

# ORMINA TOURS TERMS AND CONDITIONS

## OBLIGATIONS OF ORMINA TOURS

### 1. Arranging Holiday Tour

- 1.1 Ormina Tours is responsible to you for properly arranging and conducting your holiday tour.

### 2. Interests, Deposit and Balance Payment

- 2.1 Ormina Tours will be entitled to keep any interest earned on deposits and ticket prices paid by you for each holiday tour.
- 2.2 All monies paid by you to Ormina Tours whether in respect of a deposit or full payment, may be disbursed by Ormina Tours as and when it sees fit, in respect of the services to be provided and/or fees payable under the holiday tour program. The payment of a deposit or any other monies in respect of your holiday tour shall be deemed to be an authorisation to disburse the money as specified in this condition.

### 3. Liability

- 3.1 As Tour Operator, Ormina Tours makes arrangements with carriers, hoteliers and other independent suppliers to provide you with some or all the travel services you purchase. These parties are independent suppliers over whom Ormina Tours has no direct control. Ormina Tours is responsible to you for properly arranging and conducting your holiday tour only. Unless caused by its own negligence, Ormina Tours is not responsible for and accepts no liability in respect of any claims, losses, damages, costs or expenses arising out of:
  - 3.1(a) Personal injury, sickness, disease, accident or death, however caused, including without limitation, where personal injury, sickness, disease, accident or death results from your conduct on your holiday tour;
  - 3.1(b) Loss or damage to or delay of baggage or other property unless resulting from Ormina Tours' negligence in which case Ormina Tours' liability shall be limited to your actual loss but in no event would it exceed the total holiday tour cost;
  - 3.1(c) Delays and loss due to government action, weather, mechanical breakdown, equipment failure, labour disputes, sickness, acts of war, insurrection, terrorism, Acts of God or any other causes beyond Ormina Tours' direct control. Ormina Tours cannot be responsible for interruption of an air carrier service due to an airline default;
  - 3.1(d) Acts or omissions, whether negligent or otherwise, of suppliers of services or their personnel (including, without limitation, transportation and accommodation services) or of any other person or body unless such a person or body is employed by us, or is an agent of ours, and is acting within the scope of his or her authority. In no event is Ormina Tours liable for the acts or omissions of independent third party contractors or of its own employees or agents acting outside the scope of their duties;
  - 3.1(e) Loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following:
    - (i) Any matter or topic described in sub-paragraphs to inclusive above;
    - (ii) Your failure to obtain the necessary documentation to travel;
    - (iii) Your failure to arrive on time for initial departure or for connections within the holiday tour or to stay within or join your holiday tour at any time after initial departure;
    - (iv) Your leaving the holiday tour prior to its completion;
    - (v) The need for Ormina Tours to change itineraries or substitute accommodation or services, provided that Ormina Tours makes every effort to supply the most comparable services and accommodation available;
    - (vi) Cancellation of the holiday tour by Ormina Tours provided that a full refund of all monies paid is made to you;
    - (vii) You voluntarily taking part in any sports or other similar activities, and you thereby acknowledge and assume any of the risks inherent therein. In the absence of negligence on its part, or on the part of its agents and representatives, neither Ormina Tours nor its agents and representatives accept any responsibility for, and shall not be liable for, any injury, illness, damage, loss, accident, expense, delay or any other irregularity resulting from your participation in any of the activities made available to you.
- 3.2 Ormina Tours takes every reasonable precaution possible to assure your comfort, safety, and enjoyment while you are taking part in an Ormina Tours holiday tour. However, no liability in tort or contract will be accepted for the duration of this holiday tour. A change of climate, food, time and varied cultural habits often affects travellers differently. We therefore recommend that you advise your doctor that you are taking one of our holiday tours and ask if he or she recommends anything for your trip, even for something as seemingly benign as an upset stomach. Since the brands of any medication to which you are accustomed may be unavailable in places to which you are travelling, we recommend you bring your own supply of any medication you will require and carry such medication in your hand luggage. Prescription drugs should be carried in the original labelled bottles. Should you fall ill during your Ormina Tours holiday tour, we will make every reasonable effort to make prompt, sanitary, safe and proper medical care available to you. However, if at anytime or anywhere treatments of any sort are suggested to you that do not meet your needs or expectations, you should not hesitate to contact your own doctor. Also, please note that the same sorts of activities that can expose you to certain types of diseases at home can just as easily expose you to those same diseases abroad. This information is provided only for your convenience and we are not responsible or liable for any damages resulting from your failure to confirm or ascertain health information or medical precautions, for the places, which you will be visiting.
- 3.3 Ormina Tours is responsible for taking care to arrange and conduct your holiday properly. With you in mind, Ormina Tours have accepted applications from and interviewed numerous potential employees, and then selected only those people whom it believes in our best judgement would be responsible and congenial Tour Managers, Representatives and Drivers. Although Ormina Tours firmly believes, based on personal interviews and certain disclosures made to Ormina Tours by its employees, that all of its employees enjoy excellent health, Ormina Tours, like other tour operators, are legally unable to confirm this in most, if not all, instances.

