



## Terms & Conditions

The following Solo Connections Terms and Conditions ('booking conditions') form the basis of your contract with Solo Connections and apply to all group journeys contained within this brochure and additional Solo Connections departures added at later dates, departing between 01 January, 2020 and 31 December, 2021. These conditions form the basis of your contract with Denise Marie Falsay trading as Solo Connections (ABN 92 582 582 996) ('us', 'we', or 'our'). Please read them carefully as they set out your and our respective rights and obligations. These may also include additional terms and conditions applicable to a special offer or promotion. You confirm that you have read, understand and accept these booking conditions when you make a booking of a travel product offered by us ('booking') and pay the deposit for such booking.

These booking conditions may be amended occasionally. Should we amend the booking conditions, we will display the amended version on our Website or in our Travel Brochure, we can also provide the amended version of the booking conditions to you upon request. You will be bound by the current version of the booking conditions at the time you make your Booking.

The Tour Brochure and these booking conditions are valid for tour departure dates specified in the ('Tour Departure Dates') during the validity period specified in the Tour Brochure unless otherwise indicated in your itinerary for the Booking.

## Booking and Payment

A deposit for each booking is required within 7 days of making a booking. For all bookings made we will require a signed booking form and deposit to be sent to us within 7 days of making your booking. If we do not receive this, we will automatically cancel your Booking without further notice. All International bookings will require a non-refundable deposit of \$750.00 to \$3,500.00 per person, varying due to tour inclusions, plus an additional \$500 deposit should you upgrade to Business Class flights. All Australian, including Norfolk Island, bookings will require a non-refundable deposit of \$500 per person.

The balance will be due 120 days prior to Tour Departure Date or as otherwise stated on your invoice. You will be required to make your final payment prior to this to ensure that payment is received by us no later than 120 days prior to the Tour Departure Date or as otherwise stated on your invoice.

For bookings confirmed within 120 days prior to departure, full payment of the total amount and a signed booking form will be required immediately. We will consider payment has been received by us only when we receive payment from you. If full payment is not received by the due date, Solo Connections reserves the right to cancel all reservations and apply the normal cancellation fees. For some special offers, we may require an additional payment before the balance of the tour price is due. We will notify you of any such requirements during the booking process. Except as required by law **booking deposits are not refundable and are not transferable** to other tours or bookings unless under special circumstances deemed by us.

## Prices, inclusions and fees

All tour prices are quoted in Australian Dollars. Unless otherwise specified in the Brochure, or your itinerary, your tour price includes all international and internal flights (if applicable), taxes to a value determined by us, airport transfers, accommodation, meals, sightseeing, admissions, cruise travel, port charges as determined by the Cruise operator, gratuities on land and cruise components booked by us, the services of a Tour escort, Tour Director (if applicable) & Cruise Director (if applicable) as per your itinerary.

Unless detailed in your itinerary as an inclusion, your tour price does not include additional airfares, airline taxes, additional optional excursions, accommodation upgrades, meals not specified in your Itinerary, drinks, laundry, passport fees, visas, vaccinations, medical assistance, government taxes and charges (excluding GST), or any



items or expenses of a personal nature. Unless specified in your itinerary as an inclusion, overnight accommodation required to meet your tour and/or any transfers and flight connections are not included in the tour price and will be at your expense.

We reserve the right not to honour any published prices that we determine were erroneous due to printing, electronic, or clerical error. If you make a booking based on erroneous pricing, we will offer you the option of cancelling your reservation and receiving a refund of any monies paid by you or confirming the booking by the difference between the erroneous price and the correct price being paid.

Unfortunately, due to the advance payments that we make on your behalf to our suppliers it is necessary for us to enforce our cancellation policies. Any changes to your booking must be put in writing to us, we reserve the right to accept or reject any amendments. If we accept, you must pay a change fee of \$250 per person in addition to additional costs resulting from the change.

You may cancel your booking by sending us written notice of the cancellation. If you cancel a booking you will be liable to pay the scheduled cancellation fee. A name change or a change to the Tour Departure Date is considered a cancellation of the original Booking. If you cancel your tour for any reason prior to your departure date (including by changing your Tour Departure Date or a name change), you will be liable for the following cancellation fees:

<b>Cancellation Notice prior to Tour Commencement</b>	<b>Cancellation Charges (per person)</b>
Up to final payment due date on booking advice	Loss of Deposit
From payment due date on booking advice	100 % of tour price

You may also be liable to pay cancellation fees to airlines and other third parties.

