



Booking Terms and Conditions Agreement

1. INTRODUCTION

- 1.1 Welcome to <https://www.adventuretimetravel.com.au> (**Website**). This Website is owned, maintained and operated by Adventure Time Travel Pty Ltd (ABN 62 626 774 016) (**Adventure Time Travel, we, us or our**).
- 1.2 We want our customers (**you, your**) to have a secure and enjoyable experience when visiting our website or purchasing any of our travel products. These terms and conditions (**Booking Terms**), together with our Privacy Policy (available online on our Website), will govern the use of this Website and our interactions with you. We reserve the right to review and amend the Booking Terms at any time. By using our Website, you agree and accept our Booking Terms as modified from time to time. Please read them carefully and acknowledge your acceptance by signing this agreement on the last page..
- 1.3 We will notify you in the event the entity which operates the Website and our business changes, and, upon such notification, that entity will in all respects replace Adventure Time Travel Pty Ltd (ABN 62 626 774 016) as a party to these Booking Terms, and Adventure Time Travel Pty Ltd (ABN 62 626 774 016) will be fully released from all obligations and liabilities connected with the Website or the Adventure Time Travel business.
- 1.4 Where the provisions of any consumer protection law or other mandatory legislation that cannot be legally excluded apply, these terms will be read subject to the application of that law, and in the case of any conflict, the provisions of that law will apply.

2. YOUR AGREEMENT WITH US

- 2.1 By booking with us, giving us verbal authority to deduct payment from your credit/debit card, or using this Website, you are deemed to have agreed to these Booking Terms. This constitutes the agreement between you and us. Your booking is accepted and confirmed on the basis that you have accepted these Booking Terms on behalf of yourself and, if applicable, all travellers in your party. The services to be provided by us are as set out in your booking confirmation and/or our invoice.

- 2.2 You warrant to us that all information you input into the Website is true, complete and accurate in all respects and you acknowledge that we will rely on the information provided by you in processing and arranging your travel products.
- 2.3 By booking any tour with us, you acknowledge that you may also be bound by the terms and conditions of the ticket or event organiser or other third party.
- 2.4 Your contract with us will be governed by and construed in accordance with the laws of South Australia. You agree to submit to the exclusive jurisdiction of the courts of South Australia in respect of any claim or matter arising under or in conjunction with your contract with us.

3. **BOOKING AND PAYMENT TERMS**

- 3.1 The travel products offered on this Website are subject to availability and can be withdrawn without notice.
- 3.2 To book one of our travel products, you must complete an online booking via this Website (**Booking Form**). You must correctly enter the details of each member of your party according to their **passport** or other identification document, and provide all documents as required by the Booking Form. It is your responsibility to ensure that all details entered into the Booking Form are correct before proceeding.
- 3.3 After submitting the Booking Form, you must take out and maintain your own personal travel insurance, to cover your travel arrangements, which covers you for the period from the booking date to the date of return. Coverage must be taken within 7 days of paying the non-refundable and non-transferable initial deposit (amount payable quoted during booking process).
- 3.4 Confirmation of your booking is not guaranteed until all of the following have been received and processed by us (in order listed):
- (a) **Booking Form (via website):**
Completed during booking process
 - (b) **Signed Booking Terms and Conditions Agreement:**
You will receive an email from DocuSign requesting that you accept Adventure Time Travel's Booking Terms and Conditions Agreement N.B. witness required.
 - (c) **Initial Deposit has been made in full:**
\$2,000.00 per adult "ONLY" - NO DEPOSIT required for accompanying children aged 17yrs or younger.
 - (d) **Certificate of Travel Insurance:**
Refer to Clause 8 within the Booking Terms and Conditions Agreement; and upload to your Customer Portal.
- 3.5 You must make full payment of the remaining amounts owing (being the full amount owing in respect of your purchase of our travel product, less the Initial Deposit) by the due date that is shown on your invoice. If payment of the full amount is not made in accordance with this clause, we may at our sole discretion cancel your booking.

- 3.6 We accept payments via Electronic Funds Transfer or credit card. Payment details can be found within your invoice and may be made via the payment portal via this Website, which will be displayed at the time of booking.

