



Ormina TOURS TERMS & CONDITIONS 2022|23

1 BROCHURE VALIDITY

The Tour Brochure and these Terms and Conditions are valid for Tour Departure Dates from 1 January 2022 to 31 December 2023 unless otherwise indicated in Your Itinerary, and supersedes all previous brochures.

2 INTERPRETATION AND DEFINITIONS

2.1 Interpretation

In these Terms and Conditions, unless the context otherwise indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) singular includes the plural and vice versa;
- (c) a reference to a party includes its successors, permitted assigns, administrators and substitutes;
- (d) where a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (e) the word 'include' in any form is not a word of limitation;
- (f) no rules of construction apply to Our disadvantage on the basis that these Terms and Conditions were prepared by Us;
- (g) a reference to a natural person includes their personal representatives; and
- (h) a reference to a body (including institute, association or authority) which cease to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2.2 Definitions used in the Terms and Conditions

Booking Deposit means the mandatory deposit to be paid by you to reserve Your booking, in the amount We notify You at the time You place Your booking. Any amount received in excess of the stated Booking Deposit is a contribution to the balance of the Tour Price payable, not an overpayment of the Booking Deposit.

Contract means these Terms and Conditions and your Itinerary.

Force Majeure Event means any act of God, war, terrorism, fire, floods or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil disturbances, acts of government, semi government or other authorities, inability to obtain any necessary license or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Tour.

Itinerary means Your personalised Itinerary for Your Tour as amended from time to time by Us in accordance with the Contract.

Service Provider means any independent contractor or third party engaged by Us to provide services on a Tour.

Single Supplement Rates means the additional cost We will inform You of before You place Your Booking, which You must pay as part of Your Tour Price if You choose not to share a room with another passenger during the Tour.

Tour means the tour You have booked with Us outlined in Your Itinerary (that we organised), as amended in accordance with these Terms and Conditions for the number of days durations stated in Your Itinerary including the Tour Departure Date and the day of return. For private journeys, Tour refers only to the sum of the services arranged by Us for You and not any intermittent periods. In addition, where services are acquired from a third party where We act as a reseller, such services (e.g. group sightseeing tours) are subject to the terms and conditions of that provider.

Tour Brochure means the current brochure for the relevant Tour as published on Our Website or if not published on Our Website, sent by Us to You.

Tour Departure Date means the Tour departure date listed in Your Itinerary. For private journeys, the Tour departure date is the date agreed between You and Us being the first date when services have been arranged by US for You.

Tour Director means Our driver and/or Our guide on Your Tour who maybe either Our employee or the employee or independent contractor of a Service Provider.

Tour Price means the total amount payable by You to Us for participation in the Tour and includes Your Booking Deposit or any additional fees or charges as set out in the Contract.

Website means Ormina's website at www.orninatours.com

You/Your means each individual who books to conduct a Tour with Us and a separate contract will apply between each individual and Us.

3 THE CONTRACT

3.1 The contract between Dial and Travel Pty Ltd trading as Ormina Tours includes: these Terms and Conditions and Your Itinerary.

3.2 "Ormina", "We", "Us" or "Our" means Dial and Travel Pty Ltd trading as Ormina Tours.

3.3 It is important that you read the Contract as You will be bound by it once You have signed these Terms and Conditions or otherwise paid the earlier of Your Booking Deposit or Tour Price.

4 WHAT YOU NEED TO KNOW

4.1 Who is providing the Tour?

We will either provide the Tour through Our staff; or arrange for the Tour to be provided by Service Providers.

4.2 What's included in the Tour Price?

Where indicated as an inclusion in Your Itinerary, Your Tour Price includes (a) Coach, train and cruise travel (b) Services of a Tour Director as appropriate, as determined by Us. (c) airport transfers at the start and end date of the Tour and if Your escorted group tour Itinerary includes a train ride during the Tour, transfers at the origin and destination of that train departure (refer to clause 6.9) (d) specified meals but not alcoholic drinks unless specified (e) accommodation (f) sightseeing and admission where stated.

