

# Terms & Conditions

## 1 Validity

These Terms and Conditions are valid for Tour Departure Dates from 1 January 2026 to 31 December 2027 unless otherwise indicated in Your Itinerary and supersedes all previous brochures and their terms and conditions.

## 2 Definitions

### 2.1 The following capitalised terms and expressions have the following meanings:

**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 and any additional mandatory deposit required following the addition of any other activities or changes to the Itinerary at a later date. 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.

**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. Any failure by You to obtain adequate travel insurance or have the required Documentation (as defined below) for the Tour is not a Force Majeure Event.

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

**Ormina, We, Us or Our** means Dial and Travel Pty Ltd (ABN 79 146 754 743) trading as Ormina Tours.

**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 any part of the Tour.

**Tour** means the services, activities and accommodation You have booked directly with Us outlined in Your Itinerary (that we organised), as amended in accordance with these Terms and Conditions for the number of days stated in Your Itinerary commencing on the Tour Departure Date and ending on the stated date of return in the Itinerary. Where services are acquired from a third party where We act as a reseller, such services (e.g., group sightseeing tours, flights) are subject to the terms and conditions of that provider as provided by Us to You and are subject to a separate contract between You and the third party.

**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.

**Tour Director** means Our driver and/or Our guide on Your Tour who may be 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 as further described in the Itinerary, as amended from time to time by Us in accordance with this Contract.

**Website** means Ormina's website at [www.orminatours.com](http://www.orminatours.com).

**You/Your** means each individual who books to attend a Tour organised by Us and a separate Contract will apply between each individual and Us.

## 3 The Contract

### 3.1 The Contract between We and You is formed by these Terms and Conditions and Your Itinerary. 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.

### 3.2 If You provide the personal information of any other traveller in Your group to Us, You represent and warrant to Us that You have obtained the required consents from that traveller (or those travellers) to: (1) provide such information to Us about the traveller(s); and (2) allow Us to reach out to the traveller(s) to confirm their Booking and have them enter into a separate contract with Us. If you are travelling with a minor, then You must agree to this Contract on their behalf.

## 4 What You need to know

### 4.1 Who is providing the Tour?

We will either provide the Tour through Our staff and/or arrange for the Tour to be provided, in whole or in part, by Service Providers.

### 4.2 What's included in the Tour Price?

Your Itinerary provides You with the Tour Price and the inclusions for the Tour.

### 4.3 What's not included in the Tour Price?

(a) The Tour Price does not include any items not expressly mentioned in the Itinerary. All costs not included in the Itinerary will be at Your expense. Without limiting 4.2, the following costs are typically not included in the Tour Price: (1) airfares (2) airline taxes (3) gratuities and shore excursions (4) meals not specified in Your Itinerary (5) drinks (6) laundry (7) passport fees (8) visas (9) vaccinations (10) government taxes and charges including city taxes (11) city taxes on hotel accommodation (12) items of a personal nature; and (13) overnight accommodation to meet your Tour and any flight connections.

(b) In addition to 4.3(a), we are not liable for any costs You may incur which have not been organised by Us on Your behalf or for any costs which We have not booked on Your behalf, for example airfares or other arrangements booked independently through a travel agent.

### 4.4 How do you pay?

(a) Subject to 4.4(d), You must pay the Booking Deposit within 7 days of making Your Booking. Your Booking Deposit is non-refundable and non-transferable.

(b) We reserve the right to cancel Your Booking if We do not receive Your Booking Deposit or the costs for the additional services by the due date.

(c) If you place Your Booking with Us within 90 days or less of Your chosen Tour Departure Date You must pay within 24 hours Your Tour Price and all third party costs (see clause 4.4(b) before We can process Your booking and confirm Your Tour.

(d) Final Payment: You must pay the balance of the Tour Price to Us no later than 90 days before the Tour Departure Date or as otherwise set out in the invoice (whichever is earlier).

(e) All prices are quoted in Australian dollars, unless otherwise indicated. Prices quotes in brochures, or advertising are based on exchange rates at the time of publication and are subject to change.

(f) If You have booked through a travel agent, Your travel agent must 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.

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

## 4.5 Fees

(a) If You vary Your booking, We may impose a variation fee at our reasonable discretion that represents a reasonable and genuine pre-estimate of Our expenses, any changes to the Tour Price to reflect revised costs of the amended Tour and any fees payable by Us to the Service Provider as a consequence of the variation. Any variation which removes more than 50% of the then current Tour Price will be considered a cancellation of the Tour and will be subject to the cancellation fees set out in 4.5(c).

