

Ataraxia Tours & Travel Terms and Conditions

The following general terms and conditions apply, however regional circumstances and regulations, contractual obligations to suppliers, and matters relating to location, product type and supply logistics may cause these to be varied slightly for specific products, or specific destinations. These amendments and alterations are shown in the Terms And Conditions sections of each web site, and should be read in conjunction with the Terms And Conditions shown below.

- Travel arrangements and prices detailed on our web sites are provided and coordinated by Ataraxia Tours & Travel
- Ataraxia Tours & Travel has taken due care and responsibility to verify and check all information on our web sites as at the time of compilation, however, as this information is supplied by the relevant accommodation & tour/cruise operators in our brochures, it accepts no responsibility for any inaccuracy or misdescription contained in the publications.
- Sales of services as contained in our publications are made by Ataraxia Tours & Travel only as agent for the person, business or company providing the services. The standards of accommodation and other services chosen are based on various factors, which are generally accepted as indicative of a certain class.
- Ataraxia Tours & Travel does not accept responsibility for any change in prices or variation of services as shown, and all services and prices are subject to change without notice.
- Ataraxia Tours & Travel does not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those service providers in connections with your convention pursuant to a contract between them and yourselves and over whom we have no direct control. We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.
- It is essential that you check with us, or your travel agent, for any changes or variations to the information shown on our web sites. This will allow us to advise you, or your agent, of any such changes that we are aware of either before you book your holiday, or prior to your departure.

TERMS AND CONDITIONS OF BOOKING

Rates and Price Variations: We reserve the right to vary prices and rates in the event of changes in exchange rates or price rises made by wholesalers or other suppliers. If the cost of any service increases due to exchange rate fluctuations, price increases, tax changes or any other reason, you are required to pay the increase when notified by us or you may cancel the booking which may result in cancellation fees. We are not liable in any way if any increase occurs. Rates quoted are appropriate to the particular product at the time of quoting and these rates may change prior to the travel date. All prices are subject to availability and can be withdrawn or varied without notice.

Deposits: The appropriate amount will automatically be debited to the credit card provided. Any booking not deposited with us by this time will automatically cancel without notification. Deposit conditions for certain accommodation and tour products may vary, these are listed on the individual page. We will advise you in writing of these conditions at the time of booking. **Bookings over New Year** require a non refundable deposit and final payment 60 days prior, as this is non refundable under any circumstances travel insurance is strongly recommended.

Bookings made less than 30 days prior to travel: Bookings made within 30 days of travel must provide a credit card guarantee at the time of booking, if the booking is available exactly as requested full payment will automatically be taken.

Final Payment: Final payment is due 30 days prior to travel date. No vouchers will be issued until final payment is received in our office. Final payment conditions for certain accommodation and tour products may vary, these are shown on the individual pages. We will advise you in writing of these conditions at the time of booking. Please note the final payment may vary from the original booking price or quote if the product is subject to exchange rate fluctuations or price rises by wholesalers or other suppliers.

Card Fees: Please note that a card fee will be applied automatically to credit card payment amounts

Cheque payments: Will only be accepted for bookings traveling outside 35 days.

Payments by cheque are not acceptable and direct electronic deposit do not attract any fees.

Standard Cancellation Policy:

- Bookings cancelled - Non refundable or according to the terms and conditions of the services or supplier
- Deposited bookings cancelled 30 or more days prior to travel - Deposit is non refundable
- Fully paid bookings cancelled 30 days or more prior to travel - Deposit PLUS any fees levied by the supplier are non refundable

Flight Cancellation Policy:

- Flight Bookings are totally non refundable or transferable

Cancellations must be in writing and should be addressed to the consultant handling the booking.

If a credit has been approved it is valid for 6 months from the date the cancellation was made.

Special Cancellation Conditions: Certain accommodation and tour products will apply additional cancellation charges. These cancellation conditions and costs are located under the pricing on the individual pages and will be clearly advised to you in writing at time of booking.

Amendment Fees: Any amendments made to non finalised bookings will incur a fee for each amendment made. Bookings that have been finalised and documentation issued will incur a fee per amendment. This is in addition to any fees that may be levied by the supplier.

Late Booking Fees: A late booking fee can be charged if booking is made within 72 hours prior to departure. This depends on the amount of administration work involved, and if applicable, you will be notified at time of reservation request from you or your agent.

Change Of Itinerary After Holiday Has Commenced: Any alteration or cancellation of services after your holiday has commenced can incur penalties. There is no refund for unused services.

Refunds: In order for a refund to be approved, you must have a claim number which is given at the time of reporting the cancellation or incident. No refunds will be made for services once travel arrangements have commenced. No guarantee is provided or warranted that any refund will be available. All refund requests must be in writing, and made direct to us or through the agent from whom the travel arrangements were purchased. Claims must be made within 15 days of completion of travel arrangements. Refunds will not be made for bookings cancelled due to inclement weather or illness, these must be claimed through your travel Insurance.

Reporting of Incidents: Any abnormal incidents including injuries, service problems, cancellation of a service or dissatisfaction must be reported to Ataraxia Tours & Travel during the event to allow us an opportunity to rectify the situation or provide assistance.

