



## TERMS AND CONDITIONS FOR TOUR MEMBERS

This Terms and Conditions for Tour Members document outlines the agreement between:

1. Travel Gang  
("TG")  
And
2. Tour Member/s

### **PREAMBLE**

1. This document provides the Terms and Conditions which a Tour Member/s agrees to whilst participating in an organised TG tour.
2. This document provides the Tour Member/s with the basic conditions and tour parameters that can be expected from their tour.
3. The document is also intended to protect TG by, among other things,
  - a. clarifying TG's expectations of a Tour Member/s; and
  - b. laying out reasons for termination of Tour Member/s participation in a TG Tour.
4. The following conditions apply to all Tour Members and all related parties including, but not limited to, Principals, Directors, Teachers, Leaders, Chaperones, Parents/Guardians, Students under the age of 18. Students under the age of 18 and Parents/Guardians are both required to have read, understood and accept the terms and conditions for inclusion in TG tours and programs.

### **TERMS AND CONDITIONS**

#### **PART ONE – HEALTH AND TRAVEL LIABILITY INSURANCE**

- 1.1 It is mandatory for all Tour Member/s to obtain appropriate and comprehensive travel, medical and liability insurance that will cover them for the full duration of their tour.
- 1.2 TG is not an insurance agent but recommends that Tour Member/s arrange their own comprehensive travel, medical and liability insurance at the time of initial tour deposits being made to TG.
- 1.3 Tour Member/s must be in a state of good health at the time of departure, and not carry any disease or condition which may affect their travel and participation in any tour program or affect the wellbeing of the tour group in general or tour participants or which may in any way disrupt the tour.
- 1.4 Tour Member/s must disclose to TG and the underwriters of their medical, travel and liability insurance, the nature of all pre-existing conditions up to the time of their departure.
- 1.5 TG tours and programs can involve frequent walking of a low to medium impact over long distances, hilly, undulating and broken

ground and terrain. The pace and scheduling of some tour days may create a stressful and exacerbated situation for tour members with pre-existing cardiac, respiratory, obesity and immobility conditions. It is recommended that intending tour members consult with their medical practitioner to ascertain their level of health.

- 1.6 Wheelchair, lift and/or escalator access is often not available.
- 1.7 TG reserves the right to refuse Tour Applications and deposits from patrons suffering from obesity, asthma or other conditions likely to create special needs unless a relevant medical and health clearance for travel is provided from an accredited medical practitioner certifying that the condition will not affect the person's mobility or travel to any significant extent.
- 1.8 A Tour Member/s with pre-existing medical conditions, illnesses and disabilities prior to departure must provide TG with written medical clearance from a registered medical practitioner.
- 1.9 TG Tour Member/s under the age of 18, who are in need of taking prescribed medication on tour must carry a letter of confirmation and authorization from a registered medical practitioner for the medications required by the Tour Member/s and the nature and purpose of the medication.
- 1.10 Costs incurred for medical treatment, hospitalization and/or return to Australia as a result of that hospitalization or related medical condition must be met by the Tour Member/s family and/or the Tour Member/s travel and medical insurance.
- 1.11 TG and its subsidiary trading companies are not responsible for processing Tour Member/s insurance claims.

## **PART TWO – CODE OF CONDUCT AND BEHAVIOUR**

- 2.1 TG reserves the right to not accept Tour Applications and deposits from patrons found to have a criminal record and specifically a criminal record for any offence/s relating to children by law within any State or Territory of Australia. Any criminal records of this nature must be disclosed to TG. By signing this agreement each person warrants to TG that they do not have a criminal record arising from any act or neglect involving children.
- 2.2 Tour Member/s are not to invite into their rooms, any person who is not a part of an authorised room share arrangement throughout a TG tour.
- 2.3 With the exception of male and female siblings in the care of their parents or Temporary Guardian, males and females under the age of 18 years are not permitted to enter or share rooms unless otherwise notified in writing by TG.
- 2.4 Curfews set by TG representatives must be kept by any Tour Member/s under the age of 18.
- 2.5 TG Directors, Tour Managers and Guides are not expected to mind or supervise students or minors unless otherwise notified by TG in writing. Supervision of students and minors at all times whilst on tour is the responsibility of group leaders and teachers.
- 2.6 Any action which affects the comfort of tour members and overall group harmony, including but not limited to verbal or physical language, gesture or abuse, inability to follow reasonable directions from TG Tour staff, racist behavior, physical violence, causing, participating and coercing others in riotous, disorderly and anti-social behavior or breaches of the criminal law of the country or state in which the alleged breach occurred will not be tolerated and may be dealt with in accordance to clauses 2.14, 2.16, 2.17, 2.22 and 5.5.
- 2.7 Tour Member/s are not to leave the confines of the TG organised tour program components or break from the main tour group without the authority of TG Directors.