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

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

Days of notice to the Tour Departure Date (first service date) prior to Cancellation charge

### Tour commencement (per person)

91 days and over Loss of Booking Deposit

90 to 75 days Loss of Booking Deposit and 50% of the balance of the Tour Price

75 days or less Loss of Booking Deposit and 100% of the balance of the 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 or you have contacted Us on the Emergency Number.

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

(f) You must pay for all costs and expenses, which arise due to any changes to Your Itinerary after Your Tour Departure Date. This includes changes due to additional requested services or as a result of illness or other personal reasons.

## 4.6 What do We offer?

(a) We offer Tours either as:

(i) A small group journey, with a set itinerary that We design for set Departure Dates for a maximum group size of 12 passengers (and subject to a minimum of 4 passengers);

(ii) Private arrangements which are a series of individual services We coordinate and organise in a tailored manner and sold as a Tour; or

(iii) A combination of both.

## 4.7 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.

## 4.8 What are Your Tour obligations?

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

(b) You must follow our Service Provider instructions at all times to ensure Tour safety. You acknowledge that

failure to do so will result in restricted access to areas on Tour, if necessary, for Your own safety and that of the other passengers, withdrawal from the Tour.

(c) We are not responsible for your failure to listen to Tour Director's or a Service Provider's instructions. If you fail to follow such instructions, We (and the Service Provider) reserve the right to cancel the relevant services and We are not responsible for any losses suffered by You as a result (including any non-refundable portion).

(d) If We or Our Service Providers are of the reasonable 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.

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

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

(g) You must ensure that all required entry visas for countries to be visited (or in transit) are obtained prior to departure and are presented where necessary as failure may affect Your participation in certain excursions and entry to certain countries (whether to visit or in-transit) whilst on Tour.

(h) If You do not have the correct visa or other documentation necessary to enter a country or 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.

## 4.9 What happens if we need to cancel or delay the Tour? Small group journeys only

(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 4 guests with the maximum number being typically 12 guests, although this depends on the specific Tour and availability.

(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 and notify You promptly.

(c) Where We cancel a Tour, for whatever reason (other than due to acts or omissions by You), before departure, We will use reasonable endeavours to offer an alternative Tour for You, which may or may not be a private arrangement.

(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. You do not have to accept the alternative tour. You will have no more than 5 days from notification of the alternative tour to accept or reject the alternative Tour.

(f) Tour cancellation. Where We are required to cancel a Tour for whatever reason other than because of Your acts or omissions, You may terminate this Contract within 5 days from notification and We will provide You with a full refund for all monies paid to Us.

## 4.10 How can We vary this Contract?

(a) We reserve the right to amend these Terms and Conditions at any time prior to You making a Booking.

(b) Except as expressly stated in these Terms and Conditions, following your Booking, any changes to the Contract must be agreed in writing by You and Us.

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

## 4.11 Tour Price

(a) We may vary Your Tour Price at any time prior to the payment of the final amount of the Tour Price 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) Any increase We apply to the Tour Price will be only to the extent required to meet such additional costs as set out in sub-clause (a). We will endeavour to notify you of any Price changes at the earliest opportunity.

(c) We reserve the right to amend the Tour Price at any time prior to You making a Booking.

## 4.12 Tour Variations

(a) We may change or vary Your Itinerary as part of the Tour. 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.

(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 or special events affecting the closure of public buildings and attractions; (3) strikes; (4) civil disturbances and advice by government or other Force Majeure Events; (5) supplier availability; or (6) unscheduled track maintenance for train reservations.

(c) Cruise itineraries may be varied due to high or low water levels, floodings, lock closures, weather, 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 reasonably necessary.

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

## 4.13 Notification of General Risk

(a) You acknowledge and agree that there are significant 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 risks. Such general risks include but are not limited to: (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, unrest and advices by governments; Force Majeure Events; hazards associated with travelling in undeveloped areas; hazards associated with travel by boat, train, automobile (car, truck or otherwise), aircraft or other means of transportation; high water levels; low water levels; flooding; lock closures; unscheduled vessel or vehicle maintenance; (2) Forces of nature; risks associated with water,

drinks, food, plants, insects and animals; risks associated with water, drinks, food, plants, insects and animals, diseases and transmission of disease, accident or illness in areas of poor medical facilities; illness, differing levels of sanitation, differing safety standards, risks associated with water, drinks, food, plants, insects and animals, diseases and transmission of disease, accident or illness in areas of poor medical facilities; 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 are voluntarily participating, knowing there are risks in travelling (including those listed above). You agree to accept any and all risks. This release and discharge of liability, assumption of risk and agreement not to make a claim is entered into on behalf of you and all members of your family, including minors. This agreement also binds your successors, heirs, legal representatives and assigns.
- (c) Some activities on the Tour require a signed liability waiver and participation in those included activities is at Your own risk.
- (d) Nothing in this Contract limits or excludes any liability which cannot legally be limited or excluded.

