

# 2WORLD TOURS BOOKING FORM

2WORLDTOURS accepts bookings subject to the attached Booking Terms & Conditions.

Please complete all details and return this page along with your medical certificate if required

TO: [narelle@2worldtours.com.au](mailto:narelle@2worldtours.com.au) OR via SMS message to +855 89512530

**DEPOSIT - \$100 non-refundable deposit per person payable within 7 days of receipt of your Deposit invoice. Your payment of a deposit indicates that you have read these and understand and agree to the attached BOOKING TERMS & CONDITIONS.**

## CLIENT INFORMATION

Your name must be **EXACTLY AS IT APPEARS IN YOUR PASSPORT** – failure to do so may result in charges for incorrectly issued flight tickets

Mr/Mrs/Miss/Ms GIVEN NAME \_\_\_\_\_ MIDDLE NAME: \_\_\_\_\_

SURNAME \_\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone contact: including country code: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

## PASSPORT DETAILS

(Nationality) \_\_\_\_\_ Passport Number \_\_\_\_\_

Place of issue \_\_\_\_\_ Date of issue \_\_\_\_/\_\_\_\_/\_\_\_\_ Date of expiry \_\_\_\_/\_\_\_\_/\_\_\_\_

## MEDICAL DECLARATION & FITNESS TO TRAVEL

All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in our brochures. We do not put specific age limits on tours, but we have a duty of care to all tour participants and the tour guides, so we do impose a firm policy on the level of fitness required by all our clients to attempt to ensure your safety and the safety of other travellers on our tours. Our travel is for independently minded travellers with good levels of mobility. Travellers will be required to at least:

- Be able to walk for a minimum of 1 hour on uneven surfaces without the use of any walking aid;
- Walk up multiple flights of stairs;
- Stand for a minimum of 20 minutes without needing to sit down, often in hot/humid climates
- Carry their own luggage;
- Get on and off various modes of transport without assistance, including small boats and local tuk-tuks

YES I am satisfied that I meet the fitness requirements of my tour

Passengers must inform us prior to travel of any conditions which may affect their ability to participate in the tour. Do you suffer from any physical disabilities or illnesses or are undergoing any treatment including recent or pending surgery that may affect your agility to participate in tour activities?

YES I am being treated for a medical condition that may impact on my agility

NO I am not being treated for any medical conditions or have had recent surgery or have any surgery pending that may affect my agility

If YES please attach at letter from your doctor certifying that you are fit to travel and can participate in all tour activities.

## ROOM AND DIETARY REQUIREMENTS

I have the following dietary restrictions or requirements: \_\_\_\_\_

I require a  single room  twin room – Note only friends travelling together are able to share a room due to health and safety policies.

## PASSENGER CONTACT IN CASE OF EMERGENCY

Name: \_\_\_\_\_ Relationship to You: \_\_\_\_\_

Tel: (+ ) \_\_\_\_\_ Mobile: \_\_\_\_\_

## DECLARATION & SIGNATURE

I the undersigned person(s) have read, understand and agree to the attached Booking Terms & Conditions.

Signature: \_\_\_\_\_

Name (Please print): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# 2WORLDTOURS - BOOKING TERMS & CONDITIONS

These Booking Terms and Conditions set out the terms on which you contract with us for the delivery of travel arrangements for your tour. By making a booking and paying a deposit 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", "Your" and "the Client" means all persons named in a booking. "We", "us", "our" means 2WORLDTOURS.

- BOOKING:** A booking request is accepted when we issue a written booking confirmation and you have paid your deposit as stated on the invoice received from us. It is at this point that a contract between 2WORLDTOURS and you, the client comes into existence. 2WORLDTOURS reserve the right to decline any booking at our discretion. The contract, including all matters arising from it, is subject to the laws of the State of Queensland, Australia and the Client accepts the exclusive jurisdiction of the Courts of the State of Queensland, Australia.
- DEPOSIT AND FINAL PAYMENT:** A non-refundable deposit per person is required within 7 days of 2WORLDTOURS accepting your booking. Please note that we may not hold any services for you until we receive payment of your deposit. Payment in full must be received by the date reflected on your invoice or 35 days prior to your departure, whichever date comes first. Your deposit represents a fee payable to us for services associated with the processing and confirmation of your booking and any consultations on travel arrangements that we may provide to you. Because these services are provided as soon as we confirm your booking, the deposit is non-refundable other than where we cancel your travel arrangements for reasons other than Force Majeure (see below).
- PRICING:** Prices stated are in Australian Dollars (\$AUD) and are current at the time of publication. The most up to date pricing is available on the 2WORLDTOURS website. We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation, fuel or air fare surcharges, airline schedule changes, minimum passenger requirements or the imposition of new or amended Government charges. We will not surcharge for currency fluctuations once full payment has been received by us. All tours are based on a minimum number of participants, however if this number is not reached we reserves the right to cancel or re-cost the tour as appropriate. If we re-cost and you decide not to proceed, or if we cancel the tour, your deposit is refundable in full. In all other circumstances, your deposit is non-refundable.

