

1. Booking and Payment Terms

To register your interest in a tour, a deposit of \$500 and a completed booking form must be received and acknowledged by Blue Dot Travel (BDT). If you are planning to book your own international flights, we also require an interim payment of \$2,500 payable within 60 days from receipt of your booking form. Your deposit and interim payments are non-refundable. Your final payment becomes due 90 days prior to departure. If you are booking less than 90 days out from tour departure, your tour payment is due in full.

On certain tours, we may be required to pay additional deposits to book special cruises, ferries, expedition ships, pre-paid entrance fees, special permits, internal flights, etc which may require an additional payment, in which case you will be advised in advance. Should you cancel after you have made a booking, these additional special payments are non-refundable. If any payments are not received by the due date, the booking may be considered cancelled.

Bookings made less than 90 days before departure may incur additional costs due to flight seat and fare availability.

2. International Flights and Costs

If BDT books your flights

BDT is able to plan and book international flights for your tour. If you want us to manage this process, we will provide a quote which will include a fee to cover our time for booking, making any necessary changes and assisting with any issues relating to the flight whilst you are on tour. Flight prices are subject to availability and can be changed by the airlines without notice. Prices are only guaranteed once your booking has been paid in full. Price changes may occur from factors outside our control, such as currency fluctuations, fuel surcharges, taxes or airline increases. Flight payments are subject to the specific airline's terms and conditions.

If BDT does not book your flights

If BDT does not book your international flights, we are unable to assist, change or manage any aspect of your flight booking. This includes but is not limited to: arranging airport transfers or accommodation outside of the included group transfers; assisting with flight disruptions or changes; meeting up with the group or you missing any part of the tour due to flight disruptions. These will all be at your own cost, regardless of where the group is at the time.

3. Tour Prices

Blue Dot Travel operates under a "fluid" pricing policy in that costs for a tour may change at any time. We reserve the right to amend our prices for any tour, without notice, at any time up until final payment has been received by us, due to but not limited to exchange rate fluctuations, increases in fuel costs, airport charges, airfares or increase in other service provider's fees. All prices are quoted in Australian dollars and must be paid in Australian dollars. It is quite possible that individual travellers will have paid a different price to others on the same tour for various reasons including but not limited to the reasons listed above. For payments by Mastercard or Visa we add 1.75% to cover merchant fees. For payments by American Express we add 1.75% fee. Once incurred, any credit card fees are non-refundable.

4. Single supplement/Sharing accommodation

A booking may be accepted on a share room basis on the condition that the person requesting the share reservation agrees that we accept no responsibility for any incompatibility between the persons sharing. Regardless, no guarantee is given that a share room will be available. If not available, at the time of final payment you agree to pay the single supplement. If you choose to pay a single supplement for a tour at one or more destinations, and a single room cannot be provided, a refund for the single supplement component will be made for any night that a single room was not available. A single supplement means you will receive a room by yourself. The size of the room may (or may not) differ to that of a standard twin or double room.

5. Vaccination

To minimise the health risk to Blue Dot clients, staff, contractors, guides and the communities we travel to, and to minimise disruptions whilst on tour, we strongly encourage travellers be fully vaccinated for Covid 19. We also request that travellers arrange an appointment with their doctor before travel to obtain all other appropriate vaccinations for their circumstances. It is each traveller's responsibility to check the vaccine policy of the destinations they are travelling to and to satisfy themselves as to the risks associated with COVID-19 or any other viruses, before deciding to travel. You must carry a digital or paper version of your proof of vaccination to show authorities if required.

6. Covid Policy

All travellers accept there is a risk of contracting Covid, influenza or a respiratory virus while on tour. By joining the tour, you accept this risk and understand that you may travel with someone who has contracted one of these conditions at some stage of the tour. Blue Dot Travel is governed by the rules and regulations of the country we are travelling in. If a traveller contracts Covid 19 or a respiratory illness while on a Blue Dot tour, the traveller must make every effort to isolate and wear a face mask (N95 preferred) wherever possible and practical. This may mean sitting separately at mealtimes and as separately as possible on transport for a period of up to 5 days. To reduce the possibility of transmission, the affected client will be seated at the rear of our transport. Any costs associated with isolation, medical treatment, transport to or from medical facilities, etc. will be borne by the traveller. No refund will be available for missed elements of the tour during this time. Please retain all receipts for these costs, as they will be important when making your travel insurance claim.

