

Kool Places

www.KoolPlaces.com.au

Booking Conditions

It is important that you read the following booking conditions before you book. Kool Places Pty Ltd (ACN 137 288 183), referred to here as Kool Places, accepts bookings subject to the following conditions:

C1 Brochures & website validity and surcharges

Information contained in our brochures and on the Kool Places website are correct at the time of publication. Our prices may change due to exchange rate fluctuations or other costs, however they are correct at the time of publication. Kool Places reserves the right to change the listed prices due to currency fluctuations, government action or amendments to itineraries and timetables beyond the control of Kool Places. For the most up to date information on pricing please refer to our website.

C2 Making a Booking

To confirm your booking Kool Places requires a fully completed booking form signed in hard copy and the applicable deposit for the journey. The minimum required deposit is AUD \$200. The final payment of the balance is due no later than 60 days before the tour departure and your booking may be cancelled if full payment is not received by the due date, in which case your deposit will be forfeited. If we receive your booking less than 60 days prior to the date of departure, it must be paid in full at the time of booking.

A booking is accepted when Kool Places has received the deposit into their bank account and funds cleared, regardless of whether an invoice or receipt has been issued. It is at this point that a contract with Kool Places comes into existence.

C3 Refund

No refunds will be made for any journeys, parts of journeys, accommodation, meals, or any other travel service included in the tour or journey, which you did not utilise, should you choose to voluntarily not use the service if you decide to leave the tour early or should Kool Places be unable to provide the service for reasons beyond its control.

Any refund due for any service booked and paid for, but not provided outside of the above circumstances, will be made by Kool Places after the completion of your Kool Places travel services.

C4 Passports, Visas and Vaccinations

You may require a valid passport and visas for your journey. It is solely your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited. It is your sole responsibility to obtain vaccinations and preventative medicine as may be required for the duration of the tour. Information is given in good faith without responsibility on the part of Kool Places.

C5 Insurance

Travel insurance is not included in the tour cost. Kool Places will not be responsible or liable for any injury or damages suffered or incurred in any way arising from or occurring during your journey. Comprehensive Travel Insurance (including medical and repatriation cover) is compulsory for group journeys and Kool Places reserves the right to require you to leave the tour in the event that you have not secured the appropriate cover. Comprehensive Travel Insurance from a reputable insurer is also strongly recommended for independent and tailor made journeys.

C6 Amendments to Bookings

If you wish to change your bookings in anyway, Kool Places will make every reasonable endeavour to accommodate changes and additional requests. However, if you wish to change your

booking in anyway less than 60 days from the departure date the cancellation fees detailed in Clause C7 will be payable.

Kool Places reserves the right to amend any tour itinerary due to force majeure, changes in local conditions, or any other reason that Kool Places in its absolute discretion may determine. If an amendment to the tour itinerary is necessary, Kool Places will provide similar tour inclusions.

Where such amendments are major (25% or more of the tour content is changed, or a price surcharge greater than 15% of the published tour cost is required) and this amendment is known before our tour commences, you will be offered the opportunity to transfer to an alternative tour, alter your departure date, or cancel with a full refund of any monies paid to Kool Places for the tour, excluding airfares and airline taxes.

Kool Places otherwise disclaims any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of any amendment or change to the tour itinerary. If, during the operation of the tour, and for reasons beyond the control of Kool Places, it becomes advisable to change, amend or alter an itinerary, including the start or finish city of the tour, Kool Places may do so in its absolute discretion and any additional costs incurred in these changes will be the responsibility of the traveller.

C7 Cancellation by the Traveller

Once your booking has been confirmed, Kool Places will only accept cancellations in writing. In the event of cancellations the following charges will apply:

- 1) Cancellations received after acceptance of the booking – loss of deposit.
- 2) Cancellations received between 30 days and 60 days prior to departure – 50% of the agreed tour price.
- 3) Cancellations received less than 30 days prior to departure – 100% of tour price.
- 4) Airline tickets and taxes will not be refundable once tickets issued. The cancellation fee is 100% of the ticket price, taxes and surcharges.

C8 Cancellation by Kool Places

Kool Places reserves the right to cancel any tour (before tour commencement), including guaranteed departures, due to force majeure, health concerns, war, civil unrest, acts of terrorism, strikes, industrial disputes, or any other reason outside the control of Kool Places that Kool Places in its absolute discretion may determine. In such cases a full refund of the tour price less the cost of airfares and airline taxes included in the tour price, will be made and this will be the full extent of Kool Places liability. If a guaranteed departure is cancelled for reasons other than force majeure, a full refund of monies paid will be made.

Kool Place otherwise disclaims any liability to you for the costs of airfares, visas, or any other expenses incurred by you as a result of any tour cancellation.

C9 Photographs and Recordings

When on tour, employees, agents and/or other travellers of Kool Places may from time to time take photographs or make recordings of you and tour activities that may identify you. Kool Places reserves the right to use any and all photographs and/or recordings made on our for promotional reasons in printed material or on the internet or other media. In using such images or recordings, Kool Places undertakes not to reveal your name, contact details or other personal information. You consent to the use of such images or recordings by Kool Places and you acknowledge that you will not be entitled to payment or other compensation for the giving of consent or the use of such images or recordings. Kool Places may keep such images or recordings of you on record.