## Exclusions

The following are excluded from the price of your tour: International Airfares, arrival or departure taxes, costs associated with passports, visas, vaccinations and testing, insurance, meals (other than those stipulated), emergency evacuation costs, medical costs, all items of a purely personal nature including beverages, laundry, telephone calls, hotel room service and gratuities, unless expressly included. Extensions of stay either prior to or at the end of a tour will be at your own expense and transfers will not be provided.

- PASSPORT, VISAS AND VACCINATIONS:** It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region you visit on your trip. This includes a valid passport and all travel documents required by us and/or the relevant governmental authorities including all visas, permits and certificates (including but not limited to proof of vaccination or medical certificates such as COVID-19 negative results and insurance policies). Your passport must be valid 6 months after the last date of your travel. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the trips, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. Information about these matters or related items is given in good faith but without responsibility on the part of 2WORLDTOURS. We strongly recommend that you consult your doctor, and Government travel restrictions and notifications regarding necessary health/ vaccinations and medical treatment before undertaking any overseas travel.
- LOCAL LAWS:** You must obey the laws and regulations of the countries visited when participating in any tour. Failure to do so will relieve us of all obligations that they may otherwise have under these booking conditions.
- CHANGES BY US:** While we will use our best endeavours to operate all tours as advertised, by entering into this contract you accept that it may prove necessary or advisable to vary or modify a tour or its contents due to prevailing local conditions. We reserve the right at any time to cancel or change any of the facilities, services or prices described in the tour brochure (including transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation. If we become aware of a change to your itinerary or its inclusions prior to the commencement of your trip that we consider to be significant (where the trip can still proceed), then we will notify you within a reasonable time and give you the choice to accept the change, or to accept an alternative trip.

To the fullest extent permitted by law, we will not be responsible or liable for any omissions or modifications to the itinerary or the inclusions due to Force Majeure events happening after we have accepted your booking. If you are entitled to any compensation at law for any changes or modifications, then you agree that any compensation you are entitled to will be reduced by the value of any alternative services we provide to you which you accept.

We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of any amendment or change to the tour itinerary or its inclusions.

- UNUSED SERVICES:** No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure, including failure of transport to operate according to schedule, which we expressly disclaim liability for.
- CANCELLATIONS & DEFERMENTS:**

### **I. Cancellation by you:**

You may cancel the booking at any time by written notice. Cancellation fees and charges will be levied as follows irrespective of when notice of cancellation is received;

- any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements that we cannot reasonably recover (for example payments made or due to airlines and ground operators);
- any increase in the costs to operate the tour which we incur resulting from your cancellation;
- a fee not greater than 10% of the booking value to compensate us for work performed up until the time of cancellation; and
- a fee not greater than 5% of the booking value to compensate us for processing the cancellation and any associated refund including PayPal or bank fees.

Please note that in the case of 'no-show' or you not providing us with written notification of your intent to cancel your booking within 10 days from the commencement of your tour 100% of costs will be charge.

If you have paid any amount to us at the time of cancellation, we may use it to pay the above fees and charges. If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time. If there is a deficiency, then you must pay us the difference. Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. We will use reasonable endeavours to recover third party payments, but we make no guarantee that we will be able to recover amounts from third parties. We will not be held responsible for any expenses, reimbursement or refund of any tour monies and cancellation charges will apply if you are refused entry by any country on the tour for whatever reasons, including lack of necessary visas or health documentation.