We may vary your tour price at any time before you have paid in full to the extent necessary to meet any increase in the tour costs for reasons outside our control, including airfares, fuel, government taxes and charges, exchange rate fluctuations or other tour related costs. We will not vary the tour price after we have received the total tour cost from you, regardless of any increases in the costs incurred by us. We will notify you of any such variation.

You are responsible for and must pay for all costs and expenses incurred by you as a result of any change made by you to your Itinerary after your Tour Departure Date. This includes changes due to illness or other personal reasons.

#### **Cancellation, delays and changes to your itinerary by us**

Your Booking is conditional on us receiving a minimum number of tour passenger bookings to operate the tour and ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, we may cancel or delay a Tour Departure Date. We will endeavour to make any decision to cancel or delay a tour, and to notify you of that decision, at least 60 days prior to the scheduled Tour Departure Date.

Should we cancel a tour, due to not meeting minimum numbers, before departure:

- (a) We will use reasonable endeavours to offer you the closest available tour departure.

If the proposed alternative tour is:

- (i) cheaper than your original tour price, we will refund the difference to you; or
- (ii) more expensive than your original tour price, you must pay the difference to us;



- (b) if you accept the alternative tour, your Itinerary will be amended accordingly and we will give you an updated itinerary;
- (c) if you do not accept the proposed alternative tour within 7 days of being notified by us, we will refund to you all monies paid directly to us and will have no further liability to you; and
- (d) We are not liable for any third party costs you may incur, which we have not booked on your behalf, for example airfares or other arrangements booked independently.

Solo Connections reserves the right to vary, withdraw or cancel any tours by written notice in the event they cannot be supplied or the itinerary is changed, delayed, cancelled, or disrupted in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof or other authorities, or by acts of God, strikes, severe weather, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, pandemics, failure of equipment or machinery, theft, malevolent acts or any other cause(s) beyond our control (each a **Force Majeure Event**).

Due to the nature of travel and circumstances outside of our control, it may not always be possible for us to adhere strictly to your itinerary and we may need to make alterations, before or after the commencement of the tour. Should this arise, we will use reasonable endeavours to:

- (a) give you reasonable notice of any alterations, but there may be circumstances beyond our control in which alterations will be required with little, or no, advance notice; and
- (b) provide or arrange an appropriate substitute sightseeing, transport and accommodation as required.

We will do everything within our power to provide you with a substitution of equal quality, but some services and facilities may not be available for all alternative arrangements.

Any changes to your itinerary will be notified to you:

- (a) if prior to your tour departure date, by phone, email or to your travel agent (if applicable); or
- (b) if during your tour, personally by your tour escort or tour director.

To the maximum extent permitted by law, you agree that we are not liable to you for, and you release us from, any costs, claims, losses, damage or expense arising from either directly or indirectly in connection with any alteration to your itinerary or substitution carried out with the above specified information, including without limitation any:

- (a) claim for distress, disappointment or loss of enjoyment arising from the alteration;
- (b) additional personal expenses incurred by you, including for food, beverages and personal items; or
- (c) costs associated with any other travel arrangements affected by the changes, including any costs and expenses incurred by you for cancelling or changing those other arrangements or arising from a failure to meet a connection.

### **Your obligations whilst on Tour**

If we, the Tour Escort, the Tour Director or any of our service providers consider in our or their absolute discretion that you are affecting your own health, safety or enjoyment, or that of other passengers, including refusing to comply with instructions, we may immediately have you removed from the tour and terminate our contract. If deemed appropriate you will be given the opportunity to conform and rectify your behaviour before being removed from the tour. You will be required to make your own arrangements to return home at your own expense and we will not be liable to you for any additional costs, losses or damage you may incur or suffer.

For all international tours You must have a valid passport with an expiry date of at least six (6) months after the day of your arrival back into Australia.



You must ensure that you obtain prior to the Tour Departure Date all required entry visas for all countries to be visited during the tour. Failure to obtain correct documentation may affect your right of entry to certain countries during the tour. If you do not have the necessary documentation and are unable to participate, we will not refund any portion of your tour costs, any additional costs for you to join the tour later or any out of pocket expenses that you have incurred.

Should you be unhappy with something that does or does not happen on Your Tour, You should first raise Your concern with the Tour Escort or the Tour/Cruise Director as soon as reasonably practicable as it may be possible for them to take steps to resolve Your concern with minimal delay. You must first use all reasonable endeavours to negotiate with Us in good faith to settle the dispute before commencing proceedings in any court or tribunal.

