



**R · E · E**  
Ros Elite Experience

**Ros Elite Experience**

ABN 38 793 727 997  
www.roselitexp.com  
info@roselitexp.com  
IATA AGENT 96093465

## *Booking terms & conditions*

*Please read these Booking terms & conditions carefully  
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### ***1. Definitions***

*1.1 'Customer' means the person or company, jointly or severally if more than one, acquiring Services from R.E.E., or acquiring Travel Arrangements.*

*1.2 'Booking Conditions' means booking terms and conditions.*

*1.3 'R.E.E.' means Ros Elite Experience A.B.N 3879 3727 997*

*1.4 'Suppliers' means service providers engaged by R.E.E. to provide certain components of a tour.*

*1.5 'Departure Date' means the date scheduled for the Customer to depart at the start of the Travel Arrangements*

*1.6 'Deposit' means an amount payable by the Customer to R.E.E. at the time of Booking, as set out in a Quotation*

*1.7 'Force Majeure Event' means unusual and/or unforeseeable circumstances, beyond the reasonable control of R.E.E. or the Suppliers, that affect the ability of R.E.E. to provide the Services or the ability of the Suppliers to provide Products, including, but without limitation, acts of God, flood, explosion, drought, earthquake, extreme weather or other natural disaster, epidemic, pandemic or significant risk to human health such as the outbreak of disease (including but not limited to COVID-19 and any disease caused by a new strain of the coronavirus), sickness, epidemic or pandemic, quarantine, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law, civil disturbance, guidance or advice issued, or any other action taken by a government (local or national) or port, border, river and/or aviation authority (local or national) or other public authority, collapse of buildings, fire, explosion or accident, or interruption or failure of utility service, government intervention, weather conditions, alteration or cancellation of scheduled air services or other untoward occurrences*

*1.8 'GST' has the definition given in Australia Tax System (Goods and Services Tax) Act 1999 ("Act") or any amending legislation, and includes any similar value-added or consumption tax*



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*1.9 'Material Alteration' means a material change to the Travel Arrangements as reasonably determined by R.E.E.. Examples of a Material Alteration may include, but are not limited to, the following alterations, when made before departure: a change of destination or a change to a lower standard accommodation, and/or price*

*1.10 'Products' means individual components of Travel Arrangements, including but not limited to accommodation, airfares, meals, transport, cruises and tours.*

*1.11 'Quotation' means R.E.E.'s quotation provided to the Customer in respect of proposed Travel Arrangements.*

*1.12 'Refundable Amounts' means the amount/s paid by a Customer to R.E.E. in respect of a particular service the subject of amendment or cancellation, less any unrecoverable costs incurred by R.E.E. and any Retainable Amounts.*

*1.13 'Retainable Amounts' means any Amendment Charge, any Cancellation Charge, and any other amount unrecoverable by R.E.E. or identified in a Quotation as retainable.*

*1.14 'Services' means the booking and payment services provided by R.E.E. in relation to the Travel Arrangements, and the delivery of the Travel Arrangements which are directly controlled by R.E.E., but does not include delivery of any Products provided or to be provided by Suppliers.*

*1.15 'Supplier Fees' means any amounts payable by the Customer to a Supplier, including but not limited to amounts payable to the Supplier in the event of amendment or cancellation.*

*1.16 'Tax Invoice' means a tax invoice which complies with the definition contained in section 29 – 70 of the Act or any amending legislation.*

*1.17 'Travel Arrangements' means the travel arrangements made by R.E.E. including all Products*

*1.18 'ACL' means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010.*

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### **2. Services provided by R.E.E.**

*2.1 R.E.E. act as an travel agent / or Inbound Tour Operator (ITO) / or Destination Management Company (DMC) for and sell travel related products and services as an agent on behalf of, various suppliers / or travel service providers, such as accommodation providers, attractions and tour operators, car hirers and sightseeing cruise or rail operators, etc.*

