



# Wanderlust Adventure Tours

## Terms & Conditions<sup>§</sup>



### OUR CONTRACT

All bookings are made with Wanderlust Adventure Tours (ABN 56908062883) (us/we). By booking a trip with us, you are deemed to have agreed to these booking conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation.

### BOOKINGS

Dive trips will not run with fewer than 4 people. Bookings will be confirmed once the minimum number has been reached and on receipt of a deposit.

### PAYMENT TERMS

An initial deposit of 30% of the total invoice is required to secure your booking. Final payment must be received 90 days prior to departure. Failure to comply with the payment terms may result in cancellation of your trip and forfeit of the trip deposit. Payment of the deposit means you have read and accepted these terms and conditions. On full payment, you will receive your pre-departure information.

Please note that until payment is finalised, the total amount may change due to currency fluctuations.

#### *Payment methods*

We accept payment by Transferwise, credit card (via Square)\*, and direct bank transfer.

#### *Not included in prices*

Costs of passports and visas; meals other than those specified in the itinerary; excess baggage charges; personal items such as phone calls, laundry, drinks, etc; flights; transfers other than specified in the itinerary; airport taxes (including departure tax); costs in your home country.

### GROUPS

#### *Charters*

Boat charters (up to 8 people) will attract a discount of 10% off the regular rate. A non-refundable deposit of 40% of the total invoice is required to secure charter bookings, with the balance due 120 days prior to departure.

#### *Groups*

Groups consist of a minimum of 4 people booked at the same time. A non-refundable deposit of 40% of the total invoice is required for group bookings, with the balance due 90 days prior to departure.

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\* Credit card payments will be subject to a surcharge of 2.8%



## ACCOMMODATION

Wanderlust Adventure Tours' trip prices are quoted on a twin-share basis. If you require a private room or cabin, a single supplement will apply (price on application).

## AUTHORITY ON TRIP

Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or wellbeing of anyone participating in the trip. If you fail to comply with a decision made by a group leader or interfere with the wellbeing or mobility of the group, the group leader may direct you to leave the trip immediately with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange, and drug regulations of all countries visited.

## INSURANCE

We recommend that every passenger purchases comprehensive trip cancellation, accident, medical, and baggage insurance prior to departure and preferably at the time a deposit is paid, as this may prevent you having to pay fees and charges if cancellation is due to circumstances beyond your control.

You are responsible for arranging all of your travel insurance. Your travel insurance **MUST** cover at least the following: cover against trip cancellation, plus cover for personal liability, injury, medical emergencies and medical evacuation, repatriation in case of death, and other as recommended by your travel agent.

There is no hyperbaric chamber in most of the places we visit so **Divers Alert Network (DAN) Evacuation Cover is compulsory**. You must provide evidence of this prior to trip departure as it is a requirement of the dive operator. If you do not have it, you will be required to purchase it prior to boarding. We strongly recommend DAN insurance or DAN Travel Assist. DAN are the experts in diving-related evacuations and for such incidents (e.g. decompression sickness), mobilisation of evacuation resources by DAN is immediate.

## CANCELLATIONS

Should you wish to cancel your booking, all cancellations need to be advised in writing to Wanderlust Adventure Tours and the following conditions will apply. Bookings cancelled at any time after confirmation are subject to the forfeit of deposit, including any additional deposits required by suppliers. If you or we find someone to take your place, a refund may apply<sup>†</sup>.

### *Individual bookings*

Cancellations made more than 90 days prior to departure will attract a refund of 70% of the invoice, if paid in full, less service fee.

Cancellations made 30-90 days prior to departure will attract a refund of 50% of the invoice, if paid in full, less service fee.

Cancellations made within 30 days of departure are not eligible for a refund, unless you find someone to take your place. Refunds in such instances will be considered on a case-by-case basis. A service fee may apply.

### *Group bookings*

Cancellations made 60-90 days prior to departure will attract a refund of 50% of the invoice, if paid in full, less service fee.

Cancellations made within 60 days of departure are not eligible for a refund.

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<sup>†</sup> Any refunds agreed upon will be subject to a service fee.



## *Cancellation by Wanderlust Adventure Tours*

Wanderlust Adventure Tours reserves the right to cancel or reschedule any trip departure. Reasons for cancelling a trip may be not filling the minimum number of participants, political instability, terrorism, natural disasters, or other such circumstances that may make a trip non-viable. If cancellation is made prior to departure by Wanderlust Adventure Tours due to any of the above, Wanderlust Adventure Tours will refund you in full (less any service fees) or re-book you on another trip.

## REFUNDS

There are no refunds for any part of the trip not used, including (but not limited to) meals, activities, or any other services. If eligible, Wanderlust Adventure Tours will process refunds from cancellations back into the guest's nominated bank account or credit card less any bank transfer fees and any foreign exchange losses.

## SERVICE FEE

Wanderlust Adventure Tours reserves the right to charge a fee for services rendered, irrespective of reason for cancellation. Quotes are inclusive of service fees.

## RESPONSIBILITIES

Travelling with Wanderlust Adventure Tours requires a certain amount of flexibility, and the itinerary is subject to change (for instance, according to weather and other local conditions). You are expected to accept the authority of the guide/leader/local operator at all times.

We always do our best to make sure your trip arrangements are satisfactory and we accept liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence.

However, we cannot accept any liability of whatever nature for the acts, omissions, or default, whether negligent or otherwise, of those airlines, coach or boat operators, shipping companies, hoteliers or other persons providing services in connection with your holiday pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over whom we have no direct and exclusive 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.

## UNDERWATER ACTIVITIES

Wanderlust Adventure Tours, its servants, agents and employees, does not assume any responsibility or liability for the safety of any participating individual in any activity offered by way of tour itinerary including, but not by way of limitation, activities of scuba diving and snorkelling. Clients on all diving tours must be aware that the on-site dive operator has sole responsibility for diving activities and has the right to refuse diving to any individual without recompense for reasons of health including instability or suspect or real intoxication or the results thereof, or for any suspect or real inability or incompetence.

## *Divers and snorkellers*

Scuba divers should be qualified to internationally-recognised "Open water" standard and be medically fit to participate in scuba diving activities. Proof of such may be requested by on-site dive operators. Qualifications should be carried. If in doubt as to qualifications or ability, please discuss with Wanderlust Adventure Tours prior to booking.



## Waiver

Waiver forms must be completed and signed by each diver on booking. You should be supplied with this at the time of initial reservation. If you do not receive the waiver with your invoice, please contact Wanderlust Adventure Tours.

## PASSPORT AND VISAS

Please ensure your passport is valid for at least 6 months after the trip finish date. A visa may be required for your destination — please check with your travel agent.

## HEALTH AND VACCINATIONS

Check with your doctor regarding travel vaccinations — they are your responsibility, so please make sure you have the appropriate ones.

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<sup>§</sup> Please note that terms and conditions are subject to change without notice. Please see the website for the most up-to-date version.