### **II. Deferments by you:**

If you are unable to travel and can provide us with written notification of this and the reason, more than 10 days from the commencement of your tour you may apply to us to defer your tour to a later tour of equal or greater value. Deferments for change of mind will not be granted. Should we choose to accept and agree to a deferment we will advise you of the value of monies held on file for you at the time of your deferment. The amount of monies held on file will be less:

- Payments we have paid or have contractually committed to pay to third parties to deliver your original travel arrangements that we cannot reasonably recover (for example payments already made to airlines); and
- PayPal or bank fees already paid by us

Once the deferment of a tour is granted, the existing booking will be declared closed and the client must submit a new Booking Form for any new tour. This new tour will be subject to the advertised price of the new tour, not the original tour booking price. A client booking can only be deferred once.

### III. Cancellation by Us

**Minimum Numbers:** We will operate each of the scheduled tours advertised in our brochures once the minimum number of advertised paying Clients per tour is attained. We reserve the right to cancel any group tour departure which does not attain the minimum number of paying passengers. We also reserve the right to cancel or reschedule any tour departure in accordance with operating requirements or circumstances beyond its control. Should this occur we will offer you an alternative arrangement.

**Force Majeure - Prior to travel:** If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock out, epidemic, pandemic, failure or delays of scheduled transportation facilities, or other Acts of God, or any law, order, decree, rule or regulation of any government authority, or for any other reason whether of a similar or dissimilar nature beyond our reasonable control (Force Majeure), we may at our election:

- postpone your travel arrangements to a future date, in which case we will issue you with a credit note equal to amounts paid at the time of postponement; or
- cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements and our contract terminates, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third-party costs including PayPal and bank fees.

**Force Majeure - During travel:** If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third-party costs only. In the event of any cancellation, there will be no claim for damages by either party against the other and we are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess, non-refundable flights or other pre or post tour travel arrangements made by you.

If we provide you with any alternative services or assistance where travel arrangements are cancelled because of Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance. If we have to cancel your trip for reasons beyond Force Majeure, you will be offered (at your election) a full refund of all funds paid over to us, or the offer of a trip of substantially equal quality if appropriate.

We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of postponement or cancellation of your travel arrangements by us whether due to Force Majeure or otherwise.

### 9. ILLNESS PREVENTING YOU TO COMMENCE OR CONTINUE YOUR TOUR:

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test):

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- We and/or our suppliers (acting reasonably) exclude you from the trip, and you are consequently prevented from commencing or continuing your trip, then:
  - if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
  - if you have not commenced your trip or are in transit to your tour departure point, then we regret we will not be in a position to provide such assistance.

You acknowledge that if you are prevented from commencing or continuing your trip in these circumstances:

- We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking; and
- We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of you being prevented from commencing or continuing your trip in these circumstances.
- We will not be responsible for any additional cost incurred to you while on tour if you are instructed by a government or public health authority to enter into a period of quarantine or to return home early, this includes any extra accommodation costs or amendments to your onward travel arrangements. We will endeavour to recover as much of your funds as we can on your behalf, or negotiate a credit for future use, should a disruption to your tour arrangements occur due to a government or public health authority directive

### 10. TRAVEL INSURANCE:

Personal Travel Insurance is not included in the tour price. Travel Insurance is compulsory on all 2WORLDTOURS tours and is a condition of booking. It is strongly recommended that you take out comprehensive travel insurance to cover cancellation, all medical costs including COVID-19 coverage, luggage and additional expenses at time of booking which will cover cancellation penalties in certain circumstances (note: such insurance will not cover a change of mind or if governments close international borders or your country of residence places a 'DO NOT TRAVEL' status on your destination, therefore preventing travel to be undertaken at late notice. These exclusions have always been in place pre-COVID-19 and are not new exclusions.

We strongly suggest that insurance be purchased at the time your deposit is paid, as cancellation terms will be strictly enforced from that time. Your insurance policy details must be provided to us prior to the departure and failure to do so will mean exclusion from the tour. Under these circumstances cancellation charges will apply.

### 11. FITNESS AND PARTICIPATION:

All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in our brochures. We do not put specific age limits on tours, but we have a duty of care to all tour participants and the tour guides, so we do impose a firm policy on the level of fitness required by all our clients to attempt to ensure your safety and the safety of other travellers on our tours. Our travel is for independently minded travellers with good levels of mobility.