4.3 What's not included in the Tour Price?

(a) Unless expressly listed in Your Itinerary as an inclusion, other costs will not be included in the Tour Price. In particular the following costs are not included in the Tour Price: (1) airfares (2) airline taxes (3) gratuities and shore excursions (4) accommodation upgrades (5) meals not specified in Your Itinerary (6) drinks (7) laundry (8) passport fees (9) visas (10) vaccinations (11) government taxes and charges

including city taxes (12) city taxes on hotel accommodation and (13) items of a personal nature.

(b) Overnight accommodation to meet your Tour and any flight connections are not included in the Tour Price and will be at Your expense.

4.4 How do you pay?

(a) You must pay the Booking Deposit within 7 days of making Your Booking.

(b) For Small Group Journeys, any accommodation, sightseeing, flights or other services We book for You separately to those stated in Your Itinerary are not included in the Booking Deposit or Tour Price and You must pay both the deposit and full costs for such additional services separately to the Booking Deposit and Tour Price. Any request for such additional service will not be processed until your Booking Deposit is paid in full.

(c) Your Booking may be automatically cancelled by Us if We do not receive Your Booking Deposit by the due date.

(d) Booking Deposits are not refundable and non-transferable to others tours or third parties.

(e) If you place Your Booking with Us within 90 days or less of Your chosen Tour Departure Date You must pay for Your Booking Deposit before We can process Your booking and confirm Your Tour Price. If You do not accept the Tour Price, we will refund Your Booking Deposit. If you accept Your Tour Price, you must pay the outstanding Tour Price within 24 hours of Us notifying You of Your Tour Price, or We will cancel Your booking and retain Your Booking Deposit.

(f) Final Payment: You must pay the balance of the Tour Price to Us no later than 90 days before the Tour Departure Date. For private journeys, final payment terms may vary as advised at time of booking.

(g) All prices are quoted in Australian dollars, unless otherwise indicated.

(h) If You have booked through a travel agent, Your travel agent should forward Your Booking Deposit or Tour Price to Us on Your behalf. Payments by You to Your travel agent are not considered to be payments by You to Us. We will consider payment has been received by Us from You when we receive payment from Your travel agent. If you have booked directly with us and wish to transfer the booking to a travel agent, it must be done within 30 days of the original booking, unless otherwise agreed by Us.

(i) If we accept a credit card payment, a surcharge may apply.

4.5 Fees

(a) If You vary Your booking, You must pay a variation fee of AUD\$300 plus additional costs charged by third parties including service providers. The variation fee is on account of administrative expenses incurred by Us in varying Your Tour and is a genuine and reasonable pre-estimate of Our expenses.

(b) We will accept or reject Your request for variation at Our discretion.

(c) Any cancellation made by You prior to Your Tour Departure Date (including any changes to Your Departure Date) will result in the following cancellation fee:

Days of notice prior to Cancellation charge

Tour commencement (per person)

91 days and over Loss of deposit

90 to 75days 50% of Tour Price

75 days or less 100% of Tour Price

(d) We will not consider accepting a cancellation until We have received, during office hours, a written cancellation notice from You or your travel agent.

(e) You may also be liable for cancellation or change fees to airlines and other third parties.

(f) You must pay for any additional overnight accommodation required as a result of changes to Your flights.

(g) You must pay for all expenses, which arise due to changes to Your Itinerary after Your Tour Departure Date. This includes changes due to illness or other personal reasons.

4.6 What are Our Tour obligations?

We will use reasonable endeavours to provide the Tour You have booked in accordance with Your Itinerary however, due to the nature of travel, it may not always be possible for Us to adhere strictly to Your itinerary. Where, due to circumstances outside of Our control, We are unable to provide the Tour in accordance with Your itinerary, We will use reasonable endeavours to provide or arrange appropriate alternatives.

