

BOOKING TERMS AND CONDITIONS

Before booking a tour with Taste Travel Food Adventure Tours (ABN 76 906 887 960) (we/us/our) you (you/your) should read the booking terms and conditions. You should also read the "essential tour information" document relating to your particular tour. Booking a tour with us constitutes that you agree to, and understand, the booking terms and conditions set out below.

1. BOOKING CONTRACT

Any bookings made with us are confirmed upon the receipt of a deposit (or full payment) and, henceforth, a contract has been created between you and us. To make a booking you must be 18 years or over and provide complete and accurate information to us. The services we provide as part of this contract will be indicated in your booking confirmation.

2. PRICES

Upon receipt of your full payment we cannot increase the price of the tour. Prices are subject to change at any time due to circumstances beyond the control of us. Such circumstances may be, but not limited to, increases in costs of transportation, local operators, taxes or adverse variations in exchange rates. In cases where your full payment has not been received, we reserve the right to increase the cost of the tour. Depending on your payment method, a surcharge may be applied to you when paying with PayPal or credit card. We are not responsible and will not refund any surcharges should you cancel your booking.

3. DEPOSIT

A non-refundable deposit of \$350.00 per person, per trip, is required for your booking to be confirmed. Or, if you make your booking within 60 days of the commencement of the tour you are required to pay the full amount of the tour cost.

4. FULL PAYMENTS

The balance of the tour cost needs to be paid in full at least 60 days before the commencement of the tour. Failure to pay the balance before the due date may result in your booking being cancelled by us.

5. YOUR DETAILS

You are required to provide us with your details so that we can make travel arrangements and bookings on your behalf. Details include, but are not limited to,

your full name (as per your passport), date of birth, nationality, passport number, and passport expiry date. Failure to provide these details may result in your booking being cancelled by us.

6. AGE REQUIREMENTS

You must be over 18 years of age to book this tour. Anyone under 18 years as of the tour commencement date is considered a minor and must be accompanied by an adult. Booking a tour with a minor is subject to approval by us. The minimum age for travelling on a tour with us is 13 years.

7. MEDICAL INFORMATION

You are required to disclose any pre-existing medical conditions (including mental health conditions) that may impact your ability to take part on the tour. We reserve the right to request further information regarding your medical condition, including opinions from a medical professional. We further reserve the right to refuse or cancel your booking based on the information you provide. If you have a pre-existing medical condition, we strongly recommend you take out pre-existing medical cover if available.

It is your responsibility to ascertain if a particular tour is appropriate for you and to evaluate the risks involved, based on your capabilities, limitations, level of fitness, and any medical conditions you may have.

We do not offer medical advice so it is your responsibility to consult a medical professional in relation to any existing conditions you may have, and any vaccines or medicines you may require for the tour.

We travel to developing nations and often medical care will not be as comprehensive or of a standard that you may be used to. On some tours we visit remote areas where medical help may be more than one hour away. You agree to take part on this tour at your own risk.

8. TRAVEL INSURANCE

You are responsible for organising your own travel insurance. Travel insurance is compulsory on all our trips, and should include unlimited medical expenses, including repatriation. You will not be permitted to take part in the tour if you do not have this cover.

We strongly recommended that you are also covered for personal liability, cancellation, curtailment, loss of luggage and personal effects, and any other cover that may further protect you. You will need to provide evidence of your policy,

including the insurance company's 24-hour emergency contact number once you make your final payment.

If you are using credit card insurance you should provide details of the participating insurer/underwriter, level of coverage, policy number and the company's emergency contact number. Failure to provide these details may result in your booking being cancelled by us.

9. CANCELLATION BY THE TRAVELLER

If you cancel your booking at any time cancellation fees will apply. You must provide written advice of your cancellation via email to info@tastetravel.com.au

If you cancel your booking more than 60 days before the departure date you forfeit your deposit, \$350.00. In the case that you paid in full at the time of booking and you cancel more than 60 days before the departure date you will receive a full refund, less a \$350.00 cancellation fee.

If you cancel your booking between 31 and 60 days before the departure date you will receive a refund of 50% of the total cost of the tour.

If you cancel your booking 30 days or less before the departure date you will forfeit 100% of the tour price paid.

The cost of any pre or post accommodation or optional activities that you have booked and paid for through us may be forfeited. If we can cancel any booking you may receive a refund, less any cancellation fee.

