



ViVa Travel
info@vivatravel.com.au
www.vivatravel.com.au

Terms and Conditions

Please read the following terms and conditions carefully. You must not accept any booking unless you understand and agree with the following terms and conditions.

Prices

All prices are subject to availability, and can be withdrawn or varied without notice until a booking has been made. Once a booking has been made at a quoted price, but until full payment is made; the price is necessarily subject to variations caused by such matters as exchange rate fluctuations, affecting taxes and surcharges on airfares; and supplier price variations which affect the final price of the booking. Such latter variations will, *in most cases*, be advised with sufficient notice as to enable final payment to be made at the original quoted price.

The company will use its best endeavours to ensure that prices quoted by it prior to or at the time of booking remain valid until payment in full is made for the tour. The client acknowledges that some of the variable factors affecting the cost of the tour, including but not limited to those referred to in 8.1 above, may increase between the time of booking and the time of payment in full. In the event of any such increases, the company reserves the right to pass on to the client any such amounts, provided that, subject to term and condition below, it does so at least 30 days before the date of departure and the client agrees to pay same.

Once the client has paid in full for the tour, the company shall not be entitled to pass on to the client any increases in the variable factors referred to above, save where any such increases are imposed by Government regulation, or similar, whether in Australia or overseas, or where such increases, wherever imposed, are solely as a result of fuel surcharges. In that event, the company shall be entitled to require the client to pay such surcharges, and the client agrees to do so.

Travel Documents

Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. All travel documents are non transferable. All airline tickets must be issued in the precise name of the passport/photo identity holder; you should be aware that some carriers will deny carriage if the name varies in any form, and the booking may be cancelled. It is therefore your responsibility to ensure that we have the correct details as regards identification.

The client acknowledges that it is his or her responsibility to obtain and maintain a valid passport, any valid visas, permits or certificates, including vaccination certificates, for any tour booked with the company. The client further acknowledges that it is his or her responsibility to ascertain any requirements for such matters and to ensure that those requirements are satisfied.

Whilst the company will endeavour to notify the client of any changes to matters of the type referred to in above, the client acknowledges that the company has no legal responsibility to do so and further acknowledges that it is the client's responsibility to ascertain such matters.

Passports & Visas

It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. All travelers must have a valid passport for international travel and many countries require at least 6 months validity from the date of entry. If you need information regarding visa and other travel document requirements for your trip please let us know. We can obtain such information from an external visa advisory service provider on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage, which you may suffer in reliance on it. We can obtain visas for you if you wish and fees may apply for this service.

Deposit and Final Payment

You will be required to pay a deposit or deposits when booking. Your consultant will advise you of how much that will be. All deposits are non-refundable. Final payment is required no later than 3 months prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

Payment of deposit

At the time of booking, the client must pay a deposit of at least the following:

In respect of cruises, an amount equivalent to at least 30% of the estimated total cost.

In respect of land tours, transfers and accommodation, an amount equivalent to at least 30% of the estimated total cost.

In respect of airfares, 100% of the estimated total cost.

In respect of the Independent Inca Trail tour, 100% of the estimated total cost.(hereafter referred to as the "minimum deposits")

The company shall be at liberty to give notice to the client of any variation to the minimum deposits at any time before the minimum deposits are paid.

A booking shall not be deemed to have been accepted or to be binding until such time as the minimum deposits, or any of them that are applicable, have been paid.



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The acceptance by the company of payment of a deposit does not, by itself, constitute acceptance of a booking. A booking will be deemed to have been accepted once the company has confirmed its acceptance in writing.

Payment of the balance of the tour price

The balance of the tour price, being the total estimated tour price less any deposits paid, must be paid at least 90 days prior to the client's departure date.

In the event that the balance of the tour price is not paid in accordance with above, then the company reserves the right to cancel the client's booking. In that event, the client agrees that he or she shall not be entitled to a refund of any deposit paid, such deposit to be retained by the company by way of compensation for the time spent and work done by it. The company shall however retain a discretion, to be exercised entirely as it thinks fit, as to whether or not to refund all or part of any deposit paid in the event of cancellation in these circumstances.