4.7 What are Your Tour obligations?

(a) You must follow the Tour Director's instructions at all times to ensure Tour safety. You acknowledge that failure to do so will result in restricted access to areas on Tour, or if necessary, for Your own safety and that of the other passengers, withdrawal from the Tour.

(b) If We, or Our Staff or Service Providers are of the view that You are negatively affecting Your own health, safety or enjoyment, or that of other passengers, We can terminate the Contract immediately and we are not liable to You for any loss, cost or damage resulting from Your exclusion from the Tour. If you are excluded from the Tour, You must make your own travel arrangements at Your own expense.

(c) You must make Your own enquires regarding Your Tour, including being aware of the relevant government safety warnings.

(d) You must have a valid passport with at least six (6) months validity from Your Tour return date.

(e) You must ensure that all required entry visas for countries to be visited are obtained prior to departure as failure to obtain correct documentation may affect Your participation in certain excursions and entry to certain countries whilst on Tour.

(f) If You do not have the correct visa or other documentation necessary or are denied permission to travel to the relevant country affecting your ability to participate in any aspect of a Tour ("Documentation"): (1) We will not refund to You all or any portion of the Tour Price and (2) You will be responsible for any cost You incur as a result of Your failure to obtain the required Documentation, including any cost associated with rejoining the Tour.

4.8 What happens if we need to cancel or delay the Tour?

(a) Your booking is conditional on Us receiving a minimal number of tour bookings to operate the Tour. Where sufficient numbers cannot be achieved, We may cancel or delay a scheduled Tour or Tour Departure Date. The minimum number is typically 2 guests, although this depends on the specific Tour and is at Our sole discretion. Where minimum numbers are achieved, You accept your expectation of the experience is not compromised due to the number of guests.

(b) We will endeavour to make any decision to cancel or delay a Tour at least 45 days prior to the scheduled Tour Departure Date.

(c) Where We cancel a Tour, for whatever reason, before departure, We will use reasonable endeavours to offer the closest available tour departure.

(d) Where the proposed alternate tour is: (1) cheaper than Your original Tour Price, We will refund the difference to you or (2) more expensive than Your original Tour Price, You must pay the difference to Us.

(e) If you accept the proposed alternative tour, You will be bound by the new contract made up of these Terms and Condition and

Your amended Itinerary.

(f) If You do not accept the proposed alternative tour with 7 days of being notified by Us of the alternative, Our Contract with You will terminate and We will refund all monies paid directly to Us back to You and We will have no further liability to You.

(g) We are not liable for any third party cost You may incur, which we have not booked on Your behalf, for example airfares or other arrangements booked independently through or paid to a travel agent.

4.9 Tour delay

Where We delay a departure of a Tour, for whatever reason, for more than 7 days, You may terminate this Contract and We will either: (1) provide You with a full refund for all monies paid to Us or (2) provide You with a credit for future tours with Us, which will be valid for 24 months from the date You notify Us of the termination of this Contract.

4.10 How can We vary this Contract?

Subject to clauses 4.9, 4.11, 4.12 and 4.13, We may amend the Terms and Condition at any time.

4.11 Tour Price

(a) We may vary Your Tour Price at any time where there is an increase to the Tour costs for reasons outside Our control including fuel, government taxes and charges, exchange rate fluctuations or other Tour related cost or tariffs.

(b) If you have not paid Your full Tour Price and We must vary Your Tour Price due to an increase in Tour cost outside Our control, any increase We apply to the Tour Price will be only to the extent required to meet such additional costs.

4.12 Tour Variations

(a) We may change or vary Your Itinerary.

(b) Although We will use reasonable efforts to operate the Tour as close as possible to Your Itinerary, changes or substitutions may be necessary for reasons outside Our control. These circumstances may include, but are not limited to: (1) road, river or weather conditions; (2) national or local holidays affecting the closure of public buildings and attractions; (3) strikes; (4) civil disturbances and advices by government or other Force Majeure Events; or (5) supplier availability.