4. **PRICES**

- 4.1 All pricing on this Website is reflected in Australian Dollars (as provided on the Website or on your invoice), unless otherwise specifically provided.
- 4.2 All pricing on this Website is inclusive of goods and services tax or other such value added taxes where applicable.
- 4.3 Until you have made final payment in accordance with clause 3.5 above, all prices and other costs are subject to change at any time, including due to changing market conditions, demand and availability, changes in airfares, tariffs, and any conditions imposed by airlines, wholesalers, or other service providers or currency fluctuations (noting that, if applicable, your booking will be charged by us in Australian dollars using the exchange rate at the time).
- 4.4 If a price reduces or is discounted, this reduced rate is not applied to existing bookings which have been fully paid. If a booking is cancelled in an attempt to re-book or re-instate at a reduced rate, the provisions of these Booking Terms relating to cancellation will apply.

5. **FEES**

- 5.1 If you decide to make a change to your booking after it has been confirmed and we accept the requested change (noting we may refuse to make any changes at our discretion), an administration fee will apply per person per change made once reservations have been confirmed (plus any additional charges incurred by accommodation, airlines, wholesalers and other service providers).
- 5.2 You will be responsible for any fees relating to your booking or payment charged by a bank (whether Australian or international).
- 5.3 If making a payment by credit card, a fee charged by Mastercard, Visa, Stripe or American Express will apply.

6. **PACKAGE REQUIREMENT**

The sale of guaranteed race entry is available only by way of purchasing a travel package. A travel package will include the items/services described on the Website in relation to that travel package. Typically, a travel package will include race entry, accommodation, some meals, tours and entertainment. We do not provide "entry only" travel products.

7. **TRAVEL DOCUMENTS**

You are responsible for ensuring all travellers in your party have the appropriate documentation required for travel, including but not limited to passports, visas, permits, entry certificates and health and **vaccination certificates** (as outlined in Clause 9). Please note you may also require documentation to re-enter your country of origin or residence. Your passport must be valid for 6 months beyond the duration of your trip. We will not be held liable if you or any of the travellers in your

party are refused entry, deported or otherwise are unable to fulfil your booking due to a breach of this term.

8. TRAVEL INSURANCE

It is a condition of using any of our travel products that you obtain travel insurance in respect of your trip. A valid travel insurance policy must be obtained within 7 days of making any payment (deposit or full payment). This travel policy must cover the period from the booking date to the date of return. We strongly recommend your policy covers all instances that a reasonable traveller may wish to cover, including illness, injury, death, cancellation, curtailment, personal liability, loss of luggage and personal effects and medical emergencies, which cover may need to be tailored to specific activities you expect to undertake. By booking with us, you warrant that you have acquired comprehensive travel insurance. We are not responsible for any failure by you to acquire adequate insurance cover.

9. TRAVEL ADVICE

9.1 We strongly recommend that before departing, you contact the Department of Foreign Affairs and Trade (“DFAT”) or visit the Smart Traveller website for general and/or specific travel advice relating to your destination(s) (including safety alert levels). You may also wish to register your travel plans with DFAT.

9.2 You acknowledge that you are choosing to travel at a time where you may be exposed to COVID-19. It is your own responsibility to familiarise yourself with all relevant travel information, including in respect of all applicable health risks. You acknowledge you have made your decision to travel based on your own consideration of all available information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

9.3 You acknowledge that you will abide by the current vaccination requirements for Australia and the host country for the event (entry and re-entry), as well as the [mandatory requirements stipulated for participation in the Marathon event](#).

10. CANCELLATION AND REFUNDS

Subject to this clause 10, once submitted to us, all payments (including all the Initial Deposit and any other deposits, staged payments and balance payments) are non-refundable and non-transferrable. This condition applies to all circumstances, including, but not limited to, cancellation of any element of your travel package (including all events and flights), or cancellation of your booking by you.

10.1 CANCELLATION BY YOU

If you cancel your booking, are unable to participate, breach these Booking Terms or any terms and conditions of a third-party event organiser, or otherwise fail to attend or fulfil your booking as planned due to events outside of our control (including but not limited to you providing incorrect names or you’re missing a service departure), we will not provide any refunds, exchanges or credits.

10.2 CANCELLATION OF EVENT

If any event within your package is cancelled by event organisers prior or during the trip due to circumstances outside of our reasonable control, the event entry fee

(including but not limited to the Marathon entry fee) is non-refundable and non-transferrable with both the event organiser and we. They will not provide any refunds, exchanges or credits.