GENERAL

Validity of Rates: Prices are valid for the dates indicated.

Currency: All rates are quoted in Australian Dollars, or as otherwise indicated.

Children's Rates: Child costs are based on sharing a room with adults and using existing bedding . Cost for additional bedding and rollaways are available on request.

Payment Options: Ataraxia Tours & Travel offers a secure server for your credit card payments. Alternatively, you can fax through your credit card details to us, send a cheque or make a direct deposit.

Travel Insurance: It is extremely important that you take out Travel Insurance. It is ESSENTIAL that this insurance covers you for involuntary cancellation of your holiday including airfare(s). For information on the policy sold by Ataraxia Tours & Travel please email our office with your request and make yourself familiar with the Combined Product Disclosure Statement, Policy Wording and Financial Services Guide prior to purchasing the policy. At the time of entering your credit card details on the booking form you are agreeing that you have read both the Ataraxia Tours & Travel & Travel Terms & Conditions.

Full amount is due at time of booking and policy issued within 5 working days of payment being received. Credit card and direct deposit accepted. NOTE: Dates of birth are required to issue insurance. Until dates of birth are known we cannot issue the policy as mandatory requirement. Cover only commences when paid in full and policy issued.

Accommodation: Accommodation is as specified in the accommodation section of our web sites. All costs are will be confirmed by email confirmation unless otherwise stated. We reserve the right to offer alternative accommodation of a similar standard in the case the accommodation operator overbooks their property or for any reason beyond our control. All rates are subject to change without notice.

Check In / Check Out Times: These vary according to operator. Generally your accommodation check in is 2pm and check out 10am. Please note that most properties will require a credit card authorisation on check-in and may need to see photo identification. In the instance that you don't have a credit card usually a cash bond will be required.

Single Supplement Costs: If not shown in your selected accommodation cost, this is available on application.

Group And Incentive Travel: As group and conference rates are specially contracted rates specific for that particular group, they have different terms and conditions to standard holidays. If you are booking a group or incentive, please ensure that these conditions are explained to you.

All maps, photographs, illustrations and computer based graphics are included for general purposes only and are not always indicative of the subject matter. Hotel room photographs (graphics) may not be specific to the actual room occupied. Maps are not to scale.

Quotations: All quotations are subject to availability of services quoted and are not guaranteed until the booking is confirmed and deposit received. Quotes are valid for 72 hours from issue date.

INCLUSIONS AND EXCLUSIONS

Prices DO Include: Accommodation, transfers, tours/cruises, car hire, government taxes and any other inclusions as specified in writing on the relevant web pages for each suppliers product.

Prices DO NOT Include: Any costs incurred en route to and from the destination, meals (unless specified), alcoholic beverages, telephone calls, items of a personal nature, and personal services not specified as being included in costs on the relevant web pages for each suppliers product. Rates do not include Marine Park taxes, as this must be paid direct to the operators.

SITE COPYRIGHT

The copyright on all original/custom artwork, maps, navigation elements, presentation methods and design elements included in our web sites is held exclusively by Ataraxia Tours & Travel Copyright on all descriptive text is held by Ataraxia Tours & Travel. Copyright on selected photographic images is also held by Ataraxia Tours & Travel

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Ataraxia Tours & Travel, trading under its subsidiary business names, is a member of various Regional Tourism Authorities, and as such exercises the right to reproduce images made available by these various organisations to their members for the purpose of generic and/or specific tourism promotion.

Transportation & Coach Hire

1. Quotation subject to availability of busses.
2. Drivers meals (3x meals) and accommodation are for your account unless alternative arrangements are made
3. A 100% securing deposit is required on the date of your confirmation / 21 days before departure date and full payment is due 24 hours before departure
4. The above rate excludes: any entrance fees, parking, portorage, cross border costs and meet & greet at the airport
5. The above rate includes: hire, mileage, driver, fuel, toll fees, trailer, passenger & public liability insurance, coach permits
6. No smoking allowed on board
7. In the event of a breakdown Ataraxia Tours & Travel will do all in their power to correct the situation but will not be held liable for any costs or delay caused as breakdowns are unforeseen
8. Ataraxia Tours & Travel will not be responsible for losses or damages to private property. All passengers are to ensure that on disembarking, all personal property is removed from the coaches
9. Quotations are valid for 30 days from date hereof
10. A cancellation fee of 50% may be charged if the coach is cancelled less than 7 days in advance
11. A penalty charge of R200.00 per hour may be charged for every hour the coach is utilized that is not specified on itinerary.

12. Payment terms on outstanding balances- Must be settled within the agreed terms accepted by Ataraxia Tours & Travel. Outstanding amounts will accrue interest at a rate of 15.5% compounded daily.

13. No show on collection will be charged at the normal hourly rate of R200 per hour.

Our cancellation policy is as follow:

50% cancellation fee if cancelled less that 10 days prior to booking

100% cancellation fee if cancelled less that 7 days prior to booking, or no show.

100% cancellation fee - upon cancellation on route or due to late schedule changes

100% cancellation fee will charged during Peak Periods