(c) Cruise itineraries may be varied due to high or low water levels, floodings, lock closures, unscheduled vessel maintenance or for any other circumstances beyond Our control.

(d) We may substitute (at the nearest reasonable standard) any vessel, train or Coach for all or part of the Itinerary and provide alternative accommodation, where necessary.

(e) Where We make a variation to the Itinerary, We are not liable to You for such variations.

4.13 How do We tell You about variations to the Contract?

(a) Any changes to the Terms and Conditions will be posted on Our Website or advised to You directly.

(b) Any changes to Your Itinerary will be notified to You: (1) if prior to Your Departure Date, by phone, email or post or If you have booked through a travel agent, to your travel agent; or (2) if during Your Tour, personally by Your Tour Director.

4.14 Notification of General Risk

(a) You acknowledge and agree that there are general risks associated with travelling, which are beyond Our control and We are not liable to You for any loss, cost or damage You may incur as a result of these general risk, such general risks. Such general risks include: (1) Tour variations or interruptions caused by road, river or weather conditions; national or local holidays affecting the closure of public buildings and attractions; strikes, civil disturbances and advices by governments; Force Majeure Events; hazards associated with travelling in undeveloped areas; travel by boat, train, automobile, aircraft or other means of transportation; high water levels; low water levels; flooding; lock closures; unscheduled vessel or vehicle maintenance; (2) Forces of nature; illness, flight schedule changes or cancellation; loss of luggage; epidemics, pandemics or illness in regions without means of rapid evacuations or medical facilities; political unrest; accidents; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or (3) any other circumstances beyond Our control.

(b) You acknowledge and agree that where the Tour, part of the Tour, accommodation, flights or any other goods or services is not directly provided by Us or Our staff, but is provided by a Service Provider, 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, You must pursue Your claim directly against the relevant Service Provider.

4.15 Limitation of Liability

(a) You acknowledge and agree that We accept no responsibility and will not be liable to You (or any third party) for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with: (1) any Tour risk or other aspects of the Tour notified to You in the Contract; (2) any change to Your Itinerary or delay in departure or arrival times of aircraft or otherwise during the conduct of the Tour; (3) any loss or damage to Your baggage; (4) any personal injury or death from the acts or omissions or negligence of any third parties providing goods or services to You during the Tour, including air carriers, hotels, shore excursions operators, restaurateurs, transportation providers, Service Providers and medical personnel; or (5) any loss to Your enjoyment due to circumstances outlined in the Contract or otherwise beyond Our control;

(b) Despite any other provisions of the Contract, and to the extent permitted by law, Our maximum liability to You or any third party (including any claims of negligence by Us) is limited to the Tour Price You have paid to Us.

(c) You acknowledge and agree that We are not liable to You, under any circumstances, for any loss of enjoyment, opportunity, profit, saving, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses.

(d) You acknowledge and agree that We are not liable for any 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.

(e) If a failure or event occurs or is anticipated due to a Force Majeure Event, Our obligations are suspended for the duration of the Force Majeure Event.

(f) We may immediately terminate the Contract, if the Force Majeure Events delays performance of the Tour by Us or a Service Provider for a period of 7 days or more, calculated from the date We notify You of the Force Majeure Event.

4.16 Warranties

(a) To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded.

(b) Where the law implies any guarantee, condition or warranty 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: (1) in the case of goods: repair of goods, replacement of goods, the supply of equivalent goods or the cost of repair, replacements or supply of equivalent goods; or (2) in the case of services: supplying the services again or payment of the cost of supplying the services again.