- 2.8 A Tour Member/s must abide by any dress code set by TG and in accordance with the directions of the group's tour leader.
- 2.9 All Tour Member/s must at all times conduct themselves in such a way that upholds the positive image of TG.
- 2.10 Smoking, consumption of alcohol, the use or abuse of non-prescribed and illicit drugs and the abuse and/or breaches of the laws of the host country or state in which the alleged breach occurred, is strictly forbidden. Any breaches may at the sole discretion of TG, result in withdrawal/exclusion of the tour member/s from the remainder of the tour in accordance with clauses 2.14, 2.16, 2.17, 2.22 and 5.5.
- 2.11 Adult Tour Member/s must undertake to smoke or consume alcohol, should they choose to do so, only in the prescribed places and out of view of student Tour Member/s under the age of 18 years. NOTE: The legal age for alcohol consumption in the USA and parts of Europe is 21 years of age.
- 2.12 Tour Member/s will not change or attempt to change any TG tour or tour program for themselves or others.
- 2.13 Tour Member/s must comply with all reasonable directions issued by TG and its representatives.
- 2.14 Tour Member/s must meet TG staff promptly at pickup and meeting points throughout the tour. TG is not responsible for cost of transport incurred by tour member/s that are late and miss the group transport.
- 2.15 Any conduct or behavior of a Tour Member/s whilst on tour which bring into disrepute or affects, or intends to affect, the reputation and operations of TG and its representatives, or places themselves or others at risk or harm may, at the sole discretion of TG, result in withdrawal/exclusion of the Tour Member/s from the remainder of the tour.
- 2.16 Tour Member/s and Parent/Guardian/Carer/s of a Tour Member/s indemnifies TG against any costs, claims or demands as a consequence of any conduct of any person causing or resulting in damage or injury to persons or property.
- 2.17 Tour Member/s in breach of the terms and conditions outlined within the *Terms and Conditions for Tour Members* may at the discretion of TG be automatically excluded from the tour and will be returned home to the Tour Member/s country of origin.
- 2.18 The cost of returning a Tour Member/s to Australia/country of origin and all associated costs and expenses incurred by TG, including but not limited to airfares, transportation, transfers, taxes, accommodation, TG administrative costs, chaperone costs, will be charged to the Tour Member/s and/or their parent/guardian.
- 2.19 A Tour Member/s misconduct or behavior may also result in detainment and/or arrest by law enforcement agencies including police, immigration and customs authorities, or legal action by TG and/or its agents.
- 2.20 In addition to TG *Terms and Conditions for Tour Members* Tour Member/s are also accountable for their behavior and conduct to their school/group and all policies of their school/group relating to acceptable behaviour and conduct.
- 2.21 Parents, Chaperones and Temporary Legal Guardian's (see PART THREE) on tour will also be personally responsible for the appropriate behaviour and conduct of their child/ren.
- 2.22 Any breach of a legal code (including, but not limited to alcohol or illicit drug use) will be outside of the parameters of TG duty of care and will be placed in the hands of the appropriate law enforcing agency within the country in which the breach has occurred and be dealt with accordingly.
- 2.23 No refund will be paid by TG to a Tour Member/s for forfeited tour components arising from exclusion due to breach of TG *Terms and Conditions for Tour Members* or legal detainment or delay whilst on tour.

### **PART THREE - TEMPORARY GUARDIANSHIP OF UNACCOMPANIED MINORS**

- 3.1 TG's Authorisation of Temporary Guardianship of Minors Application is compulsorily for all Tour Member/s under the age of 18 years traveling without a legal parent/guardian.
- 3.2 If requested and agreed, the Temporary Guardian for minors on tour may be a TG representative.
- 3.3 Tour Member/s under 8 years of age cannot be eligible for a TG Authorisation of Temporary Guardianship of Minors Application.
- 3.4 As a Temporary Guardian you may be required to stay with an ill or hospitalized minor aged Tour Member under your care, for an unknown duration as required, and provide the necessary duty of care. This responsibility and duty of care may include accompanying your legal minor home to Australia or a designated country prior to the completion of the tour, or post tour. All costs relating to and incurred by care, hospitalization, return or additional tour components, travel and transport are at the Temporary Guardian's own cost or by special arrangement between the Temporary Guardian and the minor's parent/guardian.

