

ULTIMATE

BOOKING TERMS AND CONDITIONS

Parties:

These terms and conditions (including the exclusion of liability) bind you as a customer of Ultimate Travel when making your booking with Ultimate Adventure Travel Pty Ltd (ABN 91 133 215 166). These Terms form the agreement entered when you use our website to book your tours and when we supply our 'Group Tour', 'Adventures', 'Experiences' and 'Short Package' products.

Your booking indicates that you have had sufficient opportunity to access these Terms and that you have read, accepted and will comply with these Terms. References in these terms and conditions to Ultimate Travel includes (where the context permits) our employees, agents, contractors and suppliers and these terms and conditions (including exclusions from liability) apply to their benefit.

Acknowledgements:

Travelling with Ultimate Travel requires a degree of flexibility, good humour and an understanding that modes of transport, accommodation and itineraries may change, even after the tour has commenced, without prior notice due to circumstances beyond our control or when we deem it to be necessary, such as flight delay, cancellation or postponement due to bad weather or other unpredictable circumstances such as landslides, road blockages, floods, political unrest or delay of arrival etc. Accordingly, we reserve the right to amend, vary, reroute or cancel our tours and we cannot guarantee exact arrival or departure times.

You acknowledge and agree that participation in our tours is voluntary. You must comply with our directions and advice while undertaking the tour and for matters related to the tour. You

must also comply with all laws and legal requirements while participating in the tour. You acknowledge that participation in the tour involves group interaction with other participants and Ultimate Travel. You agree to at all time to act decently and with respect to other participants, suppliers and staff of Ultimate Travel. You must not cause any physical harm or create any nuisance to other participants, Ultimate Travel or the general public and must treat the environment with respect.

We may cancel your participation in a tour at any time without any liability if you breach any of these terms and conditions or if there are reasonable grounds for us to do so.

Client's Responsibilities:

Participants are responsible for selecting a program appropriate to their abilities and interests. In order to assist you with a suitable itinerary we are happy to discuss in detail the tour you are interested in. Participants are held responsible for being in good health to undertake the tour and also for preparing for the tour by studying the itinerary and any pre-departure information supplied, and for bringing the appropriate clothing, equipment and personal documentation as advised therein.

Booking Terms and Conditions:

All payments made to Ultimate for additional activities and/or tours are processed via our PCI DSS compliant, eWay Payment Gateway. Your travel consultant or Group Leader will advise you payment deadlines at time of booking. Tours/activities must be paid in full 6 weeks prior to your start date. Please understand we reserve the right to cancel your booking if payment has not been received in time.

Bookings made within 6 weeks of travel will require full payment at time of confirmation. For any open dated bookings, you will be required to let us know your preferred travel date 6 weeks in advance, availability cannot be guaranteed. Deposit payments are non-refundable.

Making Your Booking

To book your trip simply choose a Start Date and complete our online booking form. Once your payment has been processed, our reservations team will email you a Booking Confirmation, plus all the necessary information about your trip. All payments are processed via the PCI DSS compliant, eWay Payment Gateway – let's just say it's a safe online payment.

Safe Deposit Policy

If you have paid a deposit to secure a space for a certain date, we'll reserve your spot and make arrangements for your trip. The final payment of your tour needs to be paid 45 Days prior to your tour. Please understand we reserve the right to cancel your booking if payment has not been received in time.

Changes to Start Dates and Cancellations

If you need to amend your start date, contact us! Amendments to bookings are subject to availability. If you need to amend your start date, contact us! Amendments to bookings are subject to availability. Amendments outside 14 days prior to tour start date do not incur any fees. We do not accept start date amendments within 14 days of tour start date.

Cancellations of bookings 30-days or more before the start date will incur a fee of 20% of the indicated price. Cancellations within 30-days prior to arrival or 'no shows' will incur a fee of 100% of the indicated price. Deposit only payments and add-ons such as extra nights or transfers are non-refundable.

Age Restrictions

We offer backpacker-style tours, designed for persons aged 18 – 39 years. Unfortunately persons under 18 years cannot travel with us. We restrict the age of our tours to persons aged above 39 years.

Travel Insurance:

Participants must have adequate travel insurance. This insurance must cover death, personal accident, medical expenses, air ambulance, air rescue, loss of effects, repatriation costs, and all other expenses which may arise as a result of death, loss, damage, injury, delay, inconvenience occurring to the participant. When obtaining travel insurance, the participant must inform the insurer of the type of travel to be undertaken. It is also highly recommended that all passengers take out trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

Travel Documents

It is your responsibility to ensure you have the necessary travel documents for your trip, including valid passport and visa. For entry into most countries you will need to have at least 6 months of validity left on your passport from the date you intend to leave that country. Please check the entry requirements for the country you plan on travelling to.

Trip Cancellations

At times, Ultimate Adventure Travel may be forced to cancel a trip start date, in which case a revised trip date will be offered to you. (Reasons may include, but are not limited to, weather and safety conditions etc). 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 or non-refundable flights. If this occurs and it is not possible for you to participate in a Tour with a different start date we will offer a full refund,

however you shall not be entitled to make any claim for loss arising as a consequence of cancellation or curtailment in these circumstances.

Third Party and Partner Operators

Our "Adventures" 'Experiences' 'Short' and 'Package' products may be operated in conjunction with other tour operators & third party suppliers and are therefore subject to component-specific booking & cancellation policy. Please refer to the FAQ page if there are more for specific booking terms.