#### **2WORLDTOURS travellers are required to at least:**

- Be able to walk for a minimum of 1 hour on uneven surfaces without the use of any walking aid, on any given day
- Walk up multiple flights of stairs and short, steep hills
- Stand for a minimum of 20 minutes without needing to sit down, often in hot/humid climates
- Carry their own luggage
- Get on and off various modes of transport without assistance, including small boats

#### **In some regions travellers should also expect:**

- Long days of travelling, at times on dirt and gravel roads in Laos and Vietnam; and
- Limited medical facilities in remote areas

Passengers must inform us prior to travel of any medical conditions which may affect the ability to participate in the tour. At our discretion we, including any third party service provider, can exclude you from a tour or in any activity if we consider that you are unable to safely participate in that tour or activity or if we consider your participation may place the safety of other guests at risk. We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance from our personnel which we cannot reasonably provide.

You agree to accept the authority and decisions of 2WORLDTOURS employees, tour leaders, and agents while on tour. If in the opinion of such persons that the health or conduct of a Client before or after departure appears likely to affect the smooth operation of the tour or adversely affect the enjoyment, harmony, or health and safety of other passengers, we reserve the right to withdraw tour membership from you and shall not be required to show reason. Under these circumstances the Client may be excluded from all or part of the tour without refund and shall have no right to claim any damages of whatsoever nature against 2WORLDTOURS. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage. We will not be liable for any damage, injury, death or loss of any kind arising from your failure to fully disclose relevant medical information or resulting from any pre-existing medical condition. Should you show any signs of illness before or after departure you agree to isolate until you are medically cleared to join the group. Costs for medical testing including COVID-19 testing, or medical service costs including transfer for testing and isolation costs will be at your expense.

2WORLDTOURS destinations, in general, are not geared to cater for the disabled traveller at this time. Any traveller who requires any special consideration and assistance must have a full-time carer/companion. We must be advised in writing at the time of deposit of any disabilities of prospective travellers. It is the responsibility of you to advise us in writing of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other trip members. Failure to make such

disclosure will constitute a breach of these booking conditions and result in you being excluded from the tour in which case all monies paid will be forfeited. We also reserves the right to cancel participation in a tour, at any time, including after the commencement of the tour, with no right of refund if the Clients medical condition and/or disability could be reasonably expected to affect the normal conduct of the tour and the enjoyment of other tour participants.

12. **DIETARY REQUIREMENTS:** 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.
13. **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 adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers. You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

14. **RESPONSIBILITY**

I. **Services supplied by independent suppliers**

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, cruise operators, hoteliers, transport companies and common carriers. We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them. 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.

II. **Services we directly supply**

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for 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 travel arrangements or services, or due to an event of Force Majeure.

15. **GENERAL LIABILITY LIMITATIONS:** You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia. Australian Consumer Law and corresponding legislation in other 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 travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

You acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19 virus. We will take all reasonable steps to ensure your safety and may require you to follow additional safety protocols on your trip. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

The laws of the State of Queensland, Australia will govern any claim or legal action in connection with 2WORLDTOURS provision of services to the Client. Any claim or legal action against 2WORLDTOURS suppliers is likely to be governed by the laws of other countries and is outside the control of 2WORLDTOURS. All tours are operated by 2WORLDTOURS, 79/100 Franklin Drive, Mudgeeraba Australia. All correspondence and/or complaints, notices etc relating to the Clients contract with 2WORLDTOURS must be mailed to this address.

16. **SEVERABILITY:** In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then, such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.
17. **COMPLAINTS:** If the Client has any complaint about any of the tour arrangements, the Client must bring it to the attention of the tour leader or other representative of 2WORLDTOURS at the time, so that the tour-leader or the representatives of 2WORLDTOURS may use their best endeavours to rectify the situation. Any complaints must be confirmed in writing to 2WORLDTOURS within 28 days of the completion of the tour.
18. **PRIVACY:** 2WORLDTOURS collects information about you, including health details if necessary to provide services and products, process travel arrangements, and to ensure efficient completion of travel. 2WORLDTOURS may need to pass on this information to airlines, embassies/consulates, other operators, and other agencies for security, customs and immigration purposes and the Client expressly authorises 2WORLDTOURS to make such information available to those organisations and agencies.