### **PART FOUR - ROLES OF GROUP PRINCIPALS, DIRECTORS, TOUR LEADERS, TEACHERS, SUPERVISORS, CHAPERONES, CARERS, ADULTS**

- 4.1 TG tours and tour programs are primarily for youth and student educational groups. Parents, chaperones, carers and specified adults are invited to accompany a specified tour group and participate in the activities and care for minor aged tour members providing they are endorsed by the principals, teachers and/or leaders of the tour group.
- 4.2 All Parents, chaperones, carers, Temporary Guardians and specified adults are required to acknowledge that TG has overall and overriding control over the conduct of its group tour programs and all Tour Members participating in any TG activity.
- 4.3 All Parents, chaperones, carers and specified adults will comply with all reasonable directions given by TG representatives conducting TG tours and tour programs.
- 4.4 All Parents, chaperones, carers and specified adults, with students, minors, unaccompanied minor tour members, their own children and tour members under 18 years of age, will be responsible for ensuring and upholding the objectives of the tour, contributing to the duty of care, tour harmony, welfare and safety whilst participating in TG tours and tour programs.
- 4.5 All Parents, chaperones, carers and specified adults are expected to encourage positive attitudes to promote group harmony and act as appropriate role models for the tour group, overall and throughout the duration of the specified tour.
- 4.6 TG will assist in making return travel arrangements in conjunction with its agents and on behalf of any ill or hospitalised Tour Member/s.

### **PART FIVE - TOUR COST & QUOTES**

- 5.1 Quoted costs are based on information available at the time of quote and are subject to change.
- 5.2 Tour costs will be revised regularly due to various circumstances including, but not limited to, currency rate fluctuations, a change or reduction in tour group numbers, agents increases, tour component cost increases and contracted cost confirmation of each tour component and relevant currency exchange rates (CER), where applicable.
- 5.3 TG, it's agents and travel agents, local and international, reserve the right, as seasonal rates and costs, economic and financial trends, and international currency exchange rates fluctuate or increase, to pass cost increases (and savings where applicable), additional to the initial or quoted tour costs to Tour Member/s.

- 5.4 Final tour costs (subject to circumstances outlined in 5.2 and 5.3) will be advised by invoice before the final deposit is due.
- 5.5 TG reserves the right to vary the cost, vary the duration of the tour or to cancel the tour in the event that the number of fully paid Tour Member/s is less than the stipulated minimum number of Tour Member/s specified at the time of quoting a specified tour and tour program.
- 5.6 Each individual tour has its own set of inclusions. Please see your specific tour inclusions document for an itemised list.
- 5.7 Tour program cost exclusions; passport and visa costs, additional charters and transport whilst on tour, meals where not specified, spending money, promotional material, travel, medical, hospital, property and personal liability insurances, items not specifically listed as included.
- 5.8 TG reserves the right to move the surplus or deficit cost for any contracted tour component cost to another included tour component, to meet the shortfall or deficit in cost.
- 5.9 In cases where TG has received full payments, and holds amounts to be paid to international agents whilst on tour, and international agents have increased their costs within the terms of their conditions, and above the advised amount of final and full payment, TG reserves the right to cancel an applicable on-tour payment component and refund pro rata amount/s to Tour Member/s.
- 5.10 Payments, deposits and funds due to TG must be paid prior to the advertised due date as specified by TG. You must allow the appropriate amount of time for funds to transfer between bank accounts.
- 5.11 In the case of a currency exchange rate (CER) increase, (i.e. a higher value of the Australian Dollar against a specific international currency), a pro rata refund will be due to Tour Member/s to the extent that such fluctuation reduces TG's costs.
- 5.12 TG is not responsible for the payment of bank fees associated with transaction between the tour member and TG.

#### **PART SIX - PAYMENTS**

- 6.1 Until the full cost of the tour is paid and the minimum numbers are achieved you are not guaranteed a position on a TG tour. All deposits including your initial deposit are required to initiate travel/tour arrangements.
- 6.2 All deposits and interim payments are non-refundable.
- 6.3 TG will establish a schedule of payments specific to each tour. These payments will be made periodically or as required by the agents providing tour components and services (e.g. accommodation, charter bus companies, Broadway theatre booking agents, Disney theme parks). Such payments are subject to the conditions of the applicable agents providing tour components and services.
- 6.4 Initial deposits, interim payments and full payments may be made by cash, cheque or direct bank deposit.
- 6.5 Inclusion in any tour or tour program is subject to the payment of stipulated deposits and interim payments and the required deposits and payments being made by the due dates advised. Penalties or withdrawal from the tour will apply to Tour Member/s who make late payments.
- 6.6 Payments for travel related tour components (e.g. flights and cruises) are subject to the terms and conditions of the individual travel agents involved.
- 6.7 Where a Tour Member/s withdraws for any reason (including accident, medical emergency, natural disasters, civil unrest, terrorism and acts of God) from a tour or tour program, before departure of the tour, refunds are not available. Your travel insurance company should be contacted.

