



TERMS & CONDITIONS

1. Booking Terms & Conditions

Please take the time to read and understand the conditions of booking set out *below* prior to booking a tour with us. If you have any questions or concerns, please contact us before making any booking for any tour.

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of the 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 “Duty Nobly Done Battlefield Tours” and/or “Sacred Ground Tours Limited”.

2. Bookings

A booking request is accepted when we issue a written booking confirmation and we have received your deposit (see *below*). 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.

3. Cooling Off Period

There is a cooling-off period during which you may cancel your booking without fees. Your cancellation must be made in writing and received within the cooling-off period. The cooling-off period will commence on the first day following the day on which you book your reservation and will end at close of business (Brisbane time) on the day which is 7 days after the first day.

If you cancel your reservation during the cooling-off period your deposit will be refunded and no cancellation fee will apply.

If you cancel your reservation after the cooling-off period, then all other Terms apply, including the application of cancellation fees.

4. Services

The services we provide to you are limited to:

- a) the arrangement and coordination of your tour; and
- b) the delivery of tour arrangements which we directly control. This includes (often significant) operational planning and preparation undertaken prior to the tour to ensure coordination of the delivery of the tour.

5. Special Requirements

Any special requests must be advised to us at the time of booking e.g. diet, room location, room type i.e. twin/double etc. You also need to confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled.

The fact that a special request has been noted on your confirmation itinerary or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part and we do not accept bookings that are conditional upon any special request being met.

6. Exclusions

International and domestic airfares, and airport/hotel transfers are not included. We can assist with arranging the latter if necessary. Costs associated with passports, visas, vaccinations, travel insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

7. Prices

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

8. Deposit

A 15% deposit per person is required at the time of making your booking (if accepted by us). The deposit represents a fee payable to us for services associated with the processing and confirmation of your booking and any tour-related discussions we may have with you. Because these services are provided as soon as we confirm your booking, the full deposit amount is non-refundable other than where we cancel your tour arrangements for reasons other than 'Force Majeure' (see *below*).

However, for cancellation prior to 90 days before the tour, a guest will be eligible for a partial refund, less processing fees.

Please note that we may not hold any services for you until we receive payment of your deposit, meaning that we will not be responsible if services become unavailable, or prices increase during this period.

9. Surcharges

We reserve the right to surcharge the cost of your booked tour arrangements prior to commencement for circumstances beyond our control such as currency devaluation or fuel, or the imposition of new or amended Government charges. We will not surcharge for currency fluctuations once full payment has been received by us.

10. Final Payment

Payment in full must be received no less than 90 days before commencement of your trip. Although we are not obligated to remind you of a payment becoming due, we may provide some advice as the due date approaches. If, after reasonable communication, we fail to receive full payment from you by the due date for payment in clear funds, then this could be deemed a cancellation by you (see *below*).

For late bookings (bookings within 90 days of departure), full payment is required at the time of request. You acknowledge that we may not be able to confirm services, in which case we will provide you with a refund.

11. Travel Insurance

It is a condition of your booking that you are adequately insured for the duration of your tour. We recommend that insurance covers loss of deposit and other monies through cancellation, loss or damage to personal baggage and loss of money, medical expenses, additional expenses to cover hotel accommodation and repatriation costs to Australia should any services need to be extended or curtailed due to illness or other

insurable risk. 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.

12. Guest Names - Exactly as per Passport

For security reasons, 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 documentation, then you will be responsible for any fees charged (such as re-issue fees) in addition to our own reasonable administration fees.

13. Passports/Visas

It is a requirement that you hold a valid passport 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.

14. Accommodation

We reserve the right to substitute hotels, vessels and other forms of accommodation with properties or vessels of a comparable or higher standard.

15. Vaccinations

Many countries still require proof of vaccinations against Covid-19. We are not medical professionals. It is recommended that you be fully aware of your vaccination requirements for the countries you intend to visit during this tour. This may include being fully vaccinated against Covid-19 with a vaccine approved by the Therapeutic Goods Administration.

You agree to provide us with evidence of any and all vaccination at least 30 days prior to the commencement of the tour arrangements booked with us. If you fail to provide evidence of any required vaccination by the time required, then you acknowledge and agree that this will be deemed a cancellation by yourself. Please refer to the "Cancellation by You" section *above*.

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.

16. Dietary Requirements, Health & Fitness

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, 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.

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the tour. If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the tour, then you must advise us 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 will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking.

Provided you notified us of your medical condition at the time you made your booking request, we will provide you with a full refund of payments made.

If you fail to notify us at that time or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide.

We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

17. Authority on Tour

We reserve the right to remove from the tour any person whose behaviour is detrimental to the enjoyment of the group. By travelling with us, you agree to accept the authority of the guide and accept their decisions. We are entitled to a safe working environment and our guests to a safe and great tour. Any threats to safety, being physical, verbal, or inappropriate behaviour may result in removal from the trip. If we require that a guest leaves the tour, no refunds will be given and that guest will be responsible for their own travel costs and arrangements from that point

18. Local Laws and Regulations

All tour guests are expected to obey the laws and regulations of the countries visited and any failure to do so may relieve us of all obligations that we may otherwise have to you.

19. Minimum Group Tour 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. If the tour is cancelled, we will at your election refund you 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.

