



TERMS AND CONDITIONS

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your tour. By making a booking with us, 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.

"You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our" means Denise Marie Falsay trading as Solo Connections. ABN 92582582996

BOOKINGS

A booking request is accepted when we issue a written booking and you have paid your deposit. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions.

We reserve the right to decline any booking at our discretion. No employee of ours other than Denise Marie Falsay has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

SERVICES

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. You also receive the benefit of work we undertake in anticipation of bookings.

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.

PRICES & EXCLUSIONS

Prices stated are in Australian Dollars (\$AUD) and are current at the time of publication. The most up to date pricing is available on our website. The price includes accommodation, transportation and other inclusions as per the published itinerary.

International and domestic airfares and airport/hotel transfers are not included unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

PRICE VARIATIONS

We reserve the right to vary the cost of your travel arrangements prior to commencement for circumstances beyond our control such as the imposition of fuel surcharges or new or amended Government charges.

We also reserve the right to vary the cost of your travel arrangements due to currency fluctuations. However, we will not vary the cost for currency fluctuations once full payment has been received by us and we will absorb the first 2% of any negative currency fluctuation.



DEPOSITS

A non-refundable deposit for each booking made is required within 7 days (unless otherwise stated) of us accepting your booking. If we do not receive the deposit by the due date on your booking confirmation we reserve the right to automatically cancel your booking without notice.

All tours will require a non-refundable deposit of \$1,000 - \$3,500 per person, varying due to tour inclusions.

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.

FINAL PAYMENT

Payment in full must be received by the date(s) reflected on your booking advice. Note: some tours or particular arrangements may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

If you fail to make payment by the due date, we will remind you to make payment. In addition to the payment, you will also be responsible for any costs imposed on us by suppliers resulting from late payment. If we do not receive payment within 7 days after the reminder, you will be deemed to have cancelled your booking.

CANCELLATIONS BY YOU

You may cancel your booking by giving written notice to us. Cancellation fees and charges will be levied as follows:

- any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover or which the third party agrees we no longer need to pay (for example payments made or due to airlines or ground operators);
- where we or our related companies directly control any of the services included in your travel arrangements (for example, accommodation, vessels, transportation, guides), a reasonable amount attributable to such services which we reasonably determine we cannot resell or recoup;
- a fee equal to 20% of the booking value to compensate us for work performed and associated overheads up until the time of cancellation (including work performed in connection with your travel arrangements prior to your booking) and our loss of expected profit; and
- an administration fee of \$250 to compensate us for processing the cancellation and any associated refund.



Cancellation fees and charges will not exceed payments received by us at the time of cancellation.

If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time.

Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. As we will be subject to third party terms and conditions, we make no guarantee that we will be able to make recoveries or that third parties will agree that payments attributable to your booking arrangements are no longer required.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

ILLNESS OR VACCINATION STATUS PREVENTING TRAVEL

If due to any illness, suspected illness or failure to satisfy any required tests or vaccination requirements:

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the tour

and you are consequently prevented from commencing or continuing your tour, then:

- if you have already commenced your tour, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the tour. This will be at your cost.
- if you have not commenced your tour then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your tour (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your tour and servicing your booking.

We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your tour in these circumstances.

We strongly encourage you to purchase travel insurance that adequately responds to cancellations and curtailments associated with illness and other unforeseen events as soon as you have paid your deposit.



OTHER CANCELLATIONS

In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (the events in (d) being “**Government Restrictions**”).

Force Majeure - Prior to travel

If:

- in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) determine that your travel arrangements cannot safely, lawfully or reasonably proceed due to a Force Majeure event; or
- you give us notice no more than 14 days prior to commencement of your booked travel arrangements that you cannot reasonably make use of them due to Government Restrictions (for example due to border closures)

then we may:

- reschedule your travel arrangements, but only if you are agreeable to the rescheduled arrangements; or
- cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will either:

- issue you with a credit equal to payments received by us for the cancelled travel arrangements, redeemable within 24 months of issue against any travel services offered by us; or
- refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third party costs and other expenses incurred or payable 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.

Please note that our ability to issue you with a credit may be dependent on our suppliers issuing corresponding credits to us. We cannot guarantee that our suppliers will issue corresponding credits and so in such circumstances we may opt to pay you a limited cash refund as outlined.



Force Majeure - During travel

If due to Force Majeure we cancel travel arrangements after your tour has commenced, we will provide you with a refund of recovered third party costs plus any third party costs we don't incur for cancelled travel arrangements only.