- 6.8 A Tour Member/s who wishes to extend their tour itinerary or schedules outside of the main tour package, cost and inclusions post or pre-tour can make those arrangements personally with their own travel agent of choice and make any additional payments directly to that travel agency.

#### **PART SEVEN – TOUR PROGRAM AND ITINERARY CHANGES**

- 7.1 All tour programs are conducted under the sole direction and control of TG and its representatives.
- 7.2 TG reserves the right to make tour itinerary and program changes at its discretion and in the best interests of the tour, tour program and tour group.
- 7.3 Family groups with minor aged children in their care may be able to extend their tour (pre tour or post tour) if the conditions of their group and pre booked airfare will allow.
- 7.4 Individuals, over 21 years of age, may be able to extend the duration of their tour if the booking conditions of their group flight/travel arrangements and reservations will allow.
- 7.5 Tour Member/s choosing to cancel a pre-paid, predetermined tour, excursion or tour component (pre departure or whilst on tour) will not be entitled to a refund.
- 7.6 A Tour Member/s who is late in meeting predetermined transfers, transport and travel schedules will be deemed as absent and will be left behind. The main tour group will continue to follow set tour itineraries as scheduled, excluding missing parties.
- 7.7 Tour Member/s and parties who miss their scheduled transfer, transport, flight or cruise forfeit their right to any refund for missed, lost or forfeited tour components.
- 7.8 TG may attempt, but will not be obliged, to assist absent or late parties with making alternate transport arrangements while on tour. Any alternate arrangements will be made at the Tour Member/s cost.
- 7.9 TG Tour programs can not be altered once a tour has commenced.

#### **PART EIGHT - LIABILITY**

- 8.1 TG acts as an agent for companies including, but not limited to, airlines, transportation companies, bus operators and hotels and will not be held liable in any capacity for losses, damages, accidents, changes to schedules, theme park and other venue closures, cancellations, postponements, civil unrest, acts of god or other irregularities, however caused or which may arise beyond the control of TG. TG will accept no liability for losses or additional expenses due to changes in air, rail, sea or other travel services, sickness, weather, quarantine, strike, over-bookings or other cause.
- 8.2 In the event of cancellation of a tour component, including but not limited to, theme parks, museums, galleries, historical sites, special guided tours, without prior notice from the event or venue, tickets and entry fees that have already been paid out may be transferred to other tour component costs, at the discretion of TG.
- 8.3 TG will not be in any way responsible to any Tour Member/s, individually or collectively, who arrange and participate in extended or independent itineraries and travel, pre-tour or post tour, external to the main TG tour, program and itinerary.
- 8.4 Extended or independent tours and programs arranged by individuals to occur outside of the main TG tour must not in any way impinge, change or disadvantage the progress and conduct of main TG tour itineraries, schedules, programs, activities and existing reservations. Should independent itineraries be affected and additional costs be incurred to the individual due to changes outside of the control of TG, TG bears no responsibility or liability.

**PART NINE – FINAL ACKNOWLEDGEMENT**

- 9.1 All TG Tour Member/s including, but not limited to, Principals, Directors, Teachers, Leaders, Students, Parents, Carers, Temporary Guardians, must acknowledge that they have read and understand the Terms and Conditions outlined within this document relating to inclusion and participation in TG tours and programs and its associate companies and agents tours.
- 9.2 In the case of a Tour Member/s being under the age of 18 years a legal parent or guardian must read and understand the Terms and Conditions outlined within this document. The parent or guardian on behalf of the minor aged Tour Member/s must acknowledge that they have made the minor aged Tour Member/s aware of the Terms and Conditions of TG and inclusion and participation in any of its tours and tour groups.
- 9.3 TG reserves the right to take any action it deems necessary if a breach of its *Terms and Conditions for Tour Members* occurs.

**EXECUTION**

**Tour Member**

I \_\_\_\_\_ have read and understand the all of the above, and agree to comply with the standards and code of behavior set down in *Terms and Conditions for Tour Members*.

Signed:

Date:

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**FOR TOUR MEMBERS UNDER THE AGE OF 18, IT IS A REQUIREMENT THAT YOUR LEGAL PARENT / GUARDIAN ALSO AGREE TO THIS DOCUMENT ON YOUR BEHALF.**

**Legal Parent / Guardian of Tour Member:**

I \_\_\_\_\_ have read and now understand the entirety of the above terms and conditions and as the legal carer of the above mentioned tour member, hereby acknowledge that I have made my child aware of the conditions, standards and code of behavior set down in *Terms and Conditions for Tour Members* and I agree to all such terms and conditions on behalf of such participating child.

Signed:

Date:

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_