

# **Terms and conditions of Inspirational Adventure Tours PTY LTD**

**Last updated 23 February 2025**

We are Inspirational Adventure Tours, a company registered in Australia, ACN 678678905 – ABN 59678678905 .

Our address is 44 Seaview Avenue Port Macquarie 2444 Australia.

These terms and conditions are your contract with us for provision of any Holiday or Tour Services or Tour or Group Tour you book with us.

In this document, "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf you make a booking.

## **These are the agreed terms**

### **1. Definitions**

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| "Holiday" or "Tour" or "Group Tour"                            | means any adventure/holiday/activity constituted in the services we offer. |
| "Holiday Services" or "Tour Services" or "Group Tour Services" | means our service in providing a Holiday or Tour                           |

### **2. The contract between us**

- 2.1. Inspirational Adventure Tours services vary. Whatever service you choose, the terms of this contract will apply unless we indicate otherwise.
- 2.2. The contract between us comes into existence when we send our confirmation invoice to you. You will have undertaken to pay for your booking and we will have undertaken to provide you with

the Tour we describe on our website, brochures and other advertising material.

- 2.3. If we are unable to accept your booking, we will of course return your payment to you immediately.
- 2.4. When you make a booking with us, whether or not through our website, you have the benefit of our full compliance with the Competition and Consumer Act 2010..
- 2.5. For you to secure a booking, we require your deposit and a completed Passenger Registration Form, as well as a Medical Consent & Acknowledgement of Risk Form within 7 days of your deposit being processed. Clients booking one of our hiking tours will also be required to complete and submit our Pre-hike Assessment Form. Links to all of these forms and documents can be found at the bottom of our website homepage at [www.inspirationaladventuretours.com](http://www.inspirationaladventuretours.com) . Our confirmation invoice will be sent to you by post or email once these steps have been successfully completed. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.
- 2.6. Proof of appropriate insurance coverage is required by Inspirational Adventure Tours at least 4 weeks before the tour departure date, or at the time of booking if making your booking within this 4 week time frame, or you risk the cancellation of your tour by us. Fully comprehensive travel insurance is required for clients booking tours which will be conducted outside of a country for which they hold a passport.

### **3. Your authority to book for others**

- 3.1. If you make a booking on behalf of others as well as yourself, you guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.

- 3.2. It is your responsibility to ensure that all of the details on your travel documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other information supplied by other members of your party and for whatever liaison communication is necessary between you and each other party to keep them fully informed.
- 3.3. As lead member of your party, we will deal only with you in our correspondence.

#### **4. What is included in the price of an Inspirational Adventure Tours small group tour?**

- 4.1. travel from the meeting point to your return to the departure point (which is likely to be the same place);
- 4.2. accommodation and selected meals (these details are stated in the company website itinerary section for each Tour);
- 4.3. drinking water;
- 4.4. services of one or more tour guides
- 4.5. Special activities. The details of these special activities are stated in the company website itinerary section for each Tour);

#### **5. What is NOT included?**

- 5.1. return flights to the holiday destinations;
- 5.2. all other costs incurred before you board transport at the meeting point and after you return to the departure point;
- 5.3. travel insurance or any other insurance personal to you;
- 5.4. passport and visa costs;
- 5.5. vaccinations and medication, before, during and after the Holiday;

- 5.6. food and drink over and above what we include in the Tour;
- 5.7. gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

## **6. Tour prices**

- 6.1. When you make your booking, we shall ask you for a deposit of 25 % of the total cost. Deposits are non-refundable, except as mentioned below, but in some cases may be transferable to another Inspirational Adventure Tours Tour. The balance of the price must be paid at least **six weeks** before your departure date. If the balance is not paid on time, we shall cancel your travel arrangements and retain your deposit.
- 6.2. Any booking made less than six weeks prior to the departure date must be accompanied by full payment at the time of making the booking.
- 6.3. We shall not change the price of your booking once we have accepted your booking.

## **7. Special requests**

Any special requests relating to your travel arrangements must be sent to us at the time of booking in writing. While we try to meet your reasonable requests, we do not guarantee that they will be fulfilled. If we are able to confirm a special request, we will do so by confirmation in writing to you at least [6 weeks] before your departure date.

## **8. Minimum participants required for the Holiday**

- 8.1. As stated on our website, a minimum number of participants are required in order for the Tour to go ahead. Therefore we have a right to cancel any Tour for which there are insufficient reservations.

