

## **Terms and conditions for ATC's Little Tibet Tour**

We are the Australia Tibet Council (ATC), a registered charity and Tibet advocacy organisation which is based and registered in Australia, ABN 15 088 312 529.

Our address is PO Box 395, Narrabeen, NSW 2101, Australia.

In this document, "you" and "your" include the person named on the booking (who must be at least 18 years old at the time of booking) and all persons on whose behalf you make a booking. References to "we" or "our" in this document shall be a reference to ATC.

**These are the agreed terms for our provision and your participation in the Little Tibet Tour (the Tour), a guided visit to Dharamsala, India, starting and ending in Delhi, India.**

### **1. The contract between us**

- 1.1. These terms and conditions are your contract with us for provision of the Tour.
- 1.2. The contract between us comes into existence when we send our deposit confirmation receipt to you. You will have undertaken to pay for your booking and we will have undertaken to provide you with the Tour we describe on our website.
- 1.3. If we are unable to accept your booking, we will of course return your payment to you immediately.
- 1.4. For you to make a booking, we require your deposit and a completed booking form for the Tour. Our deposit confirmation receipt will be sent to you by post or email. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.
- 1.5. If you make a booking on behalf of others as well as yourself, you guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly and severally liable to us.

### **2. What is included in the price of a Little Tibet Tour?**

- 2.1. Accommodation for 11 nights in 3-star hotels on a twin share basis (including breakfasts);
- 2.2. Return Delhi-Dharamsala flights;
- 2.3. Local transport in Dharamsala as per itinerary;
- 2.4. All sightseeing and activities as per itinerary;
- 2.5. An experienced Australia Tibet Council tour leader;
- 2.6. Donation of \$1,200 to ATC (Please note that donations to ATC are not tax deductible).

### **3. What is NOT included?**

- 3.1. International flight(s) to Delhi;
- 3.2. Visas and passport costs;
- 3.3. Travel insurance, including cover for emergency medical expenses (compulsory) or any other insurance personal to you;
- 3.4. Vaccinations and medication, before, during and after the Tour;
- 3.5. Some lunches and dinners are provided but most lunches and dinners are at your own cost;
- 3.6. Alcoholic beverages;
- 3.7. Personal expenses;
- 3.8. Tips and gratuities you personally choose to give (ATC will give tips and gratuities on behalf of the Tour group where we consider appropriate);
- 3.9. Any additional sightseeing or activities in Dharamsala or India.

### **4. Paying for the Tour**

- 4.1. To complete your booking, you must pay a deposit of \$2,350 (approximately 50% of the total cost). The balance of the Tour price must be paid at least 60 days before your departure date. If the balance is not paid on time, we are entitled to treat it as a cancellation by you and retain the cancellation costs as per Clause 7.
- 4.2. Any booking made less than 60 days prior to the departure date must be accompanied by full payment at the time of making the booking.
- 4.3. We shall not change the price of your booking once we have accepted your booking.

### **5. Minimum participants required for the Tour**

- 5.1. A minimum number of participants are required in order for the Tour to go ahead. Therefore, we have a right to postpone or cancel a Tour for which there are insufficient reservations.
- 5.2. In the event of any such cancellation, all deposits or other payments made specifically to ATC for the Tour will be refunded in full.
- 5.3. We reserve the right to cancel a Tour for which there are not enough bookings, not less than 60 days prior to the departure date. In the event of cancellation by us, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred towards a booking for the next year's tour.
- 5.4. You agree that all these provisions are reasonable.
- 5.5. While we do not expect to have to postpone or cancel the Tour, we strongly recommend you ensure that you have travel insurance in place including adequate trip cancellation cover which starts no later than the date you make your booking with us.

## 6. Cancellation, postponement or alteration because of Force Majeure events

In the event of the necessary cancellation or postponement of the Tour due to any cause outside the reasonable control of ATC (which causes are referred to in this document as “Force Majeure”), including, but not limited to: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, national strikes, governmental acts or omissions, changes in laws or regulations or closure of borders, then ATC is entitled to change dates and arrangements to facilitate the provision of a trip of the same standard, quality and duration as the original itinerary. In the event of a Force Majeure cancellation of the Tour, or if the postponed dates or altered arrangements are not acceptable to you, ATC will make all reasonable efforts to return to you as much of the money you have paid as is possible. You accept that some of the money you have paid may not be able to be returned to you subject to the refund and cancellation policies of the accommodation and travel providers used for the Tour.

## 7. Cancellation by you

7.1. If you or a member of your party needs to cancel your booking, you must tell us by email or in writing. We will not accept a cancellation by telephone alone. Cancellation incurs costs for us. Costs vary considerably and are not always precisely identifiable. We therefore charge a rounded cancellation fee as follows:

**For cancellation occurring:**

60 or more days before departure:	\$500
between 59 and 14 days before departure:	50% of total cost
14 days or fewer before departure:	No refund possible

7.2. In any circumstances giving rise to cancellation, we will consider, at our discretion, allowing you to transfer the money you have paid towards a booking for the next year’s tour.