## Your Responsibilities

### 1. Booking your Holiday

In order to reserve your holiday tour, a deposit is required of AUD \$300.00, per person for each holiday tour booked. Ormina Tours accepts the deposit as a first instalment of the holiday price only once Ormina Tours has confirmed the booking.

### 2. Paying the Balance

- 2.1 The balance of the holiday tour price must be paid by no later than 60 days before your scheduled holiday departure date from Australia, which shall be by the due date stated on the confirmation issued to you by Ormina Tours.
- 2.2 If payment isn't made and received by Ormina Tours by the due date, Ormina Tours may assume that you have cancelled your booking and Ormina Tours will levy cancellation charges in accordance with condition 3 below.
- 2.3 Tickets and other documents will not be forwarded to you by Ormina Tours until full payment has been received by Ormina Tours.
- 2.4 In the case of Late Bookings which are bookings for holiday tours made within 45 days of your departure from Australia, the full cost of the holiday tour price will be payable immediately on booking and Ormina Tours reserves the right to provide all travel documents at the holiday tour departure point.
- 2.5 Ormina Tours reserves the right to cancel any booking and apply cancellation charges should payments not be received within the above-specified periods.

### 3. If You Cancel

- 3.1 Notice of cancellation of a booking must be made in writing to Ormina Tours.
- 3.2 Your deposit is non-refundable upon cancellation of a booking by you.

- 3.3 Upon cancellation of a booking you will receive a refund of only 25% of the holiday tour cost, for cancellations of bookings made 55 days prior to the holiday tour departure date. If you fail to join a holiday tour or join it after its departure date or leave it prior to its completion, no holiday tour price refund can be made to you by Ormina Tours. Please note that if the insurance company refund the reason for cancellation falls within the specific terms of any holiday insurance policy, which you hold, then you may apply, for costs, subject to the terms of your insurance policy, to you.
- 3.5 No refund is available to you if you give Ormina Tours notice of your no show or cancellation 40 days or less prior to the holiday departure dates.