*The Customer wishes to engage R.E.E. as the Customer's agent to put together a tour for the Customer in Australia, and select and engage Suppliers to provide different components of that tour. The services R.E.E. provide to customers pertain to that agency relationship. In doing so R.E.E. gives no warranty nor makes any representation regarding the services to be supplied or the products purchased by customers. Bookings made on customers' behalf are subject to the relevant travel service provider's terms and conditions, including conditions of carriage and limitations on liability. Customers must read these prior to finalizing their booking. Once the bookings have been made, customers will have a contract with the relevant travel service provider. Customers legal rights in connection with the provision of the relevant travel product or service are against the relevant travel service provider and are not against R.E.E.*

*2.2 The Conditions apply exclusively to every Contract for Services by R.E.E. to the Customer and cannot be varied or supplanted by any other condition unless expressly accepted in writing by R.E.E.*

*2.3 Acceptance: Payment of a Deposit indicates the Customer's acceptance of the Conditions. A contract is formed once the Customer has paid the Deposit*

*2.4 Different Products may have specific terms and conditions, Deposit requirements and cancellation charges applicable to the Products. These will be communicated in the Quotation or prior to the Customer making a Booking*

*2.5 Customers who book with R.E.E. are also bound by the terms and conditions of any relevant Suppliers (Supplier T&Cs) insofar as they relate to Products and Travel Arrangements, and the Customer accepts and agrees that*

*(a) it is the Customer's responsibility to read and understand the Supplier T&Cs as provided to them or where access is made available to them; and*



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*(b) in the event of an inconsistency between these Terms and any Supplier T&Cs, these Terms will prevail to the extent they relate to any Contract between a Customer and R.E.E..*

### **3. Basis of contract, Payment Policy**

*3.1 By making a booking request or by issuing instructions to proceed with a booking request with R.E.E., the Customer acknowledges that they have read, understood and agree to be bound by these Booking Conditions.*

*3.2 Reservations will be subject to availability and will be converted to bookings (subject to availability) upon receiving payment from the Customer:*

*(a) a deposit of 20% of the total cost set out on the Quotation or \$250 per person per travel (whichever is the higher amount) and full names of all Customers as per passports are required to secure a Booking. The Customer is responsible for the accuracy of the information it provides. There may be an additional Deposit depending on the policies of the Supplier of Products. Any additional Deposits will be advised at or before the time of making a Booking*

*The deposit must be received by R.E.E. within 7 days after notification of the reservation or the date 46 - 90 days prior to the departure date, whichever earlier based on R.E.E.'s booking conditions and subject to our suppliers' booking terms.*

*The balance of the tour cost must be paid and be received by R.E.E. no later than R.E.E.'s invoice due day and prior to the departure date as agreed at the time of R.E.E.'s confirmation, unless otherwise agreed in writing, or*

*(b) the whole tour cost for bookings made less than 45 days inclusive from the departure date. Payment must be received by R.E.E. within 72 hours of notification of the reservation, and may be subject to an urgent processing fee, in addition to any applicable Supplier Fees.*

*3.3 A reservation will lapse if the Customer does not pay the deposit or the tour cost by the due date for the relevant payment.*



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*3.4 A binding tour contract will be formed when R.E.E. notifies the Customer that it has converted a reservation to a booking under clause 3.2.*

*3.5 R.E.E. reserves the right to withdraw, change, cancel or reallocate the tour components, the tour cost and the departure date at its discretion at any time before the booking is confirmed*

*3.6 R.E.E. will endeavor to assist if the Customer requests an amendment to the Travel Arrangements up to 45 days, and/or 60 days prior to the Departure Date subject to the following:*

*a) Amendment Charge – fees may apply to any Customer requesting a change to a confirmed Booking or Contract.*

*b) Additional Charges – all other expenses incurred by R.E.E. may also be payable by the Customer at R.E.E.'s discretion.*

*c) Any charges arising from a request for an amendment are payable by the Customer whether or not R.E.E. is successful in confirming the requested amendment.*

*d) Late Amendments – amendments made by the Customer within the cancellation deadline of the booking confirmation are treated as cancellations and re-bookings. Cancellation charges apply as detailed below.*

*e) Any requested variation to a tour booking must be submitted in writing to R.E.E.. R.E.E. may decide in its discretion whether to accept a request for variation. R.E.E. reserves the right to charge an administration fee of up to \$250 AUD per person per variation. The Customer must pay any extra cost arising from the variation including any cancellation fees incurred by R.E.E. from third party suppliers, and the administration fee, within 7 days of notification by R.E.E..*

