

# BOOKING FORM

To book your tour please complete this form and return by email along with a copy of your PASSPORT and your DEPOSIT



making travel meaningful



## Ekno Experience Tours & Travels Pty Ltd

4 Elizabeth Way, Nambour, Queensland 4560, Australia.

Phone: +61 437967819 Australia

Email: [tour@eknotravels.com.au](mailto:tour@eknotravels.com.au) Website: [www.eknotravels.com.au](http://www.eknotravels.com.au)

Tour name:

Departure Date:  Departure City:

Accommodation:  Twin  Single Configuration:  2. Seperate Single Beds  1. Double Bed

Applicant: PLEASE WRITE FULL NAME IN BLOCK LETTERS AS SHOWN ON YOUR PASSPORT

Title:  First Name:  Middle Name:  Surname:

Preferred Name:  Occupation:  Date of Birth:

Passport Number:  Expiry Date:  Nationality:

Full Postal Address:

Home Phone:  Work Phone:  Mobile Phone:

Fax Number: ( )  Email:

### Other Details

Do you have any physical/medical/mental issues? Yes  No  If yes, then describe:

Are you on medication?  Yes  No If yes, then describe:

### Flight, Travel Insurance, Deposit and Payment Plan

Flight required  Travel Insurance required  Payment Plan required  Deposit   
(ask us for details)

I have read & agree to abide by the terms, conditions & responsibilities as written in following link: <https://eknotravels.com/terms-conditions/>

**Person named on this form is fit and physically able to travel throughout the destinations as described.**

Signature:  Name (please print):   
Date:

### Payment Method

#### Direct Debit (via internet):

Bank: St George Bank Limited, 223 Queen Street, Brisbane, QLD, 4000, Australia

Swift Code: SGBLAU2S, Bank/Branch No/BSB: 114-879, Account: 464172628, Account Name: Ekno Experience Tours & Travel Pty Ltd

#### By Credit Card

<https://pay.travelpay.com.au/EKNO>

### Emergency Contact Details

Name:

Mobile Phone:  Email:

Relationship to you:

# Terms & Conditions

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your trip. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request. "You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our" and "Ekno Travels" means Ekno Experience Tours & Travels Pty Ltd].

## BOOKINGS

A booking request is accepted when we issue a written booking confirmation and you have paid your deposit. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours other than a director has the authority to vary or omit any of these Booking Conditions or to promise any discount, refund or credit.

## SERVICES

The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements.

## PRICES & EXCLUSIONS

Prices stated are in Australian Dollars(\$AUD) and are current at the time of publication. The price includes accommodation, transportation and other inclusions as per the published itinerary. International and domestic airfares and airport/hotel transfers are not included unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

## PRICE SURCHARGES

We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation, fuel or air fare surcharges, or the imposition of new or amended Government charges. We will not surcharge for currency fluctuations once full payment has been received by us.

## DEPOSIT

A 30% deposit per person or \$800 (whichever is the greater), is required within 7 days (unless otherwise stated) of us accepting your booking. The deposit represents a fee payable to us for services associated with the processing and confirmation of your booking and any consultations on travel arrangements that we may provide to you. Because these services are provided as soon as we confirm your booking, the deposit is non-refundable other than where we cancel your travel arrangements for reasons other than Force Majeure (see below).

Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable.

## FINAL PAYMENT

Payment in full must be received by the date(s) reflected on your invoice OR no less than 60 days before commencement of your trip. We are under no obligation to remind you of a payment becoming due. If we fail to receive a payment from you by the due date for payment in clear funds, then this will be deemed a cancellation by you (see below). Note: some trips may require payment (including full payment) earlier or in additional instalments and this will be advised with the booking confirmation. For late bookings (bookings within 59 days of departure), full payment is required at the time of request. You acknowledge that we may not be able to confirm services, in which case we will provide you with a refund.

## CANCELLATIONS BY YOU

### Covid-19 credit redemptions If:

(a) we issued you with a credit due to your original travel arrangements being disrupted by Covid-19 and associated restrictions; and (b) you have redeemed that credit for new travel arrangements; then (c) you agree that we will not be obliged to refund you the value of the credit if you cancel your new travel arrangements.