4.17 Competition and Consumer Act 2010 (Cth)

Nothing in these Terms and Conditions operates to exclude, restrict or modify the application of any provision of the Competition and Consumer Act 2010 (Cth) or any equivalent State and Territory legislation, the exercise of a right conferred by such a provision, or any of Our

liability for breach of a guarantee, condition or warranty implied by such a provision, where it is unlawful to do so.

4.18 Travel Insurance

You are required to arrange comprehensive travel insurance to cover any unforeseen circumstances that may occur during the Tour. Proof of coverage must be provided to us immediately on request.

4.19 What if You are unhappy with something on Tour?

If You are unhappy with something that does or does not happen on Your Tour, you must notify Us at the time so we may investigate and remedy it. If unresolved, you must first use reasonable endeavours to negotiate with Us in good faith to settle the dispute before commencing proceedings in any court or tribunal.

4.20 General Provisions

- (a) The Contract, and any variations or amendments to the Contract made by Us in accordance with these Terms and Conditions, constitutes the entire agreement between You and Us about its subject matter and any previous agreements (whether oral or in writing), understandings and negotiations on that subject matter have no effect.
- (b) We may only waive a right or remedy created under these Terms and Conditions in writing.
- (c) Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does any waiver by Us (either wholly or in part) operate as a subsequent waiver of the same or any other right.
- (d) These Terms and Conditions are governed by the laws in force in Western Australia, Australia. Subject to Clause 7, the Courts of Western Australia shall have exclusive jurisdiction to deal with all disputes arising out of, or in connection with, this Contract.
- (e) Any terms, which is, by its nature, intended to survive termination of these Terms and Conditions survives termination.

5 IMPORTANT NOTICES ABOUT YOUR TOUR

5.1 Tour Participation

- (a) We may refuse to accept Your booking or participation on the Tour if We, or Our Service Providers, are of the view You are unable to fully care for Yourself. Unfortunately, We are unable to assist you with walking, dining, getting on and off Coaches or other transportation vehicles, or any of Your other personal needs.
- (b) We welcome You if You have a disability or other special need, 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 Director will have the right to refuse Your participation if the Tour Director believes Your health and safety or the health and safety of other passengers may be impacted by Your participation. You must advise Us (or Your travel agent) of any disability, medical condition or dietary requirement at the time of booking.
- (c) It is important to note that: (1) Coaches may not be equipped with elevators; (2) wheelchair passengers should be aware that doors and rest rooms may not be wide enough to provide access to standard wheelchairs; (3) requests for disabled rooms must be made at the time of booking and are subject to availability; (4) for safety reasons, passengers on wheelchairs cannot be carried on boarding ramps (which may be steep due to water levels) whilst the vessel is tied up, or at anchor, or onto Coaches; and (5) wheelchairs and walkers may not be carried in the luggage compartment of Coaches subject to space limitations.
- (d) We may, in Our absolute discretion, decline Your booking if We are of the view that: (1) We cannot provide for any or all of Your special needs; (2) Your health, safety or enjoyment, or that of any other passengers attending the Tour may be at risk; or (3) You cannot or will not abide by any reasonable directions of the Tour Director.

5.2 Tours

- (a) Noise, Vibration and Odour Whilst We take reasonable step to minimize noise, vibrations and odours on coaches and on cruises, You acknowledge and accept that some noise, vibrations and intermittent odours may be experienced and that We will not be liable to You in relation to any such noise, vibration or odours.
- (b) Photography We cannot guarantee that every scene or highlight 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". Similarly, hotel rooms featured in the brochure may not be the same standard of room used on tour.
- (c) Smoking (1) Smoking is not permitted on coaches or such other places nominated by Us from time to time. (2) Smoking is limited to designated smoking areas on vessels (if any). (3) You acknowledge that We may restrict smoking to specific times and locations during Your Tour for the comfort of all passengers. (4) Although We will use reasonable endeavours to ensure there are opportunities for You to smoke during the Tour, We cannot guarantee such opportunities will be available.
- (d) Language The language on the Tour is English and all announcements and lectures will be made in English, except in relation to third party group sightseeing tours that may include other languages as well as English.
- (e) 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. Due to a large number of passengers, We cannot provide a personal escort for such medical visits.
- (f) Electricity Requirements may vary between countries visited. A power plug adaptor may be required to use Your appliances such as electric shavers, clocks, mobile phone charges etc. We do not provide required adaptors, nor take responsibility for any incorrect adaptors or faulty adaptors that you may choose to use.