#### **4. Cancellations & Refunds**

*4.1 The Customer must notify R.E.E. in writing if it wishes to cancel any booking. Cancellations are subject to the Customer paying the relevant cancellation fee set out below and will be effective only upon written acknowledgement by R.E.E..*



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*4.2 Cancellation Fees: If a cancellation is received prior to the departure date, R.E.E. will retain or charge a cancellation fee equal to the full deposit (being AUD250 per person per booking or 20% of the tour cost) as the cancellation fee.*

*In addition, the Customer will be required to pay any cancellation fees imposed by Suppliers on R.E.E., which are in addition to the cancellation fees detailed in this clause and are not covered by the cancellation fees detailed in this clause.*

*Unless otherwise agreed by R.E.E. and the Customer in writing, the following cancellation charges, excluding international airfares, are payable by the Customer based on the number of days prior to the Departure Date R.E.E. receives notice of cancellation.*

*Days prior to Departure Date & Amount or Percentage of Travel Arrangements Price Payable:*

- 91 days or more: 20% cancellation fee or \$250 per person (whichever is higher)*
- 90 – 46 days prior: 50% cancellation fee*
- 45 - 0 days prior: 100% cancellation fee*

*Note: For Hertz rental car bookings - all funds must be processed and paid to R.E.E. at least three (3) working days prior to car hire start. Please refer to the Self Drive Explore page of this website, under "Inclusive Hertz Rental Car Rates", please see the "Cancellation policy for Ros Elite Experience's rental car bookings"*

*The Customer agrees the sums referenced in the cancellation provisions above are not a penalty and represent a genuine pre-estimate of the loss and damage to which R.E.E. will be subject in the event of such cancellation. These include, amongst other costs but not limited to, fees charged by hotels and travel suppliers to R.E.E. for cancelled bookings*

*Additional Charges – the Customer may further incur Supplier Fees for cancellation, including flight providers, over which R.E.E. has no control. These charges can vary up to the amount paid R.E.E. may treat a Booking as cancelled and levy cancellation charges if the Customer does not pay the balance of the Travel Arrangements price 61 days prior to the Departure Date, or R.E.E. invoiced due day, whichever earlier*

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*4.3 No refunds can or will be given in connection with:*

*(a) the Customer change their mind (except where such change of mind and request is within the required cancellation periods outlined in the relevant cancellation policy); or any changes to the tour booking requested by the Customer after departure;*

*(b) the Customer's failure to appear for the tour, or any component part of the tour, or the Customer leaving the tour after its commencement; or*

*(c) the Customer being excluded from the tour, or any component part of the tour, in accordance with these Booking Terms; or where Customer have failed to read the Specific Terms and Conditions of the offer in R.E.E.'s quotation (as set out under the specific cancellation policies for each quotation), or the General Terms and Conditions above; or*

*(d) the Customer cancelling the tour or part thereof within cancellation terms as per clause 4.2 of these Booking Terms, or if Customer cancel a scheduled booking such that the cancellation voids the package in accordance with the merchant's cancellation policy*

*(e) any payments made to suppliers that cease to trade after any payment has been made to R.E.E. by the Customer*

*(f) if the merchant on behalf of whom R.E.E. are advertising the offer does not honour the terms of the offer because the Customer have failed to present a booking confirmation on redemption; or if the supplier does not have availability to redeem the Customer's package because they have not attempted to make a booking within a reasonable period of time (as determined by R.E.E.) from the expiry date; or if the Customer have had a dispute with the supplier on behalf of whom R.E.E. are advertising the offer;*

*4.4 Refunds related to a Material Alteration or Force Majeure Event – subject to the relevant clauses in this terms and conditions, and without prejudice to any obligations it has at law,*

*R.E.E. will refund the Customer the Refundable Amounts within a reasonable time after cancellation. However, the Customer acknowledges and agrees that in certain circumstances, a refund will be delayed if R.E.E. requires the refund to be processed by a Supplier.*



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*In circumstances other than those relating to a Material Alteration or Force Majeure Event, refunds are not made for any missed Services, except for verifiable extenuating circumstances. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals, etc.*