In the event that you fail to join the tour, arrive late, or leave the tour before it ends, you will not receive any refund. In the event that you arrive late, due to any circumstance, and it is possible to catch up with the group, it is your responsibility to make your own way. We strongly recommend that you purchase cancellation and curtailment cover in your travel insurance policy.

10. CANCELLATION BY US

Departure of our tours is only guaranteed once the minimum number of travellers have booked, which can be different for each tour. We will inform you once the departure is guaranteed no less than 90 days of the departure date. If the tour is cancelled by us due to insufficient numbers, you will receive a full refund of the total cost of the tour. You should not book your flights or make any other arrangements until we guarantee the tour's departure.

We may need to cancel a tour at any time (before departure or during the tour) due to events which are beyond our control and make it unsafe to conduct or continue the tour. These events may be, but not limited to, natural disasters, terrorism, political

instability, or any other event deemed by us which makes the tour unsafe to proceed. If your trip is cancelled, you can allocate any amounts already paid to an alternative tour or departure date. You may also opt to receive a refund, however, if the tour is cancelled due to events beyond our control the refund will be less any costs we cannot recover.

We take no responsibility for other expenses you have incurred such as, but not limited to, flights, visas, insurance, and vaccinations purchased in relation to your booking. We strongly recommend including cancellation cover and natural disaster cover in your travel insurance policy.

11. BOOKING AMENDMENTS

If you wish to amend your booking in any way you must do so more than 60 days prior to the tour departure date. Accepted amendments include change of tour, change of departure date, and transfer of booking to another person. Amendments will incur a fee of \$250, in addition to any costs we cannot recover relating to your booking. Amendments are not allowed within 60 days of departure and our cancellation policy will apply if you cannot join the tour. If there is no other tour or departure date suitable to you, our cancellation policy will apply if you cannot join a tour. Transfer of booking to another person is only allowed if that person meets the requirements of the tour.

12. INCLUSIONS

The price of your tour includes:

- All accommodations as listed in the itinerary
- All meals as listed in the itinerary
- All ground transport as listed in the itinerary
- Entry to all activities and tours listed in the itinerary

13. EXCLUSIONS

The price of your tour does not include:

- International airfares
- Airport transfers
- Meals not included in the itinerary
- Beverages/drinks other than those listed in the itinerary
- Visa and passport fees
- Travel Insurance
- Optional activities
- Tips/gratuities

14. TRAVEL DOCUMENTS

You must ensure that you have your passport with at least six months of validity when traveling internationally. Ensure that your passport is set to expire at least six months after the final day of travel. Visas are your own responsibility and entry requirements can change from time to time, so make sure you check for the latest information. We take no responsibility if you are refused entry to any country for any reason, or if you do not have a valid passport, visa, or any other required documentation.

15. CHANGE OF ITINERARY

Itinerary changes may occur at any time before a tour due to regular updates and improvements. We strive to follow the itinerary of each tour, however, sometimes due to factors beyond our control, we need to change or modify the tour. We reserve the right to change any itineraries, however, if this occurs, we will endeavour to replace any activity, accommodation, or transportation with something of a similar nature and value.

In an emergency situation, due to circumstances beyond our control, we reserve the right to change or modify the itinerary due to safety concerns. In this situation, you will be responsible for any additional costs related to the change of itinerary. You accept that travel on this type of tour involves having flexible expectations and you allow for alternative arrangements. You understand that activities, accommodations, transportation, facilities, or any part of the itinerary may change due to any circumstance without notice.

16. AIRFARES

The tour price does not include international or other airfares. You are responsible for booking your own flights and assume responsibility that you will arrive before, or on the date of departure. If your flight is delayed you take full responsibility and, if possible, make your own way to catch up with the group, if already departed.

17. AUTHORITY & TOUR RULES

We have a group leader on all our tours who is responsible for decisions related to the safety and welfare of all members travelling on the tour. If you conduct yourself in any way that negatively impacts the group, such as, but not limited to, verbal or physical abuse, sexual harassment, any form of racism or prejudice you may face being expelled from the tour. The use or possession of illegal drugs by you will not be tolerated on our tours. You should familiarise yourself with local laws and regulations in each country visited and comply to them. You agree to our rules set out here and in any other document we supply to you relating to each particular

tour. The group leader's decision regarding safety and welfare is final, and failure to comply may result in you being expelled from the tour without any refund.