5.3 Travel Sickness

If You suffer from travel sickness, You must arrange medication or other alternate to treat symptoms, as we cannot make allowance for this.

5.4 Group sizes

The number of participations on our escorted set departure tours will be limited to 10 guests, unless we otherwise advise you in writing.

6 ADDITIONAL IMPORTANT INFORMATION

6.1 Airfare Conditions

- (a) The prices in the Tour exclude airfares or other transport required to arrive at the city where the Tour commences and for transport for your ongoing journey once the tour ends.
- (b) Some airfares have conditions, which make them unsuitable to be used in conjunction with Our tours. Full details and conditions can be obtained from Your travel agent or airline.

6.2 Tour Maps

Maps or tour depictions contained in the Tour Brochure or any others brochures We issue are intended as an indication only and should not be relied as the actual route taken during the Tour.

6.3 Pictures Images and Information

All images in Tour Brochures represent typical scenes and descriptive details for each Tour, however it is possible that the subject matter

may not be seen or experienced on Tour. Also, some pictures may have been digitally enhanced.

6.4 Sightseeing on Tour

Sightseeing in many historic towns and cities can only be undertaken as walking tours as Coach access is not possible. An appropriate level of fitness is required as the sightseeing tour may involve steps and extensive walking over uneven surfaces and You should be in appropriate physical condition to participate in the Tour.

6.5 Mountain Excursions

Some tours may include mountain excursions in high altitudes. Please consult Your own doctor to ensure that You have an appropriate level of fitness and are in good health before participating in these included excursions.

6.6 Special Diets

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

6.7 Solo Passengers and Single Accommodation

(a) Prices quoted in Tour Brochures are on a twin share basis. If Your booking is not a twin share booking We will notify you of an applicable Single Supplement, either in the Brochure or otherwise, and You must pay the Single Supplement Rate for the Tour, at the time of booking.

(b) If You are willing to share a room with another single traveller of the same gender, You must pay the Single Supplement Rate. If you remained matched throughout the entire Tour, You will be refunded the Single Supplement Rate within two weeks of completion of the Tour.

(c) We accept no responsibility for the suitability of the allocated rooming partner. It may not always possible to share passengers and is hotel grade dependent.

(d) If at any time during the Tour, You consider your rooming partner unsuitable, We will use reasonable endeavours to arrange single accommodation for You for the remainder of the Tour, subject to availability, using the pre-paid Single Supplement Rate.

(e) A limited number of rooms are available at a Single Supplement Rate for each Tour. In some locations, single rooms are smaller than twin rooms and may not be available. You acknowledge that if there is no availability of single accommodation for the remainder of the Tour, You will be required to continue to share with Your nominated rooming partner for the remainder of the Tour.

6.8 Young Passengers

(a) Passengers under the age of 18 years (as at the Tour Departure Date) must be accompanied by an adult and share their accommodation with an adult.

(b) Children under the age of 12 years are not encouraged and are accepted or rejected at Our sole discretion.

6.9 Airport Transfers

The following applies to airport transfers that are for escorted group tours (ie: not independent journeys):

(a) Airport transfers are only available on the first and last day of Your Tour and at times We designate.

(b) Transfers outside these times will be at Your own expense and must be secured by Your own arrangements.

(c) Passengers who have purchased from Us, additional pre and post Tour Hotel accommodation will require their own transfers.

