

Booking Terms & Conditions

These Booking Conditions set out the terms on which you contract with Albatross Tours. A contract between us and you on these conditions comes into effect once we receive your deposit. By placing a booking with us and paying your deposit, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions.

“You” and “Your” means all persons named on the booking (including anyone who is added or substituted at a later date). “We”, “us” and “our” means Albatross Travel Group Pty. Ltd. trading as Albatross Tours.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “tour”, “holiday”, “booking”, “contract” or “arrangements” mean such holiday arrangements unless otherwise stated.

PRICING

All prices are in \$AUD or \$NZD and are for cash/cheque payments. Credit card payments attract a surcharge.

We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed arrangements.

The price of your confirmed arrangements is subject to variations in: -

- (a) the level of taxes or fees on your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including tourist taxes, city taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- (b) the price of the carriage of guests resulting from the cost of fuel or other power sources.

All tours are guaranteed on the basis of a minimum of 10 deposited guest bookings. Wherever possible, any price increases will be absorbed by us, but in the event of fewer than 10 guests travelling on any specific group tour departure, we reserve the right to withdraw and cancel that departure or pass on a proportional increase in cost.

In the event of any increase in cost due to low numbers, you will have the option to accept the increase or to cancel and receive a full refund. We, will not be responsible for any loss or expenses you incur due to the cancellation, including, without limitation, any lost airfares or the costs of alternative travel arrangements. Prices may go up or down and we will notify you about any variation explaining the change before final payment is due.

Unless otherwise stated, prices are guaranteed against currency surcharges.

Unless otherwise stated, flights, visas, airport taxes, port taxes, city taxes, security charges, airport transfers, items of a personal nature, laundry, additional beverages and consumables are not included in the tour price.

PAYMENT

You must make payment for your booking in accordance with the instructions we give you. If we do not receive any payment due in full and on time, we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out below will become payable.

- A non-refundable deposit of \$500 per person, per tour, is required within 7 days to secure your booking.*
- Deposits represent a booking fee and are non-refundable and non-transferable.
- A charge of \$250 applies to each amendment made on deposited bookings.
- Unless otherwise stated, full payment is required 90 days prior to travel.
- In the event full payment is not received by the required date, an additional charge of \$200 may be applied to cover extra courier fees for travel documents and tickets.

** Due to the number and nature of the inclusions, some tours may require an additional deposit or a higher deposit amount. If an additional or higher deposit amount is required, this will be advised at the time of booking.*

UNUSED SERVICES

No refund is given for any partially or wholly unused services/ tour inclusions. No overseas supplier or associate is authorised to promise a refund on behalf of Albatross Tours.

TRAVELLER INFORMATION FORM

A completed and signed Traveller Information form, one form per person travelling, confirming your fitness for travel, specifying any medical conditions (including any allergies) and full passport details (with at least 6 months validity from the date of return to Australia), must be returned to Albatross Tours within 14 days of receipt. Failure to submit this form, may result in your booking(s) being cancelled and the forfeiture of any deposit paid.

SPECIAL DIETARY OR OTHER REQUESTS

Special dietary or other requests must be noted at the time of booking and confirmed to us in writing on your Traveller Information Form. Whilst we will endeavour to meet all requests for special dietary requirements or other requests, these cannot be guaranteed at all European hotels and restaurants and a failure to meet them will not be a breach of contract on our part.

Non-smoking rooms may be requested however, they cannot be guaranteed as not all European hotels offer non-smoking rooms.

MEDICAL INFORMATION

We rely on the information provided in your Traveller Information Form and as updated as necessary. You warrant that the information you provide is accurate and there are no other medical issues that may impact your ability to participate in the tour without the need for special assistance. We reserve the right to exclude you from a tour if we, acting reasonably are of the opinion that you require special assistance for a condition not previously fully disclosed.

If your circumstances change following completion of your Traveller Information Form, then you must notify us as soon as reasonably possible, in writing, and in any circumstance prior to travel. We reserve the right to cancel your booking if your changed circumstances mean you will require special assistance from our personnel during the tour.

We will not be liable for any damage, injury, death or loss of any kind arising from your failure to disclose relevant medical information.