### 4. Holiday Details and Conditions

- 4.1 Persons with disabilities must contact Ormina Tours staff as soon as possible before any holiday tour to determine if the particular holiday tour would be appropriate for their needs and to discuss what reasonable accommodation may be provided and to give Ormina Tours the opportunity to arrange the reasonable accommodation. In many countries public facilities and accommodation for persons with disabilities will cause difficulties, restrictions and hardships over which Ormina Tours will have no control. In addition, Ormina Tours cannot provide personal devices or individually prescribed devices, nor can Ormina Tours provide services of a personal nature, such as assistance in eating, toileting or dressing. In some cases it may be appropriate to bring a personal assistant. If you have a disability and do not contact Ormina Tours sufficiently in advance of a holiday tour, Ormina Tours may not be able to accommodate you on a holiday tour and you could be refused a booking or be asked to leave the holiday tour once the holiday tour had commenced.
- 4.2 There may be times when the Ormina Tours Tour Manager or Representative has to make a decision in the best interests of their group. You agree to comply with the authority and decisions of the appointed Ormina Tours Tour Manager or Representative and the laws of the country in which you are travelling. If you do not comply or if, in the Ormina Tours Tour Manager's or Representative's opinion, you are not compatible with the general enjoyment and well being of other members of the holiday tour or the smooth operation of the holiday tour itself, Ormina Tours reserve the right to refuse to let you continue with the holiday tour. In such event, you will be responsible for your own repatriation and related costs and have no claims against Ormina Tours.
- 4.3 It is your responsibility to have a valid passport and all visas, permits and certificates required for your selected holiday tour as well as any necessary vaccinations and to comply with all applicable laws in the Commonwealth of Australia and every country visited on the holiday tour.
- 4.4 Should you have a complaint in respect of the holiday tour, you should inform the Ormina Tours, tour Manager or Representative during the course of the holiday tour and if the matter cannot be resolved after the Tour Manager or Representative's best endeavours to do so during the holiday tour, your complaint should be lodged with Ormina Tours as soon as is reasonably possible after the holiday tour within 42 days of the completion so that your complaint can be investigated. Any claims made after the 42-day period will not be considered by Ormina Tours.
- 4.5 (a) This contract and all matters arising in respect of the terms Western Australia.  
(b) If any part of this contract is held invalid or unenforceable by any court of competent jurisdiction, that part is or will be severed from these terms and conditions and all other parts will remain in full force

### 5. Insurance

- 5.1 You must take out comprehensive insurance cover for cancellation, medical expenses, personal accident, personal baggage, money and public liability before you will be accepted on an Ormina Tours holiday tour. Please note that there will be no travel insurance provided unless you request it from your Travel Agent and the payment is forwarded to Ormina Tours. Please ensure that the insurance covers all the activities that you are going to be participating in. Some insurance policies exclude certain adventure activities.

### 6. Illness or Absenteeism

- 6.1 In the event of your withdrawal from a holiday tour after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. Ormina Tours can make no refunds for absences from a holiday tour, including but not limited to missed meals or sightseeing.

### 7. What's Not Included in the Holiday Price

- 7.1 Airport taxes, air surcharges, passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to tour managers, drivers and local guides, items of a personal nature, excess baggage, optional excursions are not included in the cost of the holiday tour price.

### 8. Weather Conditions

- 8.1 Under no circumstances can Ormina Tours be held responsible for snow or weather conditions encountered during a holiday tour, nor can any holiday tour be cancelled or amended by you at any time on the basis of snow or weather conditions.

## GENERAL

### 1. Contracting Parties

- 1.1 These terms and conditions constitute the entire contract between you and Ormina Tours. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. A duly authorised officer or director of Ormina Tours may only vary this contract in writing.
- 1.2 Ormina Tours is not a carrier or hotelier nor does it own aircraft, hotels or coaches. Those carriers, hoteliers, and other service providers subject to the terms and conditions and limitations of liability impose all bookings with carriers, hoteliers and other service providers. Please note that some of these limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. Whilst Ormina Tours cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any third parties, Ormina Tours will give you every reasonable assistance in helping to resolve any reasonable dispute. Please also note that Ormina Tours cannot be held responsible for the failure of any of these parties to provide facilities or services for handicapped clients.
- 1.3 No airline or carrier depicted or recommended in any Ormina Tours brochures by virtue of their endorsement of its brochures represent themselves either as contracting with any purchaser of a holiday tour from Ormina Tours or as having any other legal relationship with any such purchaser.

### 2. Operating Companies

- 2.1 The programmes advertised in the brochures are operated by Francesca Conti trading as Dial and Travel or Ormina Tours, ABN 24 467 752 723.

### 3. Scenery Featured

- 3.1 The illustrations in the Ormina Tours brochure are of towns featured in the respective holiday tours, but may not necessarily be visited during a holiday tour.

### 4. Consumer Protection

- 4.1 Francesca Conti and Dial and Travel trading as Ormina Tours, ABN 24 467 752 723, Travel Agent Licence Number 9TA00140 is a member of the Travel Compensation Fund and a member of AFTA and keeps all its clients' monies in an Accredited Trust Account.

### Booking Form to:

Dial and Travel  
Shop 4 424 Roberts Road Subiaco Western Australia 6008  
Tel: +61 08 9382 4231  
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