

Heaven on Earth Tours

Phone: +61 (0) 403 964 088 Tour Bookings: + 61 8 9380 9777 Toll Free: 1800 645 022 (Australia only) Fax: + 61 8 9380 6377

E Mail: info@heavenonearthtours.com.au Postal: PO Box 3145, Nedlands, Western Australia, 6009 Web: www.heavenonearthtours.com.au

TERMS AND CONDITIONS

"Dear Heaven on Earth traveller,

"No one likes cancellations or disruptions to their travel plans, and we try our best to ameliorate such occurrences; but please be aware that travel insurance is highly recommended"

- 1. Deposits and Payment:** A non refundable deposit of \$800 AUD or equivalent (including any transactions fees) per Passenger is required together with a signed Booking Form within seven days of making a reservation to secure a booking. Final payment of the balance is required 60 days prior departure. For reservations made 50 days or less prior to departure, payment in full is required within seven days of the booking. If the reservation cannot be confirmed all monies will be refunded.
- 2. Amendments:** A fee of \$150 per person may be charged by the Company and or its representatives in addition to any charges levied by hotels, ground operators or airlines for any amendments made to an itinerary. Amendments made within 60 days of departure may be subject to an additional charge. An amendment constitutes a change to any existing booking and not a transfer to another Heaven on Earth Tour, wherein cancellation fees will apply.
- 3. Booking Form:** This must be completed and signed by all person(s) intending to travel.
- 4. Terms and Conditions:** These accompany the Booking Form. It is the responsibility of all Passengers and those individuals who are in the process of booking a Heaven on Earth Tour to read and understand these Terms and Conditions.
- 5. Cancellation by the Passenger:** In the event of cancellation by the Passenger;

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| 60 days or more prior to departure - | loss of deposit(s) |
| 60 -30 days prior to departure - | 50 % of total Tour cost |
| 29-15 days prior to departure - | 75 % of total Tour cost |
| 14 days or less prior to departure - | 100 % of total Tour cost |

 - 5.1** If a Passenger voluntarily withdraws from a Tour after it has begun for any reasons, Heaven on Earth Tours will not refund any portion of any payment.
 - 5.2** In the case of Tour withdrawal for illness, it is recommended that a medical certificate is obtained to support any insurance claim the passenger may make.
 - 5.3** No monies are payable by Heaven on Earth Tours, or their representatives for any tour withdrawal costs. However, Heaven on Earth Tours, World Heritage Tours and or their representatives will make every effort to assist the withdrawee to facilitate arrangements where withdrawal has been precipitated by way of medical or compassionate reasons.
 - 5.4** A nominal charge may be payable for assisting with altering and or booking (homeward) flight journey arrangements
 - 5.5** No refund can be given by the Company for an early departure from any Tour.
- 6. Cancellation by the Company:** The Company may in its absolute discretion cancel any Tours for any reason and;
 - 6.1** if Passenger booking numbers fail to reach the minimum requirement for any Tour.
 - 6.1.1** In this event all monies will be returned to the Passenger. An AUD \$100 bookings, handling and services charge may be levied.

Heaven on Earth Enterprises Pty Ltd

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6.2 if Passenger booking numbers fail to reach the minimum requirement of 8 adults for the 12 Day Culinary and Cultural Tour to Cambodia and Laos, (and or unless "DYO" or special arrangements are in place), the Company may in its absolute discretion elect to continue to operate that Tour without the services of the second Western escort.

6.3 if at any time prior the Tour departure date; fire, flood, earthquake, storm, political or military disruption, natural or manmade disaster occurs in and or around the Tours destinations rendering the Tours inoperable. In this event Passengers shall have no right to claim any damages from the Company or its Contractors.

6.3.1 In this event a Service Fee may be deducted from any monies paid by and returned to Passengers to allow for payment of cancellation charges to suppliers, which range on contract from 50 % to 100% of full costs.

6.4 if at any time during the Tours, fire, flood, earthquake, storm, political or military disruption, natural or manmade disaster occurs in and or around the Tours destinations.

6.4.1 In such an event The Company shall not be responsible or liable for the refund of any monies made by the Passenger on account of the Tour, and the Passenger shall have no right to claim damages from the Company and / its representatives and or Contractors.

7. Tour details subject to change: All fares and rates for flights, transportation, accommodation, fuel and any other services associated with the Tour s are subject to change by the Company and / or the Contractors without notice to the Passenger; and notwithstanding may require payment of full balance monies by the Passenger. A 20 % cap exists.

7.1 The Company reserves the right to request and receive further payment to cover any associated increases and also to meet any changes in currency exchange rates occurring prior to the departure date of any Tour. A 20 % cap exists.

7.2 The Company reserves the right to change at any time at its discretion and without notice to the Passenger, aspects of the itinerary, accommodation, or travel and transport arrangements for the Tour, and the Passenger acknowledges that such changes may also be made or be directed to be made by the Contractors.

8. Health of Passenger: The Company requires a signed medical / health certificate from all Tour member s 70 years and older, and from any Passengers with a current, significant and known medical condition that may affect travel; indicating that he or she is fit to undertake travel on the tour.

The Passenger is required to notify the Company if there has been any significant or notifiable change to his or her health subsequent to the payment of deposit and prior to the departure which may in any way affect their ability or capacity to undertake the Tour. The Company and its Contractors reserve the right either before or during the Tour to refuse to carry or accommodate any Passenger which it considers to be unsuitable by reason of physical or mental condition. The Company recommends that all Passengers consult their General Practitioner/ local family physician in relation to vaccinations for the country(s) to be visited. There has been recent publicity in the media regarding the possible connection between Deep Vein Thrombosis (DVT) and long distance air travel. It is the responsibility of all Passengers to ensure they are fit for travel. If a Passenger has had a medical condition or physical disability which may be exacerbated by long distance travel or any concerns that they may be susceptible to developing DVT, they should immediately consult their doctor/ physician. The Company will not be responsible for any illness or injury suffered due to DVT as a result of undertaking their proposed travel arrangements.

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9. Travel Insurance: It is advisable that Passengers consider whether they require travel insurance to protect against the financial risk of various events occurring on their Tour. Travel Insurance can cover cancellation costs (by tour operators or yourself) additional expenses, luggage, personal effects and more. However, it is highly recommended that all Passengers travelling on Heaven on Earth Tours hold or obtain a current, Insurance Policy that covers events related to medical incidents; including coverage for any medical treatments, hospitalisation and medical evacuation. It is important to read the (insurance) product disclosure statement to ensure it meets your requirements. If a Passenger decides in their discretion not to take out Travel (including medical) Insurance, then they are required to sign a statutory declaration to this effect. The Company may arrange fully comprehensive and all other Insurances on behalf of Passengers.

10. Documentation: Prior to departure each Passenger is required to be in possession of a Passport with a minimum of 12 months validity. If travelling on a passport other than an Australian passport, and the Passenger is departing from and intending to return to Australia then a re-entry Visa permit may also be required.

10.1 Visas to enter Cambodia and Laos are obtainable at entry. Passengers may wish to arrange their own Visa in advance.

Glossary: **The Company** shall mean Heaven on Earth Enterprises Pty Ltd, Australian Business Number 73129 897 007; **In-house travel and booking agent** shall mean World Heritage Tours Licence # 9TA830, Australian Business Number 78 062 613 094; **Representatives and Contractors** shall mean all agents & representatives such as tour and transport operators and agents, local guides and accommodation and hospitality suppliers of Heaven on Earth Tours; **Passenger** shall mean individuals who have paid a deposit and or full tour costs and who are booked to participate in a Heaven on Earth Tour