18. ACCEPTANCE OF RISK

You acknowledge and accept that the nature of the tour is adventurous, and your participation entails a degree of personal risk. You will visit locations where cultural, political, and environmental characteristics pose hazards and demands which may be more challenging than in your normal life. We access reports and information from governmental foreign departments to assess if any tour should depart. However, you are responsible to familiarise yourself with any applicable travel information relating to the country you are visiting, and the activities involved in your itinerary. You acknowledge and accept that your decision to travel is made in consideration of that information. You acknowledge and accept all such risks and release us from all claims and causes of action arising from any damages, injuries, or death resulting from these risks.

19. LIMITATION OF LIABILITY

To the fullest extent permitted by law, we, our officers, employees, agents, and representatives shall not be held liable for any damage or loss of property, or injury, illness, or death that you might suffer, directly or indirectly, due to, or resulting from, your participation in any of our tours. You release us, our officers, employees, agents and representatives from any liability and explicitly waive any claim or claims against us due to, or resulting from, your participation in any of our tours.

To the fullest extent permitted by law, we, our officers, employees, agents and representatives shall not be held liable for any unintentional breach of implied warranty related to any tour and its itinerary. In the case an implied warranty cannot be excluded from liability, then any liability will be limited to a refund of the price paid for the tour, less any non-refundable deposit, unrecoverable costs, or payment surcharge.

To the fullest extent permitted by law, we are not responsible for any damage or loss of property, or injury, illness, or death that you might suffer, that is caused by the negligent acts, or omissions, of any third party supplier which we engage as part of our tours.

To the fullest extent permitted by law, we are not liable to you for any loss or anticipated loss of profit or revenue, indirect loss, loss of use, loss of contract or any other loss or damage of a similar nature.

20. FORCE MAJEURE

To the fullest extent permitted by law, we will not be held liable in any way for any damage or loss of property, or injury, illness, or death, delay or other loss or detriment to any person or property, or financial costs both direct and indirectly incurred that you might suffer, or if we fail to commence, perform or complete any obligation owed to you is caused by, but not limited to, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil unrest, interference by authorities or governments, political disturbance, rioting or insurgency, fire, flood, earthquake, extreme weather conditions, or any other cause whatsoever beyond the reasonable control us or any third party supplier.

21. OPTIONAL ACTIVITIES

Optional activities listed, and not listed, in our tour itineraries are not included in the tour price and do not form part of the tour or this contract. We will not be held liable for any optional activities you decide to participate in. You agree that any assistance given by us (including your group leader) in arranging, selecting, or booking, any optional activity is entirely at your request. We are not liable for your participation in any optional activity and you agree that the contract for any such activity is between you and the provider.

22. COMPLAINTS

If you have a complaint against us, you must inform your group leader at your earliest opportunity so that they can attempt to rectify your grievance. Failure to express your complaint during the tour will result in your ability to make any claim void. If satisfaction is not reached on the tour you should contact us in writing within 30 days of the tour end date.

23. SEVERABILITY

If any of the terms or conditions contained in these Booking Terms and Conditions is so broad as to be unenforceable that provision will be severed from the contract, or amended accordingly, and the remainder of the Booking Terms and conditions will continue to be effective and binding.

24. PHOTOS AND MARKETING

You consent that any images, photographs, or videos taken by us, or any other participant, on the tour can be used for any promotional or advertising purpose, and in any medium, we choose. You consent to any such pictures being taken and grant a perpetual, royalty-free, worldwide, irrevocable licence to us to use any images, photographs, or videos for publicity and promotional purposes.

25. PRIVACY POLICY

We need to collect personal information about you which will be used for the purposes associated with booking your tour. We may also use your personal information to send you marketing material related to events and special offers. The information may also be given to our agents, service providers or other suppliers to facilitate the operation of the tour. We will otherwise treat your private information in accordance with our privacy policy which is available on our website. By submitting your personal information to us, you accept our privacy policy.

26. APPLICABLE LAW

These Booking Terms and Conditions are subject to the laws of Queensland, to the fullest extent allowable. Any matters arising from them are subject to the courts of Queensland, Australia.

27. REGISTERED ADDRESS

36 Riveroak Way Sippy Downs, Queensland, Australia, 4556.