Force Majeure – General

Where a limited cash refund is to be paid by us, we will use reasonable endeavours to recover payments from third parties attributable to your booking, but we make no guarantee that we will be able to recover these payments either partially or at all. If after we have paid you a limited cash refund (or after we determine that no cash refund is currently payable) we recover payments from third parties attributable to your booking, then we will pass on this payment to you.

We will not be responsible for any other loss or costs you incur in connection with your booking (for example, airfares, insurance and visa expenses) if your tour or particular travel arrangements are cancelled due to an event of Force Majeure.

If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure which you accept, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events as soon as you have paid a deposit.

Other cancellations

If we cancel your travel arrangements for reasons other than Force Majeure [or a failure to satisfy minimum numbers], you will be offered (at your election) a refund of all funds paid, or the offer of travel arrangements of substantially equal quality if appropriate. To the fullest extent permitted by law, we will not be responsible to you for any other expenses or loss you incur resulting from our cancellation.

AMENDMENTS BY YOU

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation. An amendment fee of \$250 will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.



AMENDMENTS BY US

Prior to travel

Due to the dynamic nature of the travel industry, we may occasionally need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. Most changes will not be significant. If we become aware of any significant changes to your itinerary or its inclusions that materially detract from the overall value of the tour (where we determine it can still proceed), then we will notify you within a reasonable time and refund you an amount attributable to any reduction in value determined by us acting reasonably.

During travel

You acknowledge that the itinerary, modes of transport, accommodation and/or the tour's inclusions may need to change during your tour due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns.

General

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; and
- we will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions.

UNUSED & DENIED SERVICES

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of common carriers to operate according to schedule, which we disclaim responsibility for.

If you are not fully vaccinated against Covid-19 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) if you are denied services in these circumstances.



MINIMUM NUMBERS

Some tours are based on a minimum number of passengers travelling. We will advise you prior to confirming your booking if this is the case. If a tour fails to satisfy minimum numbers, the tour may be cancelled or re-costed. We will endeavour to give you notice no later than 60 days prior to the tour's commencement. If the tour is re-costed, you will have the option to either accept the new cost or to cancel your booking. You must make this election within 14 days of receiving notice from us. If the tour is cancelled or if you cancel your booking in these circumstances, we will at your election refund all payments made or credit payments towards alternative arrangements.

We will not be responsible for any other travel arrangements affected by, or any additional costs incurred, as a result of cancellation in these circumstances.

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.

TRAVEL INSURANCE

It is a condition of your booking (Norfolk Island & International Tours) and strongly encouraged (Australian tours) that you are adequately insured for the duration of your tour. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

ACCOMMODATION

Due to the dynamic nature of the travel industry, we may need to substitute hotels, vessels and other forms of accommodation with properties or vessels of a substantially comparable or higher standard. We will endeavour to minimise substitutions. You acknowledge that these substitutions will not be considered a significant change.

PASSPORTS, VISAS

It is a requirement that you hold a valid passport with sufficient validity and any required visas for your tour. It is 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.

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.

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



HEALTH & FITNESS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the tour of your choice. If you have doubts about your ability to undertake the tour, please contact us to discuss your circumstances prior to making a booking request.

All passengers, regardless of age, will be required to complete a self-declaration form. This form will be provided to you once your booking is confirmed and you will need to mail the original form or scan and email to info@soloconnections.com.au **by the deposit due date shown on your booking confirmation. Should your health condition change after completing this form and prior to departure, you are obligated to advise Solo Connections of such changes. Failure to do so, could result in you being refused the right to join the tour and any costs relating to you being able to return home would be at your own expense and no refund of tour costs will be provided. Medical forms may be life-saving and must be fully completed. Solo Connections will adhere to Australian Queensland (QLD) Health Records and Privacy Act guidelines. Medical records are kept post tour for 12 months for medical or legal reference if required.**

Existing Medical Conditions

If you have a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may materially affect the usual conduct of the tour, then you must advise us prior to or at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel or will require special assistance which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition prior to or at the time you made your booking request, we will provide you with a full refund of payments made less an administrative fee of \$250.

If you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

New Medical Conditions

You must advise us of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention, or which may materially affect the usual conduct of the tour.

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 which we cannot reasonably provide or if you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

Non-Disclosed Medical Conditions

If any non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide, then we acting reasonably may exclude you from the tour. This will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).