- 8.2. In the event of any such cancellation, all deposits or other payments made specifically to Inspirational Adventure Tours will be refunded in full.
- 8.3. We reserve the right to cancel any Tour, for which there are not enough bookings, not less than **four weeks** prior to the departure date. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Inspirational Adventure Tours Tour.
- 8.4. You agree that all these provisions are reasonable.

## **9. Changing your booking**

We will always do our best to help you with any change to your booking. However, we give no guarantee that we shall succeed. If you require any change, you must tell us by email or in writing. A change will be subject to an administration charge of \$100 plus any costs we incur in making the change for you. Please note that costs are likely to be higher, the closer you are to the departure date. Most travel arrangements cannot be changed once a reservation has been made.

## **10. Transferring your booking**

If you would like to transfer your booking from one person to another, the following terms apply:

- 10.1. The transferee must satisfy any special conditions or qualifications applicable to the Holiday.
- 10.2. You must inform us about your intention to transfer your booking to the transferee at least seven days before the departure date in writing or through email.
- 10.3. You and the transferee will accept that you and he/she will be jointly and severally liable for full payment of any outstanding sums due in respect of the booking as well as fees, charges or other costs arising from the transfer.

- 10.4. Our administration charge for a transfer made more than 30 days before departure is \$100. For transfer made within 30 days before departure the administration charge is \$200.
- 10.5. Please note that some airlines may treat your transfer as a cancellation and re-booking, effectively making your requirement impossible. If this happens we will try to find an alternative flight but this may cost more than the original flight.
- 10.6. We will not refund or compensate you if changes made to your booking, or re-booking, leave you paying for parts of the Tour which you do not use.
- 10.7. The transferee must submit a Passenger Registration Form and agree to the Terms and Conditions of the tour prior to the transfer being processed

## **11. Cancellation by you**

- 11.1. If you or a member of your party needs to cancel your booking, you must tell us by email or in writing. We will not accept a cancellation by telephone alone. Cancellation incurs costs for us. Costs vary considerably and are not always precisely identifiable. We therefore charge a rounded cancellation fee as follows:

### **For France & Australia Tours:**

more than [42] days before departure:	Deposit
between [41 and 30] days before departure:	30% of booking cost
between [29 and 7] days before departure:	70% of booking cost
[6] days or fewer before departure:	No refund

- 11.2. If you or a member of your party cancels your booking due to an uncontrollable event affecting the Tour then we shall not charge any cancellation fee as set out in last previous paragraph. Other terms set out in this paragraph shall apply as is.

- 11.3. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Inspirational Adventure Tours tour you choose. But whether we do so is in our discretion, for which we do not have to give a reason.
- 11.4. In any of the above circumstances, we will return any money due to you within 14 days.

**Note: we strongly recommend that you take out holiday insurance which covers the cost of cancellation.**

## **12. If we cancel your Tour or make changes**

Because we make travel arrangements far in advance, we sometimes have to change an arrangement and occasionally even cancel a Tour. If that happens the following terms apply:

- 12.1. We will always inform you as soon as possible about any change. If that happens you may:
- 12.1.1 accept the change; or
  - 12.1.2 accept our offer of alternative travel arrangements of a comparable standard; or
  - 12.1.3 cancel your booking, whereupon we will give you a full refund of all money paid.
- 12.2. We will not compensate you for minor changes outside our control. Examples are changes to flight times, aircraft type or different carriers.
- 12.3. Provided your final payment has been made we will cancel your travel arrangement only in circumstances where we have no choice but to do so.

## **13. If you have a complaint**

Your point of contact during the Tour will be:

Name: Jamie Van Aggelen. Address: 44 Seaview Ave, Port Macquarie NSW 2444 Australia. Telephone: (+61) 468 459 092. Email: info@inspirationaladventuretours.com

If you have a problem during your Holiday it is most important that you immediately inform the relevant provider as well as our representative. If you complain only after you have returned home, we shall not be able to investigate the problem - for your benefit and ours. If that happens, you may lose your right to compensation.

If you feel our representative has not resolved to your problem please write to us within 14 days of your return giving us full details of your Holiday and concise details of the complaint and any subsequent history.

## **14. Limitations on our liability**

14.1. We want you to enjoy a perfect holiday with Inspirational Adventure Tours. We shall do our best to make this experience special for you. Nonetheless, we must make clear the limitations in law.

