

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 at all times 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.

## **Participant Conduct and Responsibilities**

Your enjoyment and safety, and that of other participants, staff and suppliers, is a priority. Participants are expected to behave in a respectful, lawful and cooperative manner at all times. Ultimate Travel may, acting reasonably, determine that behaviour is unacceptable where it is antisocial, abusive, aggressive, dangerous, disruptive, unlawful, or otherwise interferes with the safety, comfort or enjoyment of other participants, staff, suppliers or members of the public. Where Ultimate Travel reasonably determines that a participant's behaviour breaches these Terms and Conditions or poses a risk to safety or the operation of the tour, we reserve the right to remove that participant from the tour immediately and without further obligation. Removal from a tour for behavioural reasons constitutes a breach of these Terms and Conditions. In such circumstances:

- No refund or compensation will be payable
- Ultimate Travel is not responsible for any additional costs incurred by the participant, including accommodation, transport or onward travel
- The participant will have no claim against Ultimate Travel arising from the removal

Participants are responsible for selecting a program appropriate to their abilities, interests and circumstances, for familiarising themselves with the itinerary and pre-departure information, and for bringing appropriate clothing, equipment and documentation as advised.

## **Health, Fitness and Medical Responsibility**

You are responsible for ensuring that you are physically and mentally fit to participate in your chosen tour. You warrant that you do not have any pre-existing medical condition or impairment that would prevent you from safely completing the tour. You must disclose any relevant medical conditions or medications prior to travel and ensure you carry sufficient supplies of any required medication. You acknowledge that tours may operate in remote areas with limited access to medical services and authorise Ultimate Travel to arrange medical assistance or evacuation at your cost if reasonably necessary. You agree to reimburse Ultimate Travel for any such costs within seven (7) days of demand. No refunds are payable for missed tour components due to illness, injury or personal circumstances.

## **Medical Issues**

It is the responsibility of each participant to select a tour that is appropriate to their physical health, mental health, fitness level, experience and personal circumstances. By making a booking, you confirm that you are medically, physically and mentally capable of participating in the tour independently and without the need for ongoing supervision, assistance or specialised support from Ultimate Travel, its employees, Group Leaders, contractors or suppliers. If you have any known medical condition, injury, illness, disability or mental health condition, or are taking prescribed medication, you must disclose this to Ultimate Travel prior to travel. Based on the information provided, Ultimate Travel may, acting reasonably and in the interests of participant safety and operational feasibility, determine whether participation is appropriate.

Ultimate Travel is a tour operator. Our Group Leaders, operations staff and representatives are not qualified or trained to provide medical treatment, mental health care, psychological counselling, crisis intervention or personal supervision. Our tours may involve physical activity, long travel days, shared accommodation, remote locations, changing environments and variable group dynamics. We cannot guarantee social compatibility, emotional support or a particular group experience.

You acknowledge and agree that:

- Ultimate Travel does not provide medical or mental health support services  
You are responsible for arranging any personal, professional or therapeutic support you may require  
Group tours may involve social, emotional and environmental stressors
- Ultimate Travel cannot reasonably accommodate participants who require physical, psychological or emotional assistance from staff in order to participate safely

Ultimate Travel reserves the right to deny or cancel participation, without liability, where:

- A medical professional advises that you are unfit to travel
- A medical professional advises that you require assistance or supervision to travel
- You indicate that you require physical, mental or emotional support from our staff or Group Leaders to participate
- Based on the information available, we reasonably believe that participation would pose a safety risk to you, other participants, staff or suppliers, or would materially impact the safe operation of the tour

You acknowledge that tours may operate in locations with limited access to medical services. You authorise Ultimate Travel to arrange medical assistance or evacuation where reasonably necessary, at your cost, and you agree to reimburse Ultimate Travel for any such costs within seven (7) days of demand.

Ultimate Travel is not liable for illness, injury, deterioration of physical or mental health, or inability to complete a tour. No refund is payable for any part of a tour missed due to illness, injury, mental health conditions or personal circumstances, except as required by law.

### Drugs and Alcohol

Illicit 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.