In the event that the balance of the tour price is not paid in accordance with above, and the company, at its discretion, determines not to cancel the client's booking, then the client agrees to pay to the company any additional charges, fees or expenses that have been or may be properly incurred as a result of the balance of the tour price not having been paid by the stipulated time.

Variation by the client

In the event that the client wishes to vary his or her booking, the request for a variation must be made in writing.

The company will use reasonable endeavours to try and satisfy the request for variation and will advise the client if it can be satisfied.

Refunds, Changes and Cancellation Fees

We are unable to provide a refund to you until we receive the funds from the relevant supplier. Cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking. Fees and extra charges will apply where a booking is changed. Fees and extra charges will also apply when tickets or documents are re-issued. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge. Fees will also apply where a booking is changed or tickets are reissued.

Cancellation by the client

In the event that the client wishes to cancel a booked tour, then he or she must provide a written notice of cancellation ("the cancellation notice") to the company.

The cancellation notice must be:

Delivered to an office of the company; or

Sent by facsimile transmission to the company's facsimile number existing as at the date of the cancellation notice; or

Sent by e-mail to the company's e-mail address existing as at the date of the cancellation notice.

In the event that the cancellation notice is received by the company more than 95 days before the client's departure date, then the company shall refund to the client all monies paid less any deposit as set out in above and which deposit the company shall be entitled to retain as compensation for the work done and time spent by it.

In the event that the cancellation notice is received by the company 95 days or less before the departure date, then the company shall not be obliged to make any refund to the client. In this respect, the client acknowledges that, in addition to the work done and time spent by it, the company will have paid monies to tour suppliers and it may not be possible for the company to obtain a refund from these suppliers where the cancellation notice is received within that period. Notwithstanding that, the company shall, if practical, and at its sole discretion, make such refund as circumstances reasonably permit.

In the event that the cancellation notice is received in respect of the Independent Inca Trail tour, the client shall not be entitled to any refund irrespective of when the cancellation notice is received.

The company strongly recommends that the client take out and maintain a policy of insurance to cover cancellation of any tours.

Variation or cancellation by the company

The company will use its best endeavours to provide any tour that is advertised or offered. However, it may be necessary for the company to vary or even cancel some tours, whether due to force majeure or otherwise. Where it becomes necessary for the company to vary or cancel a tour, the company will use its best endeavours to provide an alternate tour that is substantially the same or as similar as practical to the tour that is advertised or offered. The client acknowledges that such a necessity may arise from time to time and the client warrants not to make any claim of any nature, subject to these terms and conditions, against the company in respect of any such variations or cancellations.

The client acknowledges that the company may, in order to provide maximum opportunities for the client, propose flexible or alternate arrangements. Any flexible or alternate arrangements may extend to routes, schedules, itineraries, amenities and mode of transport. The client accepts, at the time of booking, the possibility for and appropriateness of such flexible or alternate arrangements and shall make no claim against the company in respect thereof. The information provided by the company in its brochures is correct to the best of the knowledge of the company at the time of print but the company does not, and cannot, guarantee that any item or amenity will be available at the time requested by the client.

When it is necessary for the company to substantially vary or cancel a tour that it has advertised or offered, the client shall be at liberty to request the company:

To refund to the client so much of the tour price paid by him or her that the company can reasonably and properly refund, allowing for all the circumstances; or

To credit so much of the tour price paid by him or her as the company can reasonably and properly credit, allowing for all the circumstances, to another tour offered by the company but shall not be entitled to make any further claims against the company.

Unused services

The company shall not be liable to refund to the client any monies paid by the client for a tour, part of a tour or for services not used by the client.



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Travel Insurance

We can provide information to you about travel insurance. For details of the services we provide, including a quote. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel, and should you decline to take out travel insurance through us we may ask you to sign a waiver form specifically acknowledging this.

