

1. Our contract - services provided to you by Edventure Global

You have booked a third-party operator trip with Edventure Global Travel Pty Ltd (ABN 35 007 172 456) (**us/we**). In this circumstance, we act as an agent for and sell certain Tours on behalf of the third-party travel operator (**Operator**). Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us to) provide travel advisory services, make travel bookings on your behalf and to arrange relevant contracts between you and the Operator (the **Booking Services**). You pay us for providing the Booking Services to you. Your Booking Confirmation is your acknowledgement that we are entitled to retain payment for the Booking Services from the Operator. The terms of the relationship between us are governed by these Agency Booking Conditions.

2. What the Operator provides to you

In this relationship, we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by the Operators. The Operator is responsible for providing the Tours to you. All bookings are made on your behalf subject to the **Operator Terms and Conditions**, including conditions of carriage and limitations of liability, imposed by these service providers. We will require you to expressly agree to these **Operator Terms and Conditions** that apply to the Tours. We will provide you with copies of the Operator Terms and Conditions on request.

3. Deposit and final payments

You will be required to pay a deposit when booking your Tours. Unless otherwise specified in the **Special Conditions**, your sales consultant will advise how much that will be as out in the relevant Operator Terms and Conditions. A deposit will secure your booking, however prices quoted may change before you make the final payment. The timing for your final payment is set out in the relevant **Operator Terms and Conditions** unless otherwise advised to you by your Sales Representative. We are not liable for any changes made by an Operator to the payment due date and prices for Tours are not guaranteed until payment has been made in full and documents have been processed by the Operator.

4. Price and Itineraries

The Tours offered by the Operator are subject to availability and can be withdrawn without notice by the Operator. Tours may also change at any time in accordance with the terms and conditions you agree with the Operator. The prices for your Tours may be subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means the prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. The most up to date pricing is available on our [website](#).

The price of your Tours may change at any time up to your departure due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if Operator or government action should require us to do so, even after you have paid all or part of the quoted price for your Tours.

Transfers to a third party or an alternative trip are only permitted when operationally possible and, in the case of transferring to a third party, where the transferee meets all the requirements in relation to the trip. Certain fees may apply.

5. Your details

For us to confirm your travel arrangements, you must provide all requested details with the balance of the Tours price. Necessary details vary by trip; they may include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips you may be required to complete and forward a Self-Assessment form which will be provided to you by your sales representative. Some Operators will deny carriage if the customer's name varies from their booking. We are not liable for any loss or damage arising from the incorrect entry of a customer's name or as a result of the Operator's policies.

For more information about how we treat your personal information please refer to our [Privacy Policy](#).

6. Refunds and cancellations

All bookings are made on your behalf subject to the **Operator Terms and Conditions** imposed by the

relevant Operator. We are only able to provide you with the remedy provided by the Operator (if any, which may include a credit to use for future travel supplied by the Operator). If you are eligible for a refund in relation to a Tours for which payment has been made to the Operator, we will not provide a refund to you until we receive the funds from the Operator to return to you.

In the event of a force majeure event making it impossible or unsafe for an Operator to deliver all or part of any Tours, we will use our reasonable endeavors to assist you to obtain a refund from the Operator.

Depending on the circumstances, losses may amount to a proportion of the booking price. We will use our reasonable endeavors to minimize losses incurred by you.

7. Our liability to you

Because we provide you with the Booking Services and you pay us for acquiring the Booking Services only, we are liable to you in accordance with these terms and conditions for any breaches of our obligations in providing the Booking Services to you. Subject to the application of consumer guarantees which may be implied into the supply of the Booking Services to you, we are not otherwise liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, direct, indirect, consequential, economic loss, incidental damages, lost profits or savings or damages for disappointment) which is suffered directly or indirectly in connection with the:

- use of (or inability to use), including a disruption to the Booking Services;
- the delivery or non-delivery of the Tours; or
- any act or omission of the Operator or other third parties.

Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage.

Nothing in these terms and conditions is intended to exclude or restrict the application of: consumer guarantees under consumer protection laws (including Australian Consumer Law) but we do not give any guarantee or warranty and do not make any representation of any kind, express or implied, with respect to use of the Booking Services supplied by us outside these laws; or any package travel regulations or other consumer protections that may apply to your booking.

All information relating to a Tours or an Operator is provided by the Operators or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of accommodation or services provided by the Operators.

8. The liability of Operator

Your legal rights in connection with the provision of the Tours are against the Operator and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) the Operator is unable to provide the Tours for which you have contracted, your rights are against the Operator and not against us. Any loss or risk from any Operator or Tours lies solely with you, whether arising from, but not limited to, insolvency, winding up, bankruptcy or similar.

9. Indemnity

You indemnify us (and all of our subsidiaries, officers, employees, contractors and agents) against all losses, claims actions, proceedings, liabilities, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

- your access or use of the Booking Services, this includes your delegate's access or use of the Booking Services through any means provided to you; and
- from any claim arising from your travel arrangements including but not limited to any claim in relation to any Operator or Tours.

10. Acceptance of risk

You acknowledge that the nature of your Tours may be adventurous and participation involves a degree of personal risk. You may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives.

You also acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19

virus. It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. You acknowledge that your decision to travel is made based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time. You acknowledge that you may be required to follow additional policies or requirements in order to travel during this time. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

11. Passports and visas

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region you visit on your trip. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. Your passport must be valid 6 months after the last date of travel as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the trips, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by us that is a direct result of your failure to secure or be in possession of proper travel documentation.

12. Travel insurance

Travel insurance is mandatory and must be taken out at the time of booking. The specific insurance cover required for your Tours will be set out in the Operator Terms and Conditions and may vary between Tours. You are also strongly advised to take out cancellation insurance at the time of booking. We are not responsible for any failure by you to acquire adequate insurance cover.

13. Privacy policy

Any personal information that we collect about you will be handled in accordance with our [Privacy Policy](#) and may be used for any purpose associated with the Booking Services and the delivery of the Tours. In making this booking you consent to this information being passed on to the Operator and any other relevant persons to enable us to provide the Booking Services or, if permitted by any relevant Spam laws, to send you marketing material in relation to our events and special offers. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas Operators with whom you make a booking. These Operators will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. You are responsible for reviewing this [Privacy Policy](#) periodically and informing yourself of any changes to this [Privacy Policy](#).

14. Applicable laws

The laws of Victoria, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Agency Booking Conditions must be initiated in the courts of Victoria, Australia. Nothing in these Booking Conditions, including this clause 14, affects your rights as a consumer to rely on any applicable local laws.

15. Assignment and Registered address

We can assign or otherwise transfer any of our rights or obligations under these Booking Conditions, including novation to a related body corporate (as defined in the Corporations Act 2001 (Cth)), at its sole discretion on written notice to You (including notice via the Website).
5A Hartnett Close, Mulgrave VIC 3170

16. Acknowledgement

You acknowledge that you are 18 years of age or older and that you understand and agree with the above Agency Booking Conditions and our [Privacy Policy](#).