7.3. In any of the above circumstances, we will return any money due to you within 21 days.

**Note: We strongly recommend that you take out travel insurance which covers the cost of cancellation.**

## 8. If you have a complaint

Your point of contact during the Tour will be:

Zoe Bedford, [zoe.bedford@atc.org.au](mailto:zoe.bedford@atc.org.au), PO Box 395, Narrabeen NSW 2101

You can also contact ATC Co-Chair, Katie Camarena, at [katie.camarena@atc.org.au](mailto:katie.camarena@atc.org.au)

If you have a problem during the Tour it is most important that you immediately inform our ATC representative on the Tour. If you complain only after you have returned home, we shall not be able to investigate the problem - for your benefit and ours. If you feel our representative has not resolved to your problem please write to us within 14 days of your return giving us concise details of the complaint and any subsequent history.

## 9. Limitations on our liability

9.1. We want you to enjoy a perfect visit to Dharamsala. We shall do our best to make this experience special for you. Nonetheless, we must make clear the limitations in law.

- 9.2. If the Tour is unable to be provided as set out on our website, we are not liable if any failure is due to:
- 9.2.1 your own carelessness or negligence in any aspect of your behaviour whilst on the Tour;
  - 9.2.2 medical emergencies, including COVID-19;
  - 9.2.3 laws, culture and standards of service and behaviour in any country we may visit;
  - 9.2.4 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of your booking;
  - 9.2.5 some third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;
  - 9.2.6 any other unusual and unforeseeable circumstances beyond our control;
  - 9.2.7 a specific event or series of events which we or any contractors or providers we use could not reasonably have foreseen or prevented;
- 9.3. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else.
- 9.4. If you choose to buy other goods or services during the Tour, those are not part of our service, even if our representative helps you to buy or arrange them. Accordingly, we are not liable to you for any happening in connection with that service or goods.
- 9.5. It is a condition of this contract that you take out a policy of travel insurance. You alone are wholly responsible for arranging your insurance. The period of cover should start no later than the date you make your booking with us.

## **10. Release and waiver of liability**

In consideration of ATC accepting your booking and allowing your participation in the Tour, to the extent permitted by law, you waive any and all claims you may now or in the future have against ATC, its officers, employees, agents or representatives and release them from all liability and agree not to sue for any personal injury, death, property damage or loss sustained by you as a result of your participation in the Tour, other than those caused by the reckless conduct or wilful act of ATC, its officers, employees, agents or representatives.

## **11. Passport, visa and immigration requirements**

It is extremely important that you obtain and carefully check travel and immigration documents required for India. You alone are responsible for obtaining required travel documents for your party. We do not accept responsibility for any delay or problem which may occur in this connection.

If we have local representation at the time of any such problem, we will assist you as far as reasonably possible to resolve it. However, for the benefit of other people on the Tour, it will not be possible to delay or change travel arrangements or events which will affect others in the tour group.

## **12. Travel advice**

For travel safety advice, please visit the Australian Department of Foreign Affairs and Trade website (<https://www.smartraveller.gov.au>).

## **13. COVID-19**

- 13.1 You should ensure you are aware of any COVID-19 or other health requirements necessary for entry into India.
- 13.2 You may be required to undergo a rapid antigen test (RAT) or similar prior to attendance at special meetings in Dharamsala.
- 13.3 If you are diagnosed with COVID-19 or a similar virus during the Tour, you will be required to self-isolate and wear a mask during any interactions with others for the period of your illness.
- 13.4 If vaccination is required by a relevant authority, we may ask you to provide us with evidence of your vaccination status.
- 13.5 We recommend the wearing of masks on any flight before or during the Tour.

## **14. Help we need from you**

You will receive an information pack which will provide details about the Tour, but the following are contractual matters:

- 14.1. The Tour requires a basic level of physical fitness. You should be prepared to walk up to a couple of kilometres a day, sometimes on uneven or slippery surfaces.
- 14.2. To satisfy the majority of our clients, we apply "no smoking" rules in the same way that they are applied by law in Australia. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 14.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 14.4. If at any time, it is our opinion (given by any of our staff or representative) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other travellers.

## **15. Image and likeness**

You grant ATC the right to take photographs and videos of you participating in activities during the Tour and authorise ATC to use and publish your image and likeness in print and/or electronically on the ATC website and other ATC communications materials.

## **16. Terms and conditions of third-party providers**

Most of the services provided on the Tour, including optional activities which may occur from time to time during the Tour, are provided by third parties and not directly by us. Each has their own terms and conditions. Whilst the law provides that we may

be liable to you in the round, for any failure connected with such a provider, our obligations do not cover every contractual term.

## **17. Miscellaneous matters**

- 17.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 17.2. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 17.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver nor indicate any intention to reduce that or any other right in the future.
- 17.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 17.5. For the purposes of the Privacy Act 1988 each party consents to the processing of his personal information (in manual, electronic or any other form) relevant to this agreement, by the other as necessary for the provision of the Tour.
- 17.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 17.7. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 17.8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

- 17.9. The validity, construction and performance of this agreement shall be governed by the laws of the State of New South Wales and the parties agree that any dispute arising from it shall be litigated only in that State.