10.3 **CANCELLATION BY US**

In any circumstances at our sole discretion (including but not limited to the situation where an event within your travel package has minimum numbers for departure and the minimum numbers are not met), your booking may be cancelled by us. If this occurs, a full refund will be provided (excluding the Initial Deposit), or you will have the option to change to another similar event that we are operating (subject to availability). If transferring to another event of a higher value, you will be required to pay the difference between the events. If transferring to another event of a lesser value, we will provide a refund for the difference between the events. We will otherwise not be held liable for losses, incidentals or expenses suffered by you in relation to a cancellation of your event.

11. **DISCLAIMER – BOOKINGS**

- 11.1 We reserve the right to refuse an application to register for any event or travel package for any reason at our sole discretion. Should your application be refused, any full registration fee paid up to that time (including the Initial Deposit) will be refunded.
- 11.2 Places are limited for all events and travel packages and will be allocated on a first-come-first-served basis.

12. **USE OF WEBSITE**

- 12.1 You agree to comply with all applicable laws in relation to any transactions or arrangements entered into using this Website. You will not impede the use of this Website by any person.
- 12.2 You must not use this Website in any way that causes, or may cause, damage to this Website or impairment of the availability or accessibility of this Website, or in any way or for any purpose which is unlawful, illegal, fraudulent, or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 12.3 Adventure Time Travel gives no warranties as to the accuracy, currency, suitability or completeness of any information contained on or accessed through our Website. Information provided on this Website is subject to change at any time without notice and may not necessarily be up to date at the time you view the Information.
- 12.4 Adventure Time Travel may, without notice to you, and at any time, modify or discontinue any services offered on this Website.
- 12.5 Adventure Time Travel takes no responsibility for, and will not be liable for, any programming bugs, viruses, faults, or errors or anything else which may damage a device used to access this Website. It is your responsibility to ensure you scan for any viruses or faults before accessing our Website.
- 12.6 By using this Website you acknowledge and agree that:

- (a) we do not warrant that any message or transaction you post, upload or otherwise transmit to or from this Website will be received by the intended recipient; and
- (b) we do not warrant or represent that access to this Website will be uninterrupted.

13. WAIVER OF LIABILITY AND RELEASE

13.1 To the full extent permitted by law, Adventure Time Travel, its directors, employees, agents, contractors, and related bodies corporate will not be liable to any person in respect of any personal injury, illness death, loss or damage (including consequential and special loss or damage and any loss of profits) which may be suffered or incurred or which may arise directly or indirectly from or in connection with:

- (a) any use of this Website or any advice or information received on this Website;
- (b) any transaction entered into through this Website;
- (c) the performance of this Website;
- (d) your participation in a travel product provided by us, including but not limited to any flight, stay, event or trip;
- (e) any breach by you of these Booking Terms; and
- (f) any other dealing or arrangement between you and us,

whether or not the loss or damage was as a result of error or misrepresentation, negligent act or omission, or any other cause whatsoever.

13.2 You release us and our directors, employees, agents, contractors, and related bodies corporate from any liability and expressly waive any claims you may have against us arising out of or in connection with the events listed in clause 13.1.

13.3 You agree to indemnify us, and/or our respective suppliers, directors, employees, agents, contractors, and related bodies corporate from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by any third party arising out of or in connection with the events listed in clause 13.1 or your breach of any law or the rights of a third party.

13.4 Any condition or warranty which would otherwise be implied by law into these Booking Terms is excluded.

13.5 Where applicable, our liability is limited to the extent that any relevant international conventions limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage.

13.6 Under circumstances where our liability cannot be excluded but our liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the *Australian Consumer Law*).

14. FORCE MAJEURE

If Adventure Time Travel is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any circumstances outside of its reasonable control, including but not limited to war, threat of war, riot, civil disturbances, industrial dispute, terrorist activity and its consequences, plague, epidemic, pandemic, infectious disease outbreak or any other public health crisis (including quarantine or other employee restrictions), natural or other disaster, nuclear incident, fire or bushfires, adverse weather conditions, domestic and/or international travel restrictions, changes to travel advisories and restrictions, changes to health advisories and quarantines or changes to applicable laws and/or other government mandates, Adventure Time Travel will be under no liability whatsoever to you and may, at its option, by written notice to you cancel your booking. In the event of such a cancellation, we will not provide any refunds, exchanges or credits.

EXECUTED as an agreement on

SIGNED by the Customers,

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Customer

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Customer

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Name of Customer

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Name of Customer