### **General Risks & limits on Solo Connections responsibility**

Solo Connections, our employees, officers, tour managers and tour guides does not operate or own any entity that provides goods or services for your Booking. Solo Connections is solely responsible for purchasing all accommodations, meals, transportation, ground handling and other services from our independent suppliers. All such entities and persons are independent contractors. Your legal rights in connection with the provision of the travel goods or services for your Booking are against the specific travel provider and, except to the extent a problem is caused by fault on our part, are not against us. This includes without limitation where any travel service provider is unable to provide the goods or services that you have purchased as part of your Booking. In such case, your rights are against that provider and not against us.

You acknowledge and agree that there are general risks associated with travelling, which are beyond our control and without limitation we are not liable to you (or any third party) for any losses, costs or damages you may incur as a result of these risks. Such risks include:

- (a) Tour variations, cancellations or interruptions caused by circumstances outside of our control, forces of nature, force majeure events
- (b) injury, illness, accidents, acts of terrorism, criminal acts, financial or physical loss, death, inconvenience, disruption, delay or damage to personal property in relation to any good or services.
- (c) additional personal expenses incurred by you, including for food, beverages and personal items; or
- (d) costs associated with any other travel arrangements affected by the changes, including any costs and expenses incurred by you for cancelling or changing those other arrangements or arising from a failure to meet a connection, government changes to visa requirements.

You acknowledge and agree that where any part of the fully inclusive Tour or any other goods or services that are not directly provided by us, but provided by a Service Provider or contractor, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the Service Provider or contractor, you must pursue your claim directly against the relevant Service Provider or contractor.

### **Liability Limitations**

Nothing in these booking conditions exclude, restricts or modifies the application of any provision of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law as amended, consolidated, supplemented or replaced. Our liability for breach of a guarantee, condition or warranty implied by such a provision, where it is unlawful to do so. All exclusions and limitations of our liability under these booking conditions must be read subject to this clause. To the maximum extent permitted by law, we exclude all implied terms, conditions, guarantees, representations and warranties. You acknowledge and agree that, to the maximum extent permitted by law, Solo Connections nor any of its officers, employees or agents has no liability for any act, error or omission of for any loss, cost, damage, expense or liability occasioned by a third party (including any contractors or third party travel and tour operators) arising out of this Agreement, or for any indirect or consequential loss including loss of profits, loss of



revenue, loss of data or loss of opportunity. To the extent that we cannot lawfully exclude our liability, we limit our liability to you to the amount of the tour price you have actually paid to us.

To the full extent permitted by the law, you acknowledge and agree we are not liable to you in contract, under any circumstances, (including but not limited to loss of deposit or full tour price and loss of enjoyment), opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses. Delay or failure by us or a Service Provider to perform our obligations under the Contract, resulting from or as a consequence of a Force Majeure Event. Where the law implies any guarantee or condition which cannot be excluded, our liability to you for breach of such an implied guarantee, condition or warranty is limited, to one or more of the following:

- (a) in the case of goods: the cost of repair of the goods, replacement or supply of equivalent goods; or
- (b) in the case of services: supplying the services again or payment of the cost of supplying the services again.

It is compulsory that all passengers travelling overseas with Solo Connections have travel insurance. We strongly recommend that you take out comprehensive travel insurance with a reputable insurance company to cover you against risks associated with your Tour including cover for loss of luggage, medical expenses, costs and expenses incurred due to cancellations, delays or other disruptions. It is your responsibility to ensure that you are covered adequately and are aware of the inclusions of your insurance policy.

### **Liability Disclaimer**

Solo Connections reserves the right to vary, withdraw or cancel any tours by written notice in the event they cannot be supplied or the itinerary is changed, delayed, cancelled, or disrupted in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof or other authorities, or by acts of God, strikes, severe weather, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, pandemics, failure of equipment or machinery, theft, malevolent acts or any other cause(s) beyond our control (each a **Force Majeure Event**).

To the maximum extent permitted by law, except where caused or contributed to by negligence on our part, Solo Connections is not and does not accept any responsibility or liability in contract, tort or otherwise for any injury, illness, death, cost, loss, damage (including but not limited to loss or damage to persons, baggage and property), delay, diversion, substitution of equipment, variation, postponement, liabilities, expense or inconvenience arising directly or indirectly from or in connection with:

- a. the acts, errors, omissions, default or negligence of third party suppliers or other third parties including government authorities, airlines, coach, rail or cruise operators, land carriers, hoteliers or any other suppliers, nor for any consequences thereof, including but not limited to changes to or lack of availability of transport, services, accommodation or facilities; or
- b. a Force Majeure Event.