7. Compulsory Travel Insurance

Personal travel insurance is not included in the tour price. Every effort is made to ensure the safety of all participants however, **we insist that you take out a personal travel insurance policy as a condition of us accepting you on the tour.** Each traveller is responsible for ensuring they have the correct level of cover for their individual circumstances. It is the traveller's responsibility to check that your insurance policy (especially those offered by your credit card company), covers you comprehensively for the entirety of the tour you have booked on. You must read your travel insurance PDS with an emphasis on what is and what is not covered. Your travel insurance must be in place before your first interim payment is made. In the event of cancellation, please refer to the penalties listed in sections 9 – Tour Amendments, Cancellations and Postponement. Depending on the reason for cancellation, these charges may be recoverable under your travel insurance policy, please check with your provider.

8. Discounts

From July 1, 2024, Blue Dot will be implementing a new customer loyalty programme. Blue Dot Travel clients who are travelling with us on between their 4th and 7th small-group international tour will receive a \$250 loyalty discount. Any Blue Dot Travel client who is travelling with us on their 8th or more small-group international tour will receive a \$500 loyalty discount. Importantly, no other discounts can be combined with this loyalty discount, including any early bird or special one-off discounts. Our loyalty discount may only be applied to our international small-group tours. The discount is not available on extension tours, Australian tours, private tours or expedition cruises.

9. Client responsibilities

The client acknowledges and agrees that the tours offered by BDT may be adventurous in nature and that he or she travels at his/her own risk. A minimum level of fitness is required to be able to participate on a BDT tour. You must be able to walk at least one thousand metres at a reasonable pace without requiring a stop, be able to carry at least your own bags and be able to walk at least up three flights of stairs unassisted. It is the client's own responsibility to obtain and maintain any appropriate travel documents, eg, a valid passport, any valid visas, permits, vaccination certificate or the like.

The client has an obligation to disclose to BDT any pre-existing medical condition or allergies when booking the tour and the company reserves its right to refuse a booking with a client suffering from any such condition. The client also has an obligation to carry their own medical needs including legal prescription medicines and basic medical kit.

You agree to carry a mobile device so that the airlines can contact you directly and advise of any cancellations and disruptions regarding your flights.

For client's choosing to make land-only bookings with BDT, the client will have sole responsibility for managing their own flights and changes to these flights before and whilst on tour including all necessary transfers, hotels etc. BDT does not accept any responsibility for any loss, delay or additional expenses incurred in a delay in joining the tour or for flight amendments. Further, Blue Dot Travel cannot arrange/book transfers from airports to hotels and visa-versa when the client has booked their own flights.

It is the traveller's duty to ensure they have checked the most up to date travel itinerary prior to the tour departure as travel itineraries can and do change frequently. These are available on our website.

10. A) Tour amendments, cancellations and

Blue Dot Travel – INTERNATIONAL TOURS Terms & Conditions

As at 5 April, 2024.

postponements by the Traveller

Amendments, cancellations and postponements must be notified to BDT in writing. Any non flight portions of the tour which Blue Dot has already prepaid are non-refundable and non-transferable.

Amendments Any booking amendments to the published itinerary made more than 90 days before departure will incur a \$250 service fee. Booking amendments made within 90 days of departure are subject to the cancellation fees outlined below. In addition to this, airfare amendment fees will apply, which are set out by the individual airline.

Cancellations If you cancel any or all portions of the tour, cancellation costs will apply. We strongly advise you take out travel insurance at the time of booking. Please note that some airfares carry special cancellation fees, which can be as high as 100% once the ticket has been issued. These fees are charged in addition to our standard cancellation fees. Upon commencement of a trip, no refunds will be made for any reason, for unused section(s).

If written cancellation is received, the following fees apply:

- More than 90 days before departure: Deposits and the interim payments are non-refundable. In addition airfare penalties will apply.
- From 90 to 31 days before departure: Deposits and the interim payments are non-refundable. In addition airfare penalties will apply. An additional fee of 50% of the remaining tour balance applies.
- 30 days or less before departure: booking is 100% non-refundable.
- At any period prior to departure, additional prepaid arrangements carry their own fees and may be non-refundable. This includes, but is not limited to, special cruises, ferries, expedition ships, pre-paid entrance fees, special permits, special flights.

