations regarding the baggage limit each passenger is allocated. There are also conditions regarding items you are permitted and not permitted to carry.

Special Requests: Please advise Uplift Tours & Travel of any special medical or dietary requirements you may have so that this information can be provided to our suppliers. Airline seat request and Room requests, such as interconnecting rooms, rooms with view or double bedding will be advised to the supplier but cannot be guaranteed.

Variations: If unforeseen circumstances beyond our control requires us to make necessary changes to your travel arrangements, we reserve the right to cancel or reschedule departures and itineraries. Where it is necessary to change a hotel, Uplift Tours & Travel reserves the right to substitute accommodation of at least a similar standard.

Frequent Flyer Points: Airfares may or may not attract Frequent Flyer points. This decision rests with the airline and is not the responsibility of Uplift Tours & Travel.

Complaints: We endeavour to ensure that the arrangements we have made for you are implemented as arranged. If a problem occurs, the most practical way to deal with it is to attempt resolution locally with the service provider. If you fail to follow this course, any claim for compensation may be reduced or denied. If you have any unresolved complaint, details should be lodged in writing (with supporting documentation, including efforts made with the service provider to resolve it) with Uplift Tours & Travel within 30 days of return to Australia.

ADDITIONAL BOOKING CONDITIONS FOR SCHOOLIES SAFARIS

Drug and Alcohol Free: Uplift Tours & Travel Schoolies Safaris are Drug and Alcohol free. Participants found not adhering to this will be sent home immediately, at their own/guardians expense. No refund will be provided for missed activities. It is important to note that it is illegal to drink alcohol under age and you may be prosecuted for not abiding by local laws. By reserving your place on an Uplift Tours & Travel Schoolies Safari you are committing yourself to a "Drug and Alcohol free" tour and payment shall be considered proof that you have read our Booking Terms and Conditions for Schoolies Safaris and that you accept them without reservation.

Behaviour: Any behaviour deemed unacceptable by Uplift Tours & Travel and/or its service providers, Tour Escort and/or Tour Guide will result in participants being sent home immediately, at their own/guardian's expense. No refund will be provided for missed activities.

LIMITATIONS OF LIABILITY AND RESPONSIBILITIES

Uplift Tours & Travel sells travel arrangements in Australia arranged by Uplift Tours & Travel or entities related to or affiliated with it. Uplift Tours & Travel provides you and other passengers with bookings, arrangements, ticketing and other ancillary and related services. Uplift Tours & Travel does not itself provide the transport, accommodation, meals and other facilities or optional services or excursions described in its itineraries that you may receive or acquire as part of your travel arrangements, all of which are provided by air and land carriers, cruise operators, hoteliers or suppliers of other services as principals.

Uplift Tours & Travel agrees to make the reservations with the principals offering the services described in our itineraries on these terms and conditions. All coupons, exchange orders, contracts, tickets or vouchers issued by Uplift Tours and Travel including electronic issues (collectively "vouchers") are issued subject to the tariffs terms and conditions contained in the contracts in use by the principals when used (which may exclude liability for any acts, omissions or defaults, whether negligent or otherwise) and constitute the sole contract between the passenger and the principal. Acceptance of such vouchers constitutes acceptance of the foregoing.

Uplift Tours & Travel is responsible to the passenger for arranging supply of the services described in our itineraries, except where such services cannot be supplied or the itinerary is changed due to delays or other causes of whatever

kind or nature beyond the control of Uplift Tours & Travel.

In such circumstances, cancellations, diversions, Uplift Tours & Travel will do its best to arrange supply of comparable services and itineraries and there shall be no refund in this connection.

In the absence of its own negligence, neither Uplift Tours & Travel nor any agent or affiliate has any liability for any substitution of equipment, variations, postponements or any other act, omission or default of air or land carriers, cruise operators, hoteliers or hotels, transport companies or suppliers of other services including optional facilities or excursions nor any consequences thereof such as changes in services, accommodation or facilities.

In the absence of its own negligence neither Uplift Tours & Travel nor any agent or affiliate shall be liable for any loss or damage to baggage or property, or for injury, illness or death or for any damages or claims whatsoever arising from loss, negligence, delay or from the act, error, omission, default of negligence of any person not its direct employee or under its exclusive control, including any act, error or omission, default or negligence of any country, government or governmental authority, officer or employee.

Neither Uplift Tours & Travel nor any agent or affiliate is responsible for any criminal conduct by any third parties.

All bookings agreed to be made by Uplift Tours & Travel with the suppliers of any transport or other services, including optional facilities or excursions, are subject to the terms and conditions imposed on and by such suppliers in relation to matters that may not be expressly the subject of our agreement with them and, in particular, to the applicable laws, requirements and policies of any government, governmental authority or employee including visa entry, exit or transit.

Where the passenger occupies a motor coach seat fitted with a safety belt, neither Uplift Tours & Travel nor any agent, affiliate or supplier concerned will be liable for any injury, illness or death or for any loss damage or claim whatsoever arising from any accident or incident if the safety belt is not being worn at the time of such accident or incident.

Uplift Tours & Travel accepts responsibility only for the services it provides. Uplift Tours & Travel accepts no responsibility or liability of any nature whatsoever for the acts, omissions or defaults (whether negligent or otherwise) of any governmental authorities, their officers or employees or of any employees, agents of airlines, airline carriers, coach operators, cruise or ferry operators, any other transport providers, hoteliers or other accommodation suppliers, the suppliers of other facilities or optional services or excursions, tour directors, tour guides, travel agents, or the suppliers of meals, other goods or other services as part of your travel arrangements and over whom Uplift Tours & Travel, its agents or affiliates have no direct control.

Uplift Tours & Travel accepts no responsibility or liability of any nature whatsoever including but not limited to contract, in tort or under any other law for any injury, damage, loss, delay, additional expenses or inconvenience caused by your own acts and/or omissions, or other events which are beyond its control including force majeure or other events including but not limited to war, civil disturbance, fire, floods, severe weather, acts of God, acts of government or any other authorities, failure or equipment or machinery.

If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirements of any government of governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees.

Passengers travel at their own risk.

Every effort is made to ensure our itineraries are accurate at the time of printing. However, Uplift Tours & Travel cannot be held responsible for printing or typographical errors or errors arising from unforeseen circumstances.

Financial Protection: Uplift Tours & Travel is a member of the Travel Compensation Fund (TCF). TCF is a fund administered by a regulatory body established by government to protect consumer funds in the event of a member's financial failure.