### Age Policy

Ultimate Group Tour: Ultimate Travel operates ULTIMATE Group Tours that are specifically designed for travellers aged 18 to 35 years at the time of the tour start date. These age limits apply strictly to ULTIMATE-branded group tours and are enforced to maintain the intended group dynamic and experience. Partner Tours and "Adventures": Ultimate Travel also sells and promotes third-party and partner-operated tours, often referred to on our website as "Adventures", "Experiences", "Packages" or similar. These partner tours are operated by external suppliers and may have different age restrictions, which can vary by destination and product. Each partner tour is subject to the specific terms, conditions and age limits set by the operating partner. It is your responsibility to review the individual tour information on our website to confirm the applicable age requirements before booking. Ultimate Travel is not liable for bookings made that do not meet a partner operator's age criteria.

### Bookings and Payments

#### Payment Due Dates

- All bookings must be paid in full no later than forty-five (45) days prior to the tour start date.
- Bookings made within forty-five (45) days of the tour start date require full payment at the time of booking.
- Ultimate Travel reserves the right to cancel any booking where payment is not received by the required deadline, without liability.

#### Deposits

- Where offered, deposits may be used to secure a booking.
- All deposits are non-refundable.
- The remaining balance must be paid in full by the forty-five (45) day payment deadline.

#### Fees and Charges

- **Booking Fee:** A 1.75% booking fee is applied to all bookings made via our website. This fee reflects charges imposed by our booking platform (Rezdy) and is non-refundable.
- **Card Transaction Fee:** A 3.5% transaction fee applies to payments made by credit or debit card, reflecting charges imposed by our payment gateway provider (eWay). This fee is non-refundable.

#### Bank Transfer Payments

- Customers may elect to pay their final balance by bank transfer in order to avoid the card transaction fee, subject to the following conditions:
- Bank transfer payments are accepted only where more than forty-five (45) days remain before the tour start date
- All bank transfers must be made in Australian Dollars (AUD)
- Full cleared funds must be received by Ultimate Travel by the payment due date
- Proof of payment must be provided
- Any bank fees, international transfer fees or intermediary charges are the responsibility of the customer and must be absorbed by the customer to ensure the full invoiced amount is received
- Bookings made within forty-five (45) days of departure must be paid by credit or debit card only. Bank transfers are not accepted in this period.

### 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 of 45 days prior to tour start date do not incur any fees. We do not accept start date amendments within 30 days of tour start date.

Notice prior to Start Date	Amendment Fee	Cancellation Fee
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0 - 30 Days	Not Permitted - 100% Charge	100% Fee
30 - 45 Days	\$300	50%
45+ Days	\$0	\$300

#### **Travel Insurance:**

Participants must have comprehensive 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.

#### **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.

**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.

**Complaint procedures:**

Ultimate Travel is committed to delivering quality travel experiences and values all customer feedback. We take concerns seriously and review all escalated customer service issues in accordance with our obligations under Australian Consumer Law. If you wish to lodge a complaint, it must be submitted in writing to [operations@ultimate.travel](mailto:operations@ultimate.travel). Providing your full name, booking reference, tour name, departure date and a clear description of the issue will assist us in assessing the matter properly.

All written complaints will be acknowledged within 96 hours. Acknowledgement confirms receipt of your correspondence and that the matter is under review. All escalated feedback and complaints are managed by our Operations Team. When assessing a complaint, we may review booking documentation, tour reports, operational notes, supplier information and post tour survey feedback. Each matter is considered on its individual circumstances. We aim to resolve complaints as promptly as possible. Timeframes may vary depending on the complexity of the issue and whether third party suppliers are involved. If additional time is required, we will advise you.

Customers are encouraged to raise concerns during their tour with their Group Leader where possible. This allows us the opportunity to investigate and address matters in real time. Raising concerns after a tour has concluded may limit our ability to fully investigate or remedy an issue.

Where a service has not met the guarantees under Australian Consumer Law, an appropriate remedy will be provided as required by law. However, not all dissatisfaction constitutes a failure under consumer law. Individual preferences, group dynamics, weather conditions or matters outside of our control do not automatically give rise to compensation. Outcomes are determined based on the facts of each case and our legal obligations. If you are not satisfied with our final response, you may seek independent advice or contact your relevant state or territory consumer protection authority. We encourage resolution directly with our team wherever possible. We are committed to professional and respectful communication and expect the same in return.

**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.