To the maximum extent permitted by law, Solo Connections is not and does not accept responsibility or liability for any acts, errors, omissions, default or negligence of any person, not its direct employee or under its control, including any government or governmental authority, officer or employee, and also including any employees, officers or agents of any third party supplier such as airlines, coach, rail, cruise or ferry operators, shipping companies, or any other transport providers, hoteliers or other accommodation providers, land carriers, tour operators, tour guides, tour directors, travel agents, or the providers of any other meals, facilities, goods and travel products or services on your holiday and/or tour or in relation to it and over whom Solo Connections has no control. Solo Connections is not and does not accept responsibility for any criminal conduct by any third parties.



To the maximum extent permitted by law, Solo Connections is not and does not accept responsibility or liability for any requirements, terms or conditions of any third party supplier or other third parties who provide some travel products or services in the course of your holiday and/or tour. All bookings made by Solo Connections with third party suppliers or other travel product or service providers on your behalf are subject to the requirements, terms and conditions of those persons which may not be expressly the subject of our contractual agreement, particularly in relation to the applicable laws, policies and requirements of any government, governmental authority or employee including visa, entry, exit or transit requirements.

If, during your travel, you occupy a transport seat fitted with a safety belt, Solo Connections is not and does not accept liability for injury, illness, death or other loss, damage or claim arising from any incident or accident where the safety belt is not being worn correctly at the time of any incident or accident.

Solo Connections is not and does not accept any liability or responsibility for your acts, omissions, defaults, conduct, state of health, condition or circumstances, or failure to comply with the terms, conditions and requirements of any third party suppliers or other third party travel products or suppliers, or country or governmental authorities, or any of their officials, servants or agents.

If you decide that you do not wish to visit a country or part of a country you had intended to visit because of any law, condition or requirements of third party suppliers or any country or governmental authority, official, servant or agent, or because of circumstances beyond our control (and including any Force Majeure Event), you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees.

In relation to any responsibility or liability which cannot be excluded by law or despite the limitations above, if Solo Connections is found liable for any loss, damage, cost, liability or expense which arises out of or in any way is connected with any of the occurrences described above, then to the maximum extent permitted by law, the liability of Solo Connections will in no event exceed, in the aggregate, the greater of:

- 1.the amounts you paid to Solo Connections in connection with the travel products or services; or
- 2.AU\$100.00.

### **Data Protection & Privacy**

In order to make your booking, we will require certain personal information from you. We handle your personal information in accordance with our Privacy Policy which is available on our website at <https://soloconnections.com.au/privacy-policy/>. By agreeing to these booking conditions, you agree to the terms of the Privacy Policy.

### **Important notices about Your Tour**

#### **Tour Participation**

**Special needs:** We welcome you if you have a disability or other special needs, provided you are accompanied by a companion capable of providing all the assistance you require. Please note that although we will use reasonable endeavours to provide you with all the activities on your Itinerary, depending on your disability, you may not be able to participate in every activity and the Tour Escort or Tour Director will have the right to refuse your participation if they believe your health and safety or the health and safety of other passengers may be impacted by your participation. You must advise us, of any disability, medical condition or dietary requirement at the time of Booking.



We may decline your booking if we believe that we cannot adequately provide for all your special needs or that there is a risk to your health, safety and enjoyment or to any other guests.

### **General Health and Fitness:**

A reasonable level of fitness and health is required to participate on Solo Connections Tours. It is your responsibility to advise of any pre-existing medical conditions or health and mobility related concerns that may affect the normal conduct of a holiday package and the enjoyment of other passengers. If you are aged 70 or over at the Tour Departure Date, you must provide a doctors letter confirming you are fit and healthy enough to take part in the specified Tour including reference to the Itinerary, destinations and Tour Departure Date.

### **Cruises**

**Cruise Cabins:** Your Tour Price is based on the Cabin category indicated in the Tour Brochure. Upgrades are subject to availability and will be at an additional cost.

**Docking Position:** During port stops, ships may dock side-by-side, obstructing views and requiring you to pass through other ships to embark and disembark.