General Conduct and Behaviour

Your enjoyment and safety is our main concern, and we want you to have a great time. However, antisocial / abusive / dangerous behaviour will not be tolerated. We reserve the right to ask anyone who is deliberately not complying, or causing trouble, to leave the group – in which case no refund will be given and you will have no claim against Ultimate Adventure Travel.

Acceptance of Risk

By booking your tour with Ultimate Adventure Travel, you acknowledge that the nature of travel is adventurous and participation involves a degree of personal risk. In some cases, you may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use all available information in assessing whether the itinerary should operate and group leaders will always be with you during group activities to advise on best practice with regards to safety however there may still be inherent risks due to the nature of the activity and you need to take all reasonable precautions at all times. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel. You will also need to sign a Participation Form on starting the tour. Note: The consumption of alcohol is at your own risk and we will not be

held liable for any incidents that occur to you under the influence of alcohol. If you chose to drink alcohol at any time during the tour then you accept all responsibility for your own safety and that of your belongings.

Liability:

Ultimate Adventure Travel cannot be held responsible for any loss as a result of failure of any third-parties (including Airlines, Tour Operators & Hoteliers), however we will give every reasonable assistance in helping you to resolve any dispute. The responsibility of Ultimate Adventure Travel as a Tour Operator is limited. We are not liable for any personal injury, death, damage, loss, accident or delay which may be occasioned either by reason of any defect in any vehicle, or through the acts of default of any company or person engaged in conveying you or carrying out the arrangements of the tour or otherwise in connection therewith.

You release Ultimate Travel from all claims and liabilities arising out of or relating to your participation in the tour including (but not limited to) actions (or inactions) of Ultimate Travel undertaken pursuant to these terms and conditions and including those caused or contributed to by third parties including suppliers to Ultimate Travel and other participants on the tour. For the purpose of this clause "claims" means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgment, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.

You indemnify Ultimate Travel for any loss suffered by it and against all claims (as defined in the preceding paragraph) and liabilities arising out of or related to your participation in the tour and any breach by you of these terms.

Ultimate Travel may suspend its obligations under these terms and conditions if its ability to perform is affected by circumstances outside its

control including cyclones, storms, fires, earthquakes, explosions, embargos, government directives, or any law or regulation, litigation or labour dispute, act of god (such as flood) or terrorism or any other cause which is beyond our reasonable control.

Unless required by law or otherwise expressly agreed in writing by Ultimate Travel no refunds are payable and no claims may be made if you do not complete a tour regardless of the reason. You acknowledge that you cannot claim compensation or seek damages if Ultimate Travel exercises any of the rights conferred on it by these terms and conditions unless these terms and conditions expressly provide otherwise.

Drugs and Alcohol

Drug use is not tolerated in any capacity whilst touring with Ultimate. You agree that you will abide by local destination law. Failure to abide by Ultimate Drug's policy can result in dismissal from the Ultimate Tour that you are participating in.

Medical Issues

It is the responsibility of each participant to choose a program appropriate to his or her health and fitness level. If you suffer from any known medical conditions / taking medication, you must let us know in advance.

Please ensure that you carry with you sufficient supplies of any medications you may require, even if you do not use them regularly. Also, if you wear glasses it is a good idea to have a second pair with you. Our package and tour prices do not include travel or medical insurance as it is essential that you are adequately covered. You might also want to consider trip cancellation insurance. Please consult with your health care advisor about any medical issues concerning your trip, including vaccination advice and malaria precautions.

Ultimate Travel is not liable for the sickness or injury of any tour participant. You warrant to us that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in or completing the tour. It is your responsibility to ensure that you are medically capable of completing the tour.

You acknowledge that tours are carried out in areas with limited medical services. You hereby authorise Ultimate Travel to take such action as is necessary (but without any obligation on Ultimate Travel to do so) for the provision of medical services at your cost including but not limited to the arrangement of any medical evacuation service by air or road, the attendance of any nurse, doctor, paramedic or ambulance officer and any necessary hospital service. You must pay on time the costs of those services to the provider of those services or reimburse Ultimate Travel within seven (7) days of demand.

You are not entitled to any refund for any part of a tour that you missed due to sickness, illness or injury or due to other circumstances outside the control of Ultimate Travel.

Suppliers:

We have full confidence in the professionalism of the tour operators with whom we partner and we will do our utmost to ensure 100% professional service and a smooth travel experience for our clients. However, Ultimate Travel acts solely as an agent between clients and local tour operators / transport suppliers / accommodation suppliers / tour guides, and thus cannot accept any responsibility for their services. Any disputes that may arise will be handled through the jurisdiction of each operator's respective place of business.

Clients are responsible for making their own international air-travel arrangements and for taking out travel insurance and trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

Publicity:

You give permission for Ultimate Travel to use images (including still and video) of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

Force Majeure

If Ultimate Adventure travel are required to cancel or make significant changes to a tour because of force majeure we will not be liable

to refund monies or pay any compensation to you. In force majeure circumstances, we will do our best to provide you an alternative date or tour, or a prorated credit towards future travel with Ultimate Adventure Travel. Force Majeure circumstances include, but is not limited to acts of governments or authorities, natural disasters, war or the threat of war, terrorism, closed borders, airline strikes, or any other similar event that is outside our control.