If you cancel travel arrangements that have a value which exceeds the value of your credit (Excess Payment), then we will refund you the Excess Payment, less cancellation fees in accordance with the table below, calculated from the date which we receive written notice of cancellation:

More than 90 days before commencement: 25% of the Excess Payment  
90 days to 60 days before commencement: 50% of the Excess Payment  
Within 59 days or no show 100% of the Excess Payment

### New or changed quarantine requirements

If after we confirm your booking: (a) new or changed quarantine requirements are imposed by government authorities either in a destination you are due to visit or in your home State or county and these remain in effect 60 days before commencement of travel arrangements booked with us; and (b) these new or changed quarantine requirements make it reasonably impractical for you to travel; then (c) you may give us written notice to cancel your trip not less than 45 days prior to commencement of the first arrangement.

If you cancel travel arrangements in these circumstances, then we will refund payments made by you less: (a) unrecoverable third party costs and other expenses incurred by us in relation to your travel arrangements; (b) overhead charges incurred by us relative to the price of your travel arrangements; and (c) fair compensation for work undertaken by us in relation to your travel arrangements until the time of cancellation and in connection with the processing of any refund.

### Other Cancellations

If you wish to cancel your trip for other reasons, we require written notice and will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice:

Over 90 days before commencement: Deposit (and any instalment payments only)  
90 days to 60 days before commencement: 50% of the booking value  
Within 59 days or no show 100% of the booking value

## General

You agree that the deductions and cancellation charges specified above are reasonable, represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests. For group departures, a transfer of a confirmed booking to another departure date at your request is deemed to be cancellation of the original booking.

## ILLNESS OR VACCINATION STATUS PREVENTING TRAVEL

If due to any illness, suspected illness or failure to satisfy any required tests (such as a PCR or rapid antigen test in relation to Covid-19) or vaccination requirements:

an airline or other common carrier refuses you carriage;  
a hotel or vessel refuses to accommodate you; or  
we or our suppliers (acting reasonably) exclude you from the trip

and you are consequently prevented from commencing or continuing your trip, then:

if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.

if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

#### **CANCELLATIONS OR RESCHEDULING BY US**

In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

##### **Force Majeure – Prior to travel**

If in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) consider that your travel arrangements cannot safely or lawfully proceed due to a Force Majeure Event then we at our discretion may elect to:

- reschedule your travel arrangements (in whole or in part); and/or
- cancel your travel arrangements (in whole or in part), in which case our contract with you will terminate (in whole or in part).

If we cancel any of your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third party costs and other expenses incurred by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

##### **Force Majeure – During travel**

If due to Force Majeure we cancel travel arrangements after your trip has commenced, we will provide you with a refund of recoverable third party costs for cancelled travel arrangements only.

##### **Force Majeure – General**

If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance. You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events.

##### **Other cancellations**

If we cancel your travel arrangements for reasons other than Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal quality if appropriate.

We will not be responsible to you for any other expenses or loss you incur if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

#### **AMENDMENTS BY YOU**

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation. An amendment fee of \$200 will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.

#### **AMENDMENTS BY US**

##### **Prior to travel**

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time.

##### **During travel**

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns. You agree that we have the right to pass on any costs we incur for alternative arrangements we put in place for your benefit in these circumstances.

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications.

If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept.

We will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions.

#### **UNUSED & DENIED SERVICES**

No refunds will be made for any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for.

If you are not fully and validly vaccinated against Covid-19 in the destination(s) where services are to be provided, and particular suppliers refuse to provide you with travel arrangements, then you agree you will not be entitled to any refund for those arrangements. We will not be responsible to you for any loss or expenses you incur (including loss of enjoyment or the costs of alternative arrangements) if you are denied services in these circumstances.

#### **CLIENT NAMES – EXACTLY AS PER PASSPORT**

For security reasons, airlines and our overseas suppliers require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

#### **TRAVEL INSURANCE**

It is a condition of your booking that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage, repatriations and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

#### **ACCOMMODATION**

We reserve the right to substitute hotels, vessels and other forms of accommodation with properties or vessels of a comparable or higher standard.