CANCELLATION BY YOU

All cancellations must be received in writing. Because we incur costs from when we confirm your booking, the following cancellation charges will be payable:

- If cancelled prior to the final payment due date a cancellation fee of the deposit applies
- If cancelled after the final payment due date but more than 45 days before travel a cancellation fee of 50% applies, less any non-refundable deposits already paid for tickets or special events.
- If cancelled less than 45 days prior to travel, a cancellation fee of 100% applies.

If you cut short your holiday, we are unable to offer you any refund of your holiday not completed or assist with any curtailment cost you may incur.

CHANGES AND CANCELLATION BY US

Because we plan our itineraries and your arrangements many months in advance, in some circumstances, we must reserve the right to make changes to them and cancel or amend them. Most changes will be insignificant and we will not notify you of them.

Examples of “insignificant changes” made before departure include the following:

- A change of departure time or overall length of your arrangements of twelve hours or less.
- A change of accommodation to another of the same standard or classification.
- A change to included arrangements such as excursions. Occasionally we may have to make a significant change to your confirmed arrangements. A significant change is one where we or our suppliers significantly alter any of the main characteristics of your arrangements. Examples of “significant changes” made before departure include the following:
- A change of accommodation area for a significant part of your time away
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of departure time or overall length of your arrangements of twelve hours or more.
- A significant change to your itinerary, missing out one or more destinations entirely.

If we have to make a significant change or cancel, we will contact you or your travel agent as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- agreeing to the changed arrangements,
- having a refund of all monies paid; or
- accepting an offer of alternative arrangements of comparable standard from us, if available.

In the event that any proposed change or alternative results in a reduction or increase in the price you have agreed to pay; we will also notify you of any refund or additional amount due.

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative arrangements.

If we become unable to provide a significant proportion of your arrangements after you have departed, we will make alternative arrangements for you at no extra cost to you. If the alternative arrangements we make are of a lower quality than those you originally booked, we will make a refund in respect of any price differential.

If any such changes or cancellations are caused by unavoidable and extraordinary circumstances (see below), we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

In the event of a tour being withdrawn due to low numbers we will advise you as soon as possible and at least 90 days prior to the scheduled date of departure. The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any other expenses or losses you may incur as a result of any change or cancellation.

UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES (FORCE MAJEURE)

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances which we or the supplier(s) of the service(s) in question could not avoid even taking all reasonable measures. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned control. Advice from the Department/ Ministry of Foreign Affairs to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

Albatross Tours will advise all parties concerned of the cancellation of a tour due to unavoidable, extraordinary circumstances as soon as practically possible.

INSURANCE

It is a condition of travel that every guest takes out comprehensive travel insurance for the duration of your tour with us. Your travel insurance policy must provide adequate cover for medical emergencies, your personal belongings and participation in all included activities as part of the tour.

We strongly recommend that you take out comprehensive travel insurance upon confirmation and that it includes comprehensive cancellation cover.

It is your responsibility to check the cover details and limitations within your product disclosure statement and ensure you are aware of its conditions and omissions.

TRANSPORTATION

When group sizes are considered too small to use a full-sized touring coach, we reserve the right to use a smaller coach. Smaller coaches and any vehicles used for local transfers and occasional day excursions may not have toilet facilities or WiFi access on board. Individual country and EEC laws regarding coach transportation will be abided by at all times.

SINGLE SUPPLEMENT

We contract double rooms for sole use for guests paying the single supplement price. Whilst we contract the same standard of room for all guests, it is at the discretion of the hotel as to the allocation of rooms. Due to the unique nature of our contracted hotels, allocated rooms may vary between guests and single travellers may receive a smaller sized double room or in some cases a twin-bedded room. The single supplement reflects fees and charges passed on to us by our suppliers.

TWIN SHARE MATCH

Individual guests may request to be matched in a twin share room with another traveller of the same gender, on most of our tours. This offer does not apply if only one twin room is available at the time of booking. On tours where twin share matching is offered, should a match not be found the single supplement price will be charged and the guest allocated a double room for sole use. At some hotels single travellers may be allocated a twin bedded room. If you are matched with another traveller there is always a risk of incompatibility and we cannot be held responsible if the person, or the allocated room, is not to your satisfaction. All rooms allocated to twin share match guests shall be treated as non-smoking.

TWIN & TRIPLE SHARE ROOMS

Throughout much of central Europe traditional hotels sometimes offer 'French Twin' sleeping arrangements which comprises of a large bed base, often sharing a single headboard, topped with two single mattresses with separate bedding.