#### 4.14 Limitation of Liability

- (a) You acknowledge and agree that We and our Service Providers 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 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 or from Your failure to follow instructions provided by Us, a Service Provider or a third party involved in your Tour.
- (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.

#### 4.15 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.

#### 4.16 Competition and Consumer Act 2010 (Cth)

Nothing in the Contract 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.

#### 4.17 Travel Insurance

You must arrange in advance 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. If You do not take out comprehensive travel insurance and/or fail to provide the travel insurance information to Us at Our request, You agree to complete and sign a comprehensive waiver of liability prior to the Tour Departure Date. If You do not provide such waiver, We may cancel the Contract for which you will be responsible for the payment of the Booking Deposit and the Tour Price and such amounts are not refundable.

#### 4.18 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 should notify Us at the time so we may investigate. If we are unable to resolve the issue, You and Us must first use reasonable endeavours to negotiate in good faith to settle the dispute before commencing proceedings in any court or tribunal.

#### 4.19 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) Any delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does any waiver (either wholly or in part) operate as a subsequent waiver of the same or any other right.
- (c) These Terms and Conditions are governed by the laws in force in New South Wales, Australia.
- (d) Any term, which is, by its nature, intended to survive termination of these Terms and Conditions survives termination or expiration.

#### 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) You must advise Us of any disability, medical condition or dietary requirement at the time of Booking. 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.
- (e) If You suffer from travel sickness, You must arrange medication or other alternate to treat symptoms, as we cannot make allowance for this.

#### 5.2 Tours

- (a) **Photography and Tour Maps.** 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. Maps or tour depictions contained in the Tour Brochure or any other brochures We issue are intended as an indication only and should not be relied as the actual route taken during the Tour.
- (b) **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.
- (c) **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 that may include English.
- (d) **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. You are responsible for all medications and prescriptions required for the Tour, including any travel sickness medications.

- (e) **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.

- (f) **Dietary.** 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 by any restaurant or other provider of food or drink during the Tour and that You must accept full responsibility for ensuring your specific dietary requirements and needs are met.

#### 6 Additional Important Information

##### 6.1 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.

##### 6.2 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.

##### 6.3 Solo Passengers and Single Accommodation for small group journeys

- (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) 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.

##### 6.4 Young Passengers for small group journeys

- (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.

##### 6.5 Arrival and Departure Transfers for small group journeys

- If arrival or departure transfers are included in the Itinerary:
  - (a) Arrival transfers are only available on the first day of Your Tour and at times that We designate. Arrival transfers are determined at Our discretion but typically include an arrival transfer from an airport, train station or centrally located hotel in the same city as the Tour start point.
  - (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 and it is Our discretion whether we can include these arrival transfers at no additional cost.
  - (d) You must ensure Your arrival 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,

otherwise any included Arrival transfer may not be able to be arranged and may be forfeited.

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

- (f) Arrival transfers may be group transfers scheduled to coincide with multiple flight departure times.

#### 6.6 Transfers for all Tours.

- (a) No refund will be given for unused transfers.
- (b) Transfers cannot be rerouted to other pick-up points or destinations.

#### 6.7 Hotel Accommodation

- (a) For small group journeys, 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 for the Tour, We are not liable to You for the quality, size, view, hotel's room allocation within the room category or fitness of hotel rooms.

#### 6.8 Luggage

- (a) You are responsible for your suitcase and any personal effect at all times. Tour participants are entitled to one suitcase and one travel bag per person. We take no responsibility for personal effects or baggage.
- (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 baggage 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.
- (g) If you fail to comply with these baggage requirements, our providers may refuse the transfer or upgrade the vehicle to enable the safe transportation of passengers and baggage. You will be responsible for any and all costs incurred as a result of failing to comply with the baggage requirements. Such costs include any further costs that are incurred due to delays to the Tour.

#### 7 Dispute Resolution

- 7.1** In the event of any dispute or difference arising out of or in connection with this Contract, the parties must attempt in good faith to resolve the issue promptly by negotiation. If the parties cannot resolve the issue within 2 weeks, only then may a party commence proceedings as set out in clause 7.2.
- 7.2** The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in and of New South Wales and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.