#### **PASSPORTS, VISAS**

It is a requirement that you hold a valid passport and any required visas for your trip. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited.

## VACCINATIONS

It is mandatory for you to be fully vaccinated against Covid-19 with a vaccine approved by the Therapeutic Goods Administration. This is so we can provide a safe environment (by mitigating health risks) for our staff, our contractors, our suppliers and their staff, and our other customers (as relevant). It also assists to protect the communities you will visit. You agree to provide us with evidence of vaccination at least 30 days prior to the commencement of travel arrangements booked with us.

If you fail to provide evidence of vaccination by the time required, then you acknowledge and agree that this will be deemed a cancellation by yourself. Please refer to the "Cancellation by You" section above]

It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

## HEALTH & FITNESS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice.

If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition at the time you made your booking request, we will provide you with a full refund of payments made. If you fail to notify us at that time or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide.

We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

## DIETARY REQUIREMENTS

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

## INDEPENDENT SERVICES

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

## ACCEPTANCE OF RISK

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers. You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

## RESPONSIBILITY

Services supplied by independent suppliers

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier. Any claims you have in this regard must be made against the Independent Supplier. You acknowledge that the Independent Supplier's liability to you may be limited by their own terms and conditions.

### Services we directly supply

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or where the supplier is not an Independent Supplier) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

### General liability limitation

You acknowledge that travel arrangements or services which comply with local laws and regulations 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 State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

To the fullest extent permitted by law, our maximum liability to you under these Booking 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 them resupplied.

## COMPLAINTS

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems immediately.

We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your travel arrangements.

## **DEEMED ACCEPTANCE**

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

## **GENERAL**

The contract between Ekno Experience Tours & Travels Pty Ltd trading as Ekno Travels and you is governed by the laws of the State of Queensland. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Queensland.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here [www.eknotravels.com.au](http://www.eknotravels.com.au)

See Optional Provisions below

## **SCHEDULE OF OPTIONAL PROVISIONS**

### **ROOM SHARE**

We offer a matching service for solo travellers who are willing to share twin accommodation, saving on single supplements. Only travellers of the same sex will be matched. There are no guarantees that a match will be possible and we do not warrant the suitability or characteristics of any persons we match. Please do not request a room-match if you snore. Please note that a person we match you with is not responsible to provide any assistance to you. If we are unable to find a match, single supplements will apply.

### **AUTHORITY ON TOUR**

When joining a group tour, you undertake to conduct yourself in a manner conducive to good group dynamics. If you act in a manner that threatens or disrupts the safety or enjoyment of others on the tour, the tour leader may, acting reasonably, require that you leave the tour. You will not be entitled to any refund for unused services and you will be responsible for any additional costs you incur.

### **MINIMUM NUMBERS**

Some trips are based on a minimum number of passengers travelling. We will advise you prior to confirming your booking if this is the case. If a trip fails to satisfy minimum numbers, the trip may be cancelled. If the trip is cancelled, we will at your election refund you all payments made or credit payments towards alternative arrangements. We will not be responsible for any other travel arrangements affected by, or any additional costs incurred, as a result of cancellation.

### **IMAGE RELEASE**

When on tour, we may take photographs or make recordings of you and your activities that identify you. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your tour.

### **ALTERNATIVE DYNAMIC CANCELLATION FEE PROVISION**

You may cancel your booking by giving written notice to us. Cancellation fees and charges will be levied as follows irrespective of when notice of cancellation is received:

- any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines and ground operators);

- a fee which is the greater of the deposit and 25% of the booking value to compensate us for work performed up until the time of cancellation (including work performed in connection with your travel arrangements prior to your booking) and our loss of profit; and

- a fee which is the greater of \$200 and 5% of the booking value to compensate us for processing the cancellation and any associated refund.

Cancellation fees and charges will not exceed payments received by us at the time of cancellation. If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time

You agree that these cancellation fees and charges are reasonable and required to protect our legitimate business interests.

Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. We will use reasonable endeavours to recover third party payments, but we make no guarantee that we will be able to make recoveries.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.