20. Cancellation By You

New or changed quarantine requirements

If after we confirm your booking:

- a) new or changed quarantine requirements are imposed by government authorities either in a destination you are due to visit or in your home State or county and these remain in effect 60 days before commencement of the tour booked with us; and
- b) these new or changed quarantine requirements make it reasonably impractical for you to travel; then
- c) you may give us written notice to cancel your tour not less than 45 days prior to commencement of the first arrangement.

If you cancel your tour arrangements in these circumstances, then we will refund payments made by you less:

- a) unrecoverable third party costs and other expenses incurred by us in relation to your tour arrangements;
- b) overhead charges incurred by us relative to the price of your tour arrangements; and
- c) fair compensation for work undertaken by us in relation to your tour arrangements until the time of cancellation and in connection with the processing of any refund.

Other Cancellations

If you wish to cancel your tour for other reasons, we require written notice and will make refunds to you less cancellation fees in accordance with the table *below*, calculated from the date which we receive written notice:

- a) Over 90 days before commencement: Deposit;
- b) 90 days to 45 days before commencement: 50% of the booking value; or
- c) Within 44 days or no show: 100% of the booking value.

General

You agree that the deductions and cancellation charges specified *above* are reasonable, represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests.

For group tours, a transfer of a confirmed booking to another tour date at your request is deemed to be cancellation of the original booking.

21. Amendments by You

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil. A transfer of a booking to a different group tour is deemed a cancellation. An amendment fee of \$50 may apply.

22. Illness or Vaccination Status Preventing Travel

If due to any illness, suspected illness or failure to satisfy any required tests (such as a PCR or rapid antigen test in relation to Covid-19) or vaccination requirements:

- a) an airline or other common carrier refuses you carriage; or
- b) a hotel or vessel refuses to accommodate you; or
- c) we or our suppliers (acting reasonably) exclude you from the tour and you are consequently prevented from commencing or continuing your tour, then:
- d) 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.
- e) 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 the 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.

23. Cancellations by Us

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; and/or
- b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; epidemic, pandemic; and/or

- c) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

Force Majeure - Prior to travel

If in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) consider that your tour arrangements cannot safely or lawfully proceed due to a Force Majeure Event then we at our discretion may elect to:

- a) reschedule your tour arrangements (in whole or in part); and/or
- b) cancel your tour arrangements (in whole or in part), in which case our contract with you will terminate (in whole or in part).

If we cancel your tour arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will refund payments attributable to the cancelled tour arrangements less:

- a) unrecoverable third-party costs and other expenses incurred by us for the cancelled tour arrangements;
- b) overhead charges incurred by us relative to the price of the cancelled tour arrangements; and
- c) fair compensation for work undertaken by us in relation to the cancelled tour arrangements until the time of cancellation and in connection with the processing of any refund.

Force Majeure - During the tour

If due to Force Majeure we cancel tour arrangements after your tour has commenced, we will provide you with a refund of recoverable third party costs for cancelled tour arrangements only.

Force Majeure – General

If we provide you with any alternative services or assistance where tour arrangements are cancelled or rescheduled due to Force Majeure, 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.

Other cancellations

If we cancel your tour arrangements for reasons other than Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a subsequent scheduled tour of substantially equal quality if appropriate.

We will not be responsible to you for any other expenses or loss you incur if your tour arrangements are rescheduled or cancelled whether or not due to Force Majeure.

24. Amendments by Us

Prior to the tour

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your tour (where the tour can still proceed), then we will notify you within a reasonable time.

During the tour

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. You agree that we have the right to pass on any costs we incur for alternative arrangements we put in place for your benefit in these circumstances.

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.

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.

25. Unused and Denied Services

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

If you are not fully and validly vaccinated against Covid-19 in the destination(s) where services are to be provided, and particular suppliers refuse to provide you with tour 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 or the costs of alternative arrangements) if you are denied services in these circumstances.

26. 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.

27. Independent Services

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which Sacred Ground Tours sell. Any advice or recommendation made by a guide or local representative does not make us responsible.

28. Acceptance of Risk

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 nature of your tour or the visiting of destinations which present geographical, political or cultural risks and dangers. There are certain inherent risks in battlefield travel where applicable.

Battlefields are still dangerous places and all guests will be briefed on safety aspects and walking on battlefields before departure. Whilst we do everything possible to ensure the safety of our guests we do not

take responsibility for any injury incurred as a result of failing to listen to advice given, or an act of stupidity, or a wilful act of negligence.

The passenger assumes all risks of personal injury, death, or property damage that may arise out of the events like those advised or warned against.

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 any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

29. Responsibility

Services supplied by independent suppliers

Where a third party over whom we have no direct control (**Independent Supplier**) is the supplier of tour 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 tour arrangements to you.

Independent Suppliers over whom we have no direct control include but are not limited to; airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us), 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. Any claims you have in this regard must be made against the Independent Supplier. You acknowledge that the Independent Supplier's liability to you may be limited by their own terms and conditions.

Services we directly supply

To the extent only that we are the principal supplier to you of tour arrangements or other services which we control, then we will provide those tour 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 suppliers (where we are not the supplier's agent or where the supplier is not an Independent Supplier) 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 tour arrangements or services, or due to an event of Force Majeure.

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

General liability limitation

You acknowledge that tour 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 conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

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 tour to be resupplied or payment of the cost of having them resupplied.

30. Complaints

In the event of a problem with any aspect of your tour arrangements you must tell us or make our representative or our local supplier aware of such problems immediately.

We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during the tour and we have not resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your tour arrangements.

31. Deemed Acceptance

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

32. General

The contract between Duty Nobly Done Battlefield Tours 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 www.dndbattletours.com.au.

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