Example of cancellation costs at 60 days

Tour cost	\$20,000
Deposit paid (non-refundable)	\$500
Interim payment paid (non-refundable)	\$2,500
Airline penalties (example only; will vary per booking)	\$350
Balance of tour cost	\$16,650
Tour refund at 50%	\$8,325

Tour Postponement Rather than cancelling a tour, travellers have the option to postpone their tour up to 90 days prior to departure, subject to the tour running again within 12 months from the original departure date. Travellers may also transfer to an alternate tour within 12 months departure of the original tour subject to it being a new (not existing) booking. In these circumstances it is most likely that travellers would incur airfare penalties. There may also be tour price increases from one year to the next and tour amendments fees would still apply.

10. B) Tour amendments, cancellations and postponements by Blue Dot Travel.

In the event of a Force Majeure, where Blue Dot Travel's contractual obligations become impossible or impracticable to fulfil, due to an event or effect that Blue Dot or our partners could not have anticipated or controlled, we may also amend, cancel or postpone a tour. Factors beyond our control may include (but are not limited to) civil unrest, a natural disaster, epidemics, pandemics or other emergencies in the areas to be visited. Blue Dot Travel is obliged to cancel a tour if the Australian Department of Foreign Affairs & Trade (DFAT) issues a travel warning prior to departure advising "Do Not Travel". The cancellation of a tour due to the DFAT travel warning can be implemented by Blue Dot Travel regardless of the departure date of the tour.

If these circumstances take place prior to departure when client monies have, or could reasonably be expected to have been expended on purchasing elements of the tour, i.e. domestic and international flights, hotel accommodation among other things, then BDT will refund all monies that can be recovered from the recipients of those expenses less a service fee of \$500 per traveller, without entering into any legal dispute, this being the limit of its obligations. Further, Blue Dot Travel is not obliged to postpone or rerun the tour at an alternate date.

11. Client Numbers

BDT's general policy is to have no more than 16 clients on any tour unless otherwise stated. If less than 10 people are booked on any tour, the trip may proceed without a tour leader accompanying the group. This will be at the sole discretion of BDT. An in-country guide will still be provided in these circumstances. Should there be too few people booked for any tour, we reserve the right to cancel the tour no later than 60 days before scheduled departure. In this event, a full refund will be made, and BDT will not be liable for any claims

made or any additional costs incurred by you including but not limited to flights, transfers and permits paid directly by you. Some tours have accommodation and transport limitations meaning that maximum traveller numbers may be less than 16. Tours require a minimum of travellers to proceed which is at BDT's discretion.

12. Itinerary Changes

We reserve the right to vary the itinerary, accommodation and forms of transport should any conditions make it preferable, appropriate or necessary to do so. We will provide alternative services as close as possible to those listed. Wherever possible we shall advise you of such changes prior to departure, however we accept no responsibility for any alterations made for any reason, or for any associated loss or damage. If any additional expenses are incurred through delays, accidents, or disruption of planned itineraries because of force majeure or if it is considered advisable by our management, such expenses are to be borne by the traveller. It is possible that a route change could be necessary due to inclement weather, political restrictions or any other cause. Route changes will always be at the discretion of the group leader and the local operator. We will not be responsible for postponement or delay caused by delayed flights or schedule changes at any point in tour. No refund will be available in the event of any route or itinerary changes including hotel accommodation.

13. Exclusions

Items not included in our tour costs:

- Your personal travel insurance (which is compulsory)
- Any tourist visas required
- Special fees/taxes incurred by local governments and airlines
- Transfers not included on the core group's itinerary, for example when you arrive separately from a different destination or using a different airline to that booked by BDT
- Domestic Australian transfers unless specified on the itinerary
- Seat preferences where additional costs apply
- Laundry, postage, personal clothing, medical expenses, and all items of a personal nature
- Mountain, road or river rescue or any other emergency evacuation charges
- Expenses incurred as a result of illness and any other unforeseen situations and events
- Expenses incurred in cases of personal liability, injury or death if you have been participating in optional activities
- Excess baggage charges
- Loss incurred by rerouting, cancellation, inclement weather, floods, famine, political disruptions, strikes, riots, pandemics, epidemics and other disturbances
- Meals not stipulated in the itinerary
- Alcoholic drinks and other beverages unless stated in the itinerary
- Photography and video fees (where applicable)

14. Blue Dot Travel's rights

BDT reserves the right to exclude or remove a client from any tour if they fail to comply with our fair and reasonable instructions while on tour, if they prevent or impede other clients' enjoyment of a tour, if they jeopardise the safety of other clients, if they engage in illegal or undesirable behaviour, or if they become a danger to themselves or other clients. If this happens, the client will not be entitled to a refund and BDT will not be responsible for any expenses that the traveller may incur if they are excluded from a tour for any of these or other unforeseen reasons.