**Ship Facilities:** It is important to note that:

- (i) all cruise ships do not have elevators, and ships that are equipped with elevators may not have elevator access to all decks, possible upgrades may be required;
- (ii) wheelchair passengers should be aware that cabin doors, rest rooms and corridors may not be wide enough to provide access for standard wheelchairs;
- (iii) requests for disabled rooms must be made at the time of Booking and are subject to availability;
- (iv) for safety reasons, passengers in wheelchairs cannot be carried on boarding ramps whilst the ship is tied up or at anchor, or on to motor coaches; and
- (v) wheelchairs and walkers can be carried in the luggage compartment of motor coaches subject to space limitations.

### **Internet Service**

Internet availability and quality may vary from country to country and can also be affected by technical issues, weather or unfavourable terrains and other factors outside our control. We do not guarantee the availability, price or quality of internet connections.

### **Photography**

Our tours offer some of the most spectacular and beautiful photographic scenery in the world. However, we cannot guarantee that every scene or highlighted featured in a Tour Brochure or Itinerary will be available on each Tour. No refund will be available for any resulting missed scene or photographic "opportunity".

### **Smoking**

Smoking is limited to designated smoking areas within hotels for the comfort of other guests. Smoking is not permitted on coaches or such other places as nominated by us from time to time. Although we will endeavour to ensure there are opportunities for you to smoke during the Tour, we cannot guarantee such opportunities will be available.

### **Medical Services**

We are not, and our Service Providers are not, liable regarding the provision of any medical care you may require or choose to accept during the Tour. We cannot guarantee to provide a personal escort for medical visits should the need arise.



### **Travel sickness**

If you suffer from travel sickness, you should arrange medication or other alternatives to treat symptoms, as we cannot make allowances for this.

### **Additional Important Information**

#### **Air Travel and baggage**

Airfares booked as part of your tour will be through the most appropriate route although may not be a direct flight. Depending on departure date and time of booking the required booking class for airfare offer may be too far in advance to book with the appropriate airline. If the required booking class is unavailable air surcharges may apply. The flight quote including air taxes and surcharges will be confirmed once all air sectors are booked and confirmed. Taxes are defined as all airline and government taxes and surcharges. Taxes are subject to change and will be advised at the time of flight reservation. Please contact Solo Connections for applicable rules and regulations relating to your air travel.

#### **Luggage**

(Tour participants are entitled to one suitcase per person. Your suitcase must not exceed 76 x 53 x 28cms (30" x 21" x 11") and must not weigh more than 20kg (42lbs) unless otherwise specified. It is your responsibility to ensure your luggage complies with applicable airline luggage restrictions and you acknowledge that we, contracted carriers or Service Providers may elect not to carry overweight items, and that you will be responsible for any excess baggage charges.

#### **Sightseeing on Tour**

Visits to some religious sites may require a level, deemed by that country, of appropriate clothing being worn. You should consult Solo Connections reservations office or your Travel Agent in regards to your tour requirements.

#### **Passenger Requirements**

You must advise us in writing of any and all special requests and dietary requirements at the time of booking. We will make every reasonable effort to accommodate your dietary requests but cannot guarantee that such requests can be met.

#### **Young Passengers:**

- (i) Passengers under the age of 18 years (as at the Tour Departure Date) will not be accepted.
- (ii) Passengers aged 70 or above (as at the Tour Departure Date) will be required to have a doctor's letter as per the above General Health and Fitness Clause.

#### **Images**

All images in Tour Brochures represent typical scenes and descriptive detail for each tour, however it is possible that the particular subject matter may not be seen or experienced on Your Tour. Also, some pictures may have been digitally enhanced.

#### **Accommodation**

We may substitute hotel accommodation of a similar standard in the place of the advertised hotel due to hotel availability issues. Any changes will be notified once confirmed with the hotel. Although we have taken reasonable steps to secure the most suitable hotel accommodation in the areas of the Tour, we are not liable to you for the quality, size or fitness of hotel rooms.



### **General**

These booking conditions are governed by and are to be construed in accordance with the laws of the State of Queensland and Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts and Tribunal of Queensland and Courts entitled to hear appeals from those Courts and Tribunals.

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

A right created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

### **Contact Details**

Should you need to contact us, our office details are as follows:

Email: [info@soloconnections.com.au](mailto:info@soloconnections.com.au)

Telephone: 1300 044 444

Postal: PO Box 119, Aspley, QLD, 4034, Australia

Our office is open from 9am to 5pm AEST Monday to Friday (excluding public holidays in Queensland).

We may need to contact you before the Tour Departure Date, including for example, if there is a change to your flight itinerary. It is therefore very important that you keep Your Contact Details up to date with Solo Connections or your Travel Agent and notify us or them immediately of any changes.