Many modern hotels now have glass-walled bathrooms, with or without privacy curtains. Please consider this when booking a twin share room, particularly on a twin share match basis.

Triple rooms are available on request. If available, triple rooms may consist of one double or two single beds and the third bed may be a rollaway or sofa bed, which in some cases may not always be entirely suitable for an adult. Therefore, triple share rooms are only available for children aged 16 years or younger. In most cases, the addition of a third bed will result in the space in the bedroom being limited.

PORTERAGE

Unless otherwise stated, hotel portage for one suitcase per person is included at each stay during your tour. Porterage is not included on the first or last days of your tour when arriving or departing your hotel independently.

MINIMUM MOBILITY REQUIREMENTS

Albatross Tours offers a range of tours to a variety of destinations. A number of tours include visits to hilltop towns, which may have some steep, uneven cobblestoned streets or castles, and attractions with steep staircases and no lifts. Additionally, some larger cities only provide coach drop off points beyond the city-wall limits of old town centres. A reasonable amount of walking will be involved on all tours and therefore a certain level of fitness and mobility is required. If you have walking difficulties or mobility limitations our tours may not be suitable, and we reserve the right not to accept your booking. For further information or clarification on minimum mobility requirements please refer to your brochure, the Albatross Tours website or call our offices.

PASSPORTS AND VISAS

It is your responsibility to hold a valid passport and arrange all necessary visas, permits and certificates required for your selected tour(s). Albatross Tours cannot meet any expenses or losses you may incur as result of not having the correct visas or valid passport to travel. If you are unsure please contact your travel agent or call our offices.

EXCLUSION FROM TOUR

We may exclude you from the tour at our discretion if you fail to comply with our (or any of our supplier's) reasonable instructions, or if we (or our supplier) acting reasonably consider that you are interfering with the other travellers enjoyment of the tour, or if you require special assistance due to an existing medical condition or disability not previously disclosed to us. If we exclude you from the tour, then you will not be entitled to any refund for any remaining portion of the tour and you will be responsible for all costs associated with your onward travel.

COMPLAINTS

In the event of a problem with any aspect of your tour you are obliged to make an Albatross Tours representative or our local supplier aware of such problems immediately. Albatross Tours offers a 24-hour emergency contact phone number for this purpose.

In the event of dissatisfaction with your hotel room, please advise the hotel and/or your tour manager immediately so they may try to rectify the situation if possible.

Albatross Tours will only consider claims made against it in those circumstances where we or our suppliers have had the opportunity to put things right and where the claim has been received by us, in writing, within 30 days from the end of the services provided by us, otherwise, the client will have no right to make any claim against us.

ACCURACY

Albatross Tours makes every effort to ensure the quality of accommodation and the accuracy of information in our brochures, on our website and in other marketing. We shall not be liable for any dissatisfaction you may have with the accommodation and itinerary or any injury, damage or loss caused by the change or withdrawal of any price, detail or other item or service.

RESPONSIBILITIES

We will provide the agreed travel arrangements to you with reasonable skill and care. This means that, subject to these conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making or providing your travel arrangements. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers if they were carrying out the work, we had asked them to do.

We will not be responsible if the loss, damage, claim or expense was caused by the acts or omissions of yourself, of any other third party not connected with the provision of your holiday arrangements, or due to an event of force majeure.

Please note that if the services which gave rise to the claim complied with local laws and regulations, the services will be deemed to have been properly performed, even if this would not be considered the case in Australia.

Australian Consumer Law and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, Albatross Tours disclaims all warranties.

To the extent permitted by law, the maximum liability of Albatross Tours to you under these conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

This agreement shall be governed and controlled in accordance with the laws of Queensland, Australia. If any provision of these conditions is found to be unenforceable, then it will be severed from these conditions without affecting the remaining provisions.

PRIVACY STATEMENT

Albatross Tours respects your privacy and will only use your personal information in accordance with our Privacy Policy and in accordance with the Privacy Act 1988 and EU General Data Protection Regulations. You can obtain full details of how we collect, hold, use, manage and disclose your personal information from our Privacy Policy, a copy of which may be obtained by calling us on (61) 7 3221 5353 or by visiting our website at www.albatrosstours.com/privacy-policy. We reserve the right and you consent to use any group photographs received from our guests or Tour Managers in our marketing material and promotional activities.

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