The client shall, prior to or at the time of booking, take out, and maintain for the duration of the tour, insurance that will provide indemnity to the client for at least the following:

Unlimited medical expenses; and
Unlimited repatriation expenses.

The company shall, at any time, be at liberty to request the client to produce to the company a copy of a policy or certificate of insurance to show that above has been satisfied. In the event that the client fails to produce a copy of the policy or certificate within 48 hours after being so requested by the company, then the company reserves the right to cancel the client's booking, and in which case any monies paid by the client shall be forfeited to and retained by the company by way of compensation for the work done and time spent by it. The client acknowledges that the request for evidence of such insurance is an important request in relation to the company's business.

Schedule Changes

It is your responsibility to contact the transport provider prior to travel to ensure that the scheduled departure time for the service about which you are enquiring has not changed.

Disclaimer of liability

The company will use its best endeavours to ensure that its obligations pursuant to the contract with the client are satisfied. However, despite those best endeavours, it is not always possible for those obligations to be satisfied. Unless otherwise excluded or modified by law, the company hereby disclaims liability for any loss of or damage to the client, including loss of life or injury, and loss of or damage to any of the client's property, however such loss or damage may be caused. Unless such disclaimer shall be excluded or modified by law, the client warrants that he or she will not make or pursue any claim against the company in respect of any such loss or damage, however caused.

The client acknowledges that the provisions of above are reasonable and necessary for the business of the company having regard to a range of matters including but not limited to the following:

The adventurous nature of tours advertised and offered by the company

The location where tours are conducted, and where services, amenities and facilities may be of a lower standard than the standard to which a client is accustomed.

The tours or parts of them are supplied or undertaken by third party operators. Whilst the company has undertaken due diligence on the quality of the services offered by such third party operators, and has been satisfied as to the adequacy of that quality, it cannot be responsible for any acts or omissions on their parts.

The client also acknowledges that there may be flight delays (due to circumstances beyond the control of the company) that may lead to interference with a tour for which the client has booked. The company will not be responsible for any flight delays or loss of flight connections whether such loss is caused by the client, the company, any of its suppliers, an airline or other. In the case of any loss of flight connections, whilst every effort will be made by the company to continue with the booked tour, the company will not be liable to compensate clients for any lost part of their itinerary and the company will not be liable to pay for any additional costs that may be incurred by the client as a result of any loss. The company strongly recommends that clients have insurance that will cover them for flight cancellations and delays.

The client acknowledges that it is the client's responsibility to check-in on time for his or her flight at any airport. The company will not be responsible for any flights that are not taken by the client due to the client's late arrival at any airport. It is also the client's responsibility to contact the relevant airline companies at an appropriate time before any flight departure to confirm that all details relating to their flights are correct.

Health

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation.

Medical condition

The client warrants that he or she has disclosed or will disclose to the company prior to or at the time of the booking of a tour any adverse medical condition from which the client has suffered during a period of 2 years prior to the date of booking. The client acknowledges that such disclosure is important and relevant because it may affect the willingness of the company to accept the client's booking and may affect any advice that the company would seek to give to the client in relation to any proposed tour.

Allergies

The client warrants that he or she has disclosed or will disclose to the company prior to or at the time of the booking of a tour any allergies, including food allergies, from which the client suffers. The client acknowledges that such disclosure is important and relevant because it may affect the willingness of the company to accept the client's booking and may affect any advice that the company would seek to give to the client in relation to any proposed tour.



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Taxes

Certain taxes are mandatory in various countries. There may also be an additional local tax charged at some airports. All taxes are subject to change without notice.

Privacy Policy

Australia Puzzle / Viva Travel is committed to protecting the privacy and confidentiality of personal information. The company will use its best endeavours to protect the client's personal information. However, the client acknowledges that the company will, in order to provide the services or products in question, need to provide some or all of the client's personal information to third parties, including overseas tour suppliers.