(d) If You do not book Your flights with Us, you must ensure Your flight details are provided to Us at least 60 days before the Tour Departure Date (or if a Booking is made less than 60 days from Tour Departure Date, within 7 days after the time of booking) by advising us in writing.

(e) No refund will be given for unused transfers.

(f) Transfers cannot be rerouted to other pick-up points or destinations.

(g) If You miss the pre-booked transfers You will be responsible for making Your own way to the Tour departure point, at Your own expense.

(h) Airport transfers may be group transfers scheduled to coincide with multiple flight departure times.

For Tours designated as private journey's including City Breaks, we provide airport transfers (if these have been requested in advance) at a pre-arranged time as agreed and 6.9 (e), (f) and (g) above applies.

6.10 Hotel Accommodation

(a) We may substitute hotel accommodation in the place of the advertised hotel.

(b) Although We have taken reasonable steps to secure the most suitable accommodation of the Tour, We are not liable to You for the quality, size or fitness of hotel rooms.

6.11 Luggage

(a) Tour participants are entitled to one suitcase and one travel bag per person.

(b) Your suitcase must not exceed 76 x 53 x 28cms (30" x 21" x 11") and most not weigh more than 23kgs.

(c) Personal items should be carried in a travel bag, which does not exceed 7kgs of weight. In addition, airline passengers should consult with their airline as size and weight restriction may vary from airline to airline and according to the class booked.

(d) You must comply with all airlines and airport luggage safety regulations.

(e) It is Your responsibility to ensure Your luggage complies with these requirements and You acknowledge that We, contracted carriers or Service Providers may elect not to carry overweight items.

(f) You will be responsible for any excess baggage charges imposed by airlines or other carriers including our Service Providers.

6.12 Carriers

The carriers (including airlines, rail and sea carriers used in association with the tours) are not responsible for statements or features in Tour Brochures. The conditions of sale of each carrier constitute a separate contract between You and the carrier and We have no responsibility in relation to contracts between You and the carriers.

6.13 Additional optional extras

Additional activities taken by you such as sightseeing Tours purchased by You in addition to those activities outlined in the Tour Brochure during Your Tour are not included in the Your Tour Price and incur an additional cost. Additional activities are subjected to availabilities, seasonal and operational factors and weather conditions. Some activities require a minimum and maximum number of participants to operate.

6.14 Clothing

We recommend comfortable clothing. Please bring comfortable walking shoes as You will need this daily whilst sightseeing, which include walking over rough and uneven ground. Dinner attire is at your discretion but should be appropriate to the establishment. For winter months we recommend warm coats, gloves water resistant-footwear and umbrella.

6.15 Currency and Credit Cards

Most countries visited in Europe will use the Euro although some will still have their own currency (e.g. Scandinavia, Baltic States and the UK). Many locations accept major credit cards, ATM machines are in most cities. Prior to departure You should confirm Your ATM card and

and PIN will work overseas.

6.16 Help understanding this Contract

If You do not understand the Terms and Conditions, or any aspect of this Contract, please seek advice from an appropriately qualified professional. In Australia, for communication assistance, please call the National Relay on 133 677. If You require an interpreter, the Translating and Interpreting Service may be able to assist on 131 450.

7 DISPUTE RESOLUTION

7.1 Any dispute or difference arising out of or in connection with this Contract shall be submitted to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Fast Track Arbitration Rules. There shall be one arbitrator, the language of the arbitration shall be English, the place of the arbitration shall be Perth, Western Australia.

7.2 This clause does not affect the right of any party to seek at any time urgent injunctive relief from a court of competent jurisdiction.

7.3 In any arbitration a certificate in writing signed by a director of Ormina Tours as to any facts or matters in dispute shall be prima facie evidence as to the truth of the facts or matters so certified.

Dial and Travel Pty Ltd (ABN 79 146 754 743) trading as Ormina Tours.

If you have any questions, please contact us at info@orminatours.com for further information.