Kool Places Pty Ltd

ABN 59 137 288 183 Travel Licence 3318076

Kool Places

www.KoolPlaces.com.au

C10 Your Responsibility

Travelling in a group may require some compromise to accommodate the different desires and abilities of group members. When joining a group tour you undertake to conduct yourself in a manner conducive to good group dynamics. If you act in a manner that threatens or disrupts the safety or enjoyment of others on the tour, the Group Leader may in his absolute discretion require that you leave the tour. If you are required to leave a tour in such circumstances, no refund will be made for any unused services.

It is your responsibility to ensure that you have a suitable level of fitness to undertake the journey of your choice, and that you have received the required vaccinations. Should Kool Places or the Group Leader consider you medically unfit to join a tour or should your condition deteriorate during a tour, to an extent that you are no longer able to participate, you will be required to leave the tour. No refund will be made for any unused services in such an event.

Kool Places and agents reserve the right to withhold or withdraw tour participation for anyone whose inappropriate behaviour or medical condition is likely to affect the smooth operation of the tour or adversely affect the safety or enjoyment of other travellers on the tour. Additionally, Kool Places reserves the right at any time to insist on a current medical certificate stating that you are fit to travel, and may refuse carriage if a satisfactory certificate is not supplied. Any decision to exclude a passenger for any reason will be made by Kool Places without any recourse. When joining a group tour you accept the authority of the Group Leader.

Should you have a complaint about any aspect of the travel arrangements you must bring it to the attention of the group leader or our local representative at the time. Failure to notify the Group Leader or our local representative at the time may adversely affect your claim for compensation. If the problem is not solved to your satisfaction you must lodge your complaint in writing to Kool Places no later than 28 days after the completion of the tour.

It is your sole responsibility to inform yourself of the travel advisories issued by the government of your country regarding the risks and associated precautions (including health) related to the countries and regions visited on your tour. Health Advice is available from travel health specialists and international bodies such as the World Health Organisation. Kool Places will not be responsible for advising you of such travel advisories or any changes that occur to such travel advisories prior to departure of the tour.

C11 Optional Activities

When on tour, you may be offered to engage in optional or non-itinerary activities. You acknowledge and agree that such activities may be risky and Kool Places will not be responsible to you for any loss damage, injury or accident that may occur as a result of your participation therein.

Optional or non-itinerary activities may incur additional costs and these will be charged at the time, during the tour by Kool Places, the Group Leader or our local representatives.

C12 Responsibility

Kool Places acts as an agent in the arrangement of travel services. All vouchers and tickets are issued subject to terms and conditions specified by the supplier of those services. By accepting the vouchers and tickets and utilising the services, you agree that except where the law provides that liability or responsibility may not be excluded, Kool Places shall not be liable or responsible in respect of either person or property for any loss, damage, injury, accident, delay, diversion, fault, or irregularity, however occasioned, sustained or suffered in the

course of any journey, trip or tour in the carrying out of any arrangements or the use of any facilities booked by or through it and notwithstanding that the booking is made with a foreign company, corporation or person. You understand that when joining a Kool Places tour the level of services, in the countries or regions visited including but not limited to, medical facilities, accommodation, transportation, and communication will be lower than those you expect at home, or in more traditional holiday destinations. You acknowledge that this can increase your personal risk, and you accept this risk. Kool Places shall not be liable for any loss or damage arising out of a matter over which it has no control including, without limitation, war or threat of war, riots, civil unrest, terrorist activity, natural disaster, weather conditions, fire, flood, industrial disputes, government action or the reasonable apprehension of any of the foregoing.

C13 Deemed Consent

By commencing your tour you are deemed to have agreed and consented to all terms in these Booking Conditions and in any other documents provided to you by Kool Places or any other person who may have booked the tour on your behalf. If you book on behalf of another party, you represent and warrant to Kool Places that you are duly authorised to provide the agreement and consent of the other party and you agree to indemnify Kool Places for any breach of warranty in this regard.

C14 Other

By paying your deposit you acknowledge and agree that you have read, understood and agreed to all related booking conditions.

What is Full Participation:

Luggage. On all journeys you will be required to carry your own luggage on and off trains, through stations, airports and between vehicles and hotels. Please bring only what you can carry, do not bring oversized bags.

Walking. You must be able to walk during many of the activities including long distances, steps, stairs and uneven surfaces.

Meals. Due to destinations and available facilities, specific personal dietary preferences will need to be managed by the individual traveller, and any extra expense paid locally by the traveller. Individual dietary preferences have not been taken into consideration in the planning or pricing or operation of these tours.

Tolerance and Consideration. When joining our tours you will be expected to accept diverse personalities, physical abilities and travel expectations of other group members, and will be required to accommodate these differences, as well as any cultural or political sensitivities of the places visited, and conduct yourself in a manner conducive to good group dynamics.

You acknowledge that you act on behalf of all travellers included on this booking and that you have informed them of their obligations under these conditions.

These conditions cannot be altered or varied or waived by any servant, agent or representative of Kool Places or any other person providing services on the tour. Any contract made between you and Kool Places is deemed to have been made in the state of Queensland, Australia, shall be governed by the law of Queensland and any disputes shall be dealt with by a court with the appropriate jurisdiction in Queensland.

Kool Places Pty Ltd is incorporated in Australia under the authority of the Australian Securities and Investments Commission, identified by Australian Company Number 137 288 183 and is a licensed Travel Agent in Queensland, license no. 3318076, and a participating member of the Travel Compensation Fund of Australia.

Kool Places Pty Ltd

ABN 59 137 288 183 Travel Licence 3318076