14.2. If we fail to provide the Tour set out on our website or in our brochure and to which these terms apply, we will pay you appropriate compensation. We are not liable if any failure is due to:

14.2.1 your own carelessness or negligence in any aspect of your behaviour whilst on Holiday;

14.2.2 medical emergencies;

14.2.3 laws, culture and standards of service and behaviour in any country we may visit;

14.2.4 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of your booking;

14.2.5 some third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;



- 14.2.6 any other unusual and unforeseeable circumstances beyond our control;
  - 14.2.7 a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
- 14.3. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else.
- 14.4. The services and features included in your booking are those specified in our website. If you choose to buy other goods or services during your Tour, those are not part of our service, even if our representative helps you to buy or arrange them. Accordingly we are not liable to you for any happening in connection with that service or goods.
- 14.5. It is a condition of this contract that you take out a policy of travel insurance for every trip outside Australia. You alone are wholly responsible for arranging your insurance. The period of cover should start no later than the date you make your booking with us.

## **15. Passport, visa and immigration requirements**

It is extremely important that you obtain and carefully check travel and immigration documents required for each country you visit. You alone are responsible for obtaining required travel documents for your party. We do not accept responsibility for any delay or problem which may occur in this connection. If we have local representation at the time of any such problem, we will assist you as far as reasonably possible to resolve it. However, for the benefit of other people on that holiday, it will not be possible to delay or change travel arrangements or events which will affect others in the tour group.

## **16. Help we need from you**

Your information pack will provide details about your chosen Tour, but the following are contractual matters:

- 16.1. Most Inspirational Adventure Tours Tours require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of kilometres a day, sometimes on uneven or slippery surfaces. See details in our Passenger Registration Form.
- 16.2. To satisfy the majority of our clients, we apply "no smoking" rules in the same way that they are applied by law in Australia. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 16.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour
- 16.4. If at any time, it is our opinion (given by any of our staff or representative) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other member, we may exclude you from the Tour for the remainder of the Holiday. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other travellers.

## **17. Terms and conditions of third party providers**

Many of the services we provide, including options which may occur from time to time during your Holiday, are provided by third parties and not directly by us. Each has their own terms and conditions. Whilst the law provides that we are liable to you in the round, for any failure connected with such a provider, our obligations do not cover every contractual term.

Accordingly, instances may arise where you have no redress, for example, in the purchase of locally produced goods. If our representative warns you of a possible problem, for example related to food, and you choose not to take that advice, then we are not liable for any problem which may arise.

## **18. Miscellaneous matters**

- 18.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 18.2. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 18.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver nor indicate any intention to reduce that or any other right in the future.
- 18.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 18.5. For the purposes of the Privacy Act 1988 each party consents to the processing of his personal information (in manual, electronic or any other form) relevant to this agreement, by the other and/or any agent or third party nominated by that other and bound by a duty of confidentiality.
- 18.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 18.7. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 18.8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 18.9. The validity, construction and performance of this agreement shall be governed by the laws of State of NSW and the parties agree that any dispute arising from it shall be litigated only in that State.

## 19. COVID-19 WAIVER AND RELEASE OF LIABILITY

By participating in this tour, you acknowledge and agree to the following:

**Assumption of Risk:** I understand that due to the global COVID-19 pandemic, there is an inherent risk of exposure to COVID-19 in any public setting, including during travel and group tours. I voluntarily accept the risk of potential exposure while participating in the tour and agree to hold the tour operator harmless in the event of illness or injury resulting from COVID-19

**Health Requirements:** I certify that, to the best of my knowledge, I am not experiencing any symptoms associated with COVID-19, such as fever, cough, or shortness of breath. I agree to comply with all local health guidelines, including wearing masks, social distancing, and hand hygiene as required by the tour operator, local authorities, or health experts.

**Right to Refuse Participation:** I acknowledge that the tour operator reserves the right to deny participation to anyone exhibiting symptoms of COVID-19, or anyone who has been in contact with a confirmed case of COVID-19 within the last 14 days.

**Waiver of Liability:** I agree to release and hold harmless the tour operator, its agents, employees, and affiliates from any and all claims, liabilities, and expenses arising from illness or injury, including COVID-19 exposure, that may result from my participation in the tour.

**Travel and Health Insurance:** I am advised to have appropriate travel and health insurance coverage that includes COVID-19-related incidents and confirm that I am solely responsible for any medical expenses related to COVID-19 should they arise during my travel.

By booking this tour, I accept these terms and conditions and agree to follow all necessary health and safety protocols.