

STANDARD BOOKING TERMS & CONDITIONS FOR ALQUEMIE

Definitions in these booking conditions

"We" or "us" or "our" means Alquemie, ACN 83 094 378 168 - "you" or "your" means the person/people travelling - "travel arrangements" means the tours, holidays, transfers, accommodation we book for you - "supplier" means the person or company operating the services that we book for you - "booking conditions" means the terms and conditions set out hereunder.

Booking your holiday

A booking is accepted only after we receive a completed booking form and a non-refundable deposit of 20% of the value of the travel arrangements, (or full pre-payment for any accommodation booked in Sydney over NYE (December 31st), or when expressly required by a supplier). If the booking is made within 60 days of the travel date, then full payment is required at the time of confirmation. Payment of a deposit and your submission of a completed booking form will indicate an acceptance of these booking conditions by you.

Final payment

The balance of payment due for your travel arrangements must be paid by you not later than 60 days before the travel date. For credit card payment, a handling fee applies of 2.5% for Visa and Mastercard, 3.3% for American Express.

Price policy

We offer our clients customised packages of land and / or air services using various suppliers. The price of your travel arrangements is subject to the possibility of changes and surcharges beyond our control and may occur because of different reasons such as governmental action, currency exchange rate fluctuation, increases in suppliers' prices, etc. If the price of your travel arrangements is increased by matters out of our control then you must either pay the additional price to us when we request it or cancel your travel arrangements in accordance with these booking terms & conditions. **Amendments** We reserve the right to charge AU \$100 per change in the event of you wishing to transfer to another tour, change a confirmed booking or change your confirmed travel arrangements in any way. This is in addition to any cancellation or other charge levied by suppliers. While we will endeavour to provide all travel arrangements as confirmed, reasonable last minute changes in the travel arrangements may be made without notice to you if deemed necessary or advisable by the supplier in their discretion.

Cancellations

Cancellation of your travel arrangements by you must be notified to us in writing, and will take effect the day we receive it. The following penalties will apply dependent upon the number of days before your travel arrangements commence:

- More than 60 days - forfeit of the 20% deposit
- Between 30 and 60 days - 50% of land cost (including charter flights)
- Less than 30 days – no refund on land cost (including charter flights)

*Commercial air flight and airfare cancellation charges will be incurred by you in accordance with airline tariff regulations and will vary according to the type of airfare utilised.

Our cancellation provisions hereby override any conflicting cancellation provisions set out by any suppliers used by us.

No refund is available to you for cancellations after commencement of your travel arrangements or on unused services.

Passports and visas

You must ensure that your passport and travel documentation is in order and that you have obtained the necessary visa and all other requirements for your travel arrangements. We will not be held responsible for you travelling without the correct travel documents.

International and domestic air bookings

As travel arrangements may be booked to connect with international and domestic air flights it is your responsibility to keep us updated as to flight times and numbers of flights booked by you.

Travel insurance

It is a condition of booking the travel arrangements that you are adequately insured for the full duration of your travel in respect of illness, injury, death, loss of baggage and personal items, cancellation and curtailment. The choice of insurer is at your sole discretion. In signing the booking form you confirm that you either have or will have procured such insurance before the commencement of your travel arrangements.

Responsibility

We act only as a coordinator for all passengers (including you) with respect to services provided by underlying suppliers, including hotels, lodges, restaurants, road transport providers, professional guides, air charter services, and other activities. We do not own, manage, control or operate any transportation vehicle, any hotel or any other supplier of services.

All bookings with us are therefore subject to the limitations of liability imposed by the underlying suppliers involved in your travel arrangements. We assume no responsibility for any loss, damage to baggage or property or for injury, illness or death or for any damages or claims however so caused arising directly or indirectly from accidents, loss or damage to person or property, delays, transport failures, strikes, war, force majeure, acts of god etc. Or any other loss arising from or pursuant to your travel arrangements.

Severability

If any of these booking conditions are invalid or unenforceable then subject to law, all other provisions of these booking conditions shall be and continue to be valid and enforceable.

Arbitration

When your booking is confirmed with us, a contract between us and you is constituted. That contract and these booking terms and conditions shall be governed in all respects by the laws of Australia. Should the unlikely situation arise that you encounter some problem on your travel arrangements it is always better to try and solve it on the spot with the supplier of the services involved. If this is not possible and you wish to lodge a complaint this should be sent to us in writing.