### **5. Suppliers**

*5.1 The Customer acknowledges that the Suppliers are independent contractors and are not under the direct control of R.E.E., and are not the agents or employees of R.E.E..*

*5.2 R.E.E. does not warrant the performance of any Supplier, and the Customer releases R.E.E. from liability for any loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Customer which arises from any act or omission of a Supplier or failure by a Supplier to meet the Customer's expectations.*

*Except as the Conditions specifically state, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, specification or performance of the Travel Arrangements or Services or any contractual remedy for their failure*

*5.3 Suppliers provide services in connection with the tour pursuant to their own terms and conditions, which the Customer must comply with.*

*5.4 R.E.E. will not be held liable for any monies paid to Suppliers in advance for their services, and the Supplier then ceases operation. R.E.E. will endeavor to engage a suitable replacement and the Customer will be required to pay any additional costs incurred.*

*5.5 Baggage is the responsibility of the Customer. Restrictions may apply as to the weight, number of items and nature of the baggage for air travel. The Customer must comply with such restrictions. Lost, damaged or delayed baggage is subject to the terms and conditions of carriage of the relevant carrier. R.E.E. is not responsible for, and the Customer releases R.E.E. from, any liability for any lost, damaged or delayed baggage.*





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### **6. Medical Conditions**

*6.1 It is the Customer's sole responsibility to take all appropriate medical advice prior to departure as to whether the Customer is fit enough to undertake the tour and as to the vaccines, medications and other precautions appropriate to the tour. It is the Customer's sole responsibility to:*

*a) obtain any vaccinations or take any other health precautions applicable to the country or region of travel;*

*b) take all steps reasonably necessary (including, without limitation, the consultation of appropriate medical professionals) to identify whether they have any pre-existing medical conditions or health issues (whether known or unknown) that may preclude, delay, affect or interfere with the Travel Arrangements*

*6.2 The Customer acknowledges that medical services and facilities may not be readily available during the tour, and that no medically qualified personnel will accompany the tour.*

*6.3 Customers must inform R.E.E. at the time of making a reservation (or any stage thereafter should the customer become aware of a medical condition) of any pre-existing medical conditions that might reasonably be expected to affect the Travel Arrangements, which may affect the Customer's ability to participate in the tour.*

*6.4 The Customer acknowledges and agrees that R.E.E. and its Suppliers may in their sole discretion exclude the Customer from the tour or any activity if R.E.E. or a Supplier considers that the Customer is unable to safely participate in the tour or activity as a result of a medical condition. R.E.E. will not be liable for any loss or damage incurred by the Customer as a result of any pre-existing medical condition or health issue of the Customer that may preclude, delay, affect or interfere with the Travel Arrangements.*



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#### **7. Travel Documents & Vaccinations**

*7.1 It is the Customer's responsibility to ensure that all passports, visas, travel permits, health certificates, or other documentation required for the tour are obtained, and are in order, and that all required vaccinations have been obtained. It is the Customer's responsibility to meet any additional costs incurred either by the Customer or by R.E.E. on the Customer's behalf, as a result of any failure to comply with these requirements. R.E.E. is not liable for any loss or costs incurred due to the Customer's failure to comply with this requirement.*

*7.2 COVID-19 Acknowledgement - Prior to making a Booking, the Customer must sign an acknowledgement attesting to their fitness to travel and agreeing to comply with all health protocols as directed by R.E.E. staff during their Travel Arrangements. If the Customer is making a Booking on behalf of a group of individuals, all members of the travelling party above 18 years of age must sign an acknowledgement. For individuals under 18 years of age, a Parent or Guardian must sign on their behalf. The Customer must not travel if they test positive for COVID-19 during the 14 days prior to departure; standard cancellation terms will apply.*

*COVID-19 testing may be required during the tour and any such testing is at the discretion of R.E.E, authorities or suppliers. If a medical evacuation is required or isolation is able to be carried out in situ, all expenses associated with the quarantine, evacuation or isolation will be at the Client's own expense and no refund will be given for any component part of the tour not completed or affected. If the evacuation, quarantine or isolation incurs additional costs and expense the Client acknowledges and accepts that the Client must pay any additional expense. Expenses may be