DIETARY REQUIREMENTS

Special dietary requests are required to be notified to us within 7 days after we confirm your booking. We will endeavour to communicate your requirements to relevant suppliers. However, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens other than in circumstances where we have been negligent.

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 given by us, a guide or local representative is made in good-faith, based on known information, and does not make us responsible for the acts or omissions of the principal operator of the excursion or activity.

ACCEPTANCE OF RISK

General

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your tour or from visiting destinations which present geographical, political or cultural risks and dangers.

You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept inherent personal risks associated with your travel.

Covid-19

You acknowledge that you are travelling at a time when Covid-19 is endemic and that Covid-19 presents risks to your health and may cause death. By making a booking request, you accept all risks associated with Covid-19 infection during travel and you release us (and our directors, officers, employees and suppliers) from liability in connection with Covid-19 infection.



RESPONSIBILITY

Services supplied by independent suppliers

Where a third party over whom we have no direct control (**Independent Supplier**) is the supplier of travel arrangements that form part of your tour, 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 could include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us), attraction and venue operators and common carriers.

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 and not caused by our negligence. Any claims you have in this regard must be made against the Independent Supplier.

Services we directly supply

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and contractors (where we have direct control over them) if they were carrying out the work we had asked them to do.

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

Recreational services

If we supply any recreational services to you, then to the maximum extent permitted by law we exclude any liability for death, physical injury or mental injury or any other liability referred to in section 139A(3) of the *Competition and Consumer Act 2010* (Cth) resulting from our failure to comply with a guarantee that applies under Subdivision B of Division 1 of Part 3-2 of the *Australian Consumer Law*.

This exclusion does not apply to significant personal injury caused by our reckless conduct.

Recreational services means services that consist of participation in the activities referred to in Section 139A of the *Competition and Consumer Act 2010* (Cth), being participation in:

- (a) a sporting activity or similar leisure time pursuit; or
- (b) any other activity that:
 - (i) involves a significant degree of physical exertion or physical risk; and
 - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.



General liability limitation

We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays outside of our control.

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.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory guarantees into consumer contracts ("Consumer Guarantees"). These Booking Conditions do not exclude or limit the application of the Consumer Guarantees other than to the extent they can be excluded or limited, in which case we limit or exclude the Consumer Guarantees to the fullest extent possible. Other than the Consumer Guarantees, we disclaim all warranties and guarantees.

To the fullest extent permitted by law, our maximum liability 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 them resupplied.

AUTHORITY ON TOUR

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 the safety of others on the tour or significantly disrupts their enjoyment, the tour leader may, acting reasonably, require that you leave the tour. You will not be entitled to any refund for unused services and you will be responsible for any additional costs you incur.

IMAGE RELEASE

When on 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.

INTERNET SERVICES

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 brochures, on our website or in an itinerary will be available on each Tour. No refund will be available for any resulting missed scene or photographic "opportunity".



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 Host 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.

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.

SMOKING ON TOURS

Smoking is not permitted on coaches. Smoking is limited to designated smoking areas within hotels and public areas for the comfort of other guests.

AIR TRAVEL

Any airfares booked on your behalf for a tour will be at your expense.

Depending on departure date and time of booking the required booking class for an 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 can be 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 where booked by us.



TOUR LUGGAGE ALLOWANCE

Tour participants are entitled to one carry-on bag and one suitcase per person. Your carry-on must not weigh more than 7kg and your suitcase must not weigh more than 20kg unless otherwise specified. All tour participants must be able to lift/carry/wheel/manoeuvre all of their luggage without assistance. This includes, but is not limited to, lifting on and off airline luggage carousels and carrying up stairs for example. It is also 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 any overweight items, and that you will be responsible for any excess baggage charges if applicable

SIGHTSEEING ON TOUR

Visits to some religious sites may require a level, deemed by that country, of appropriate clothing being worn. Failure to comply with this direction may result in your not being able to participate in the sightseeing.

COMPLAINTS

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems as soon as possible. This is so we or our suppliers have had the opportunity to put things right on the ground.

If you notify us of a problem during travel and we haven't resolved it to your satisfaction, please follow this up in writing within 30 days from the end of your travel arrangements. This is so we have the opportunity to pursue the claim with our own suppliers (if relevant).

If you fail to follow this procedure, this may limit your rights to make a claim.

DEEMED ACCEPTANCE

If you place a booking on behalf of another party, you represent and promise 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.

GENERAL

The contract between Denise Marie Falsay trading as Solo Connections 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://www.soloconnections.com.au/privacy-policy/>

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