15. Consumer Claims

If a problem occurs while you are away, it is essential and most practical to try to resolve it locally with the tour leader and or guide or tour provider. If you are unhappy with your hotel room please inform the Duty Manager so the situation may be rectified on the spot. If you have any other complaint please advise us promptly so that we can attempt to resolve the matter. If you fail to take these steps any claim for compensation may be reduced or denied. If you have an unresolved complaint this must be put to us in writing advising details of the efforts, if any, that were made with the tour leader, guide or local operator to resolve the issue. Please send this with supporting documentation within 30 days of return to Australia. No claim made after this period will be considered save to the extent that the law otherwise provides.

Blue Dot Travel – *INTERNATIONAL TOURS* Terms & Conditions

As at 5 April, 2024.

16. Commission from Suppliers

Blue Dot Travel may earn commissions from suppliers such as airlines, cruise operators and hotels. The amount of commission will vary from supplier to supplier depending on numerous factors including, but not limited to, the volume of business placed with the supplier. If a tour is cancelled by the customer, or cancelled due to DFAT travel warnings, Blue Dot Travel is not obliged to refund any commissions earned. The commission system in travel is considered standard practice.

17. Photo Competitions

If you provide us with a photo from the tour in relation to our on-tour photo competitions, you are providing us approval to use the image in our newsletters, website, social media sites and other promotional material. This is a condition of entry to our on-tour photos competitions.

18. Social Media

From time to time, usually whilst on tour, BDT will post photos and videos to the BDT Facebook page and other BDT social media sites. These may include images of individuals and groups of individuals who are on the tour. These are available for anyone to see when they log in to the BDT Facebook or relevant social media site page. Should you not wish to have your image posted on any of these social media sites, you must advise us on or before departure of the tour. Otherwise, you are deemed to have consented to the inclusion of any such material.

19. Disclaimer by Booking Agent

(Blue Dot Travel, ACN 065 953 335)

- a. These booking conditions cannot exclude the provisions of the Competition & Consumer Act 2010 or of any relevant State Act or Australian Consumer law.
- b. Under these Acts BDT is required to provide services to you with due care and skill and to provide services which are reasonable for a particular purpose if you have made that purpose known. The Acts provide a right to compensation in appropriate cases.
- c. BDT gives notice that it acts as agent only for our tours, and of all other persons and companies who provide the services outlined in this itinerary and in connection with any tour for which you book and that this contract is between the client and the in country operator.
- d. BDT warrants that its services as a tour direct seller/retailer and booking agent will be rendered with due care and skill.
- e. BDT does not state that the route suggested or recommended in the itinerary for any tour is the best or more suitable from any particular point of view.
- f. Any maps in the itinerary and other documents are for information only, and may not necessarily show the exact route.
- g. In promoting the tours outlined in our itineraries BDT acts as agents for each travel supplier and their associated companies and contractors, therefore:
 - i) all tours outlined in this itinerary, and all tickets, vouchers and documents issued by BDT are subject to the terms and conditions of the persons and companies for whom BDT are agents.
 - ii) all tickets and coupons or vouchers issued by BDT and all arrangements for transport or conveyance or accommodation, are made by BDT as agents for such others persons and companies and are made at your request on the express conditions that BDT shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned whether by reason of defect in any vehicle or mode of transportation, or through the acts or default of any company or person engaged in carrying passengers or in carrying out the arrangements of the tour or otherwise in connection with the tour or of any provider of any accommodation to provide any facility normally available.
 - iii) BDT is not responsible for any default, omission, negligence or other act our suppliers and the contractors associated with them.
 - iv) BDT is not responsible for losses or additional expenses due to delays or changes in transportation services, other services, sickness, accident, injury, weather, strikes, war, civil unrest or disturbance, riots, quarantine or other causes.
- h. These terms and conditions cannot be altered or waived by any servant, agent or representative of BDT or of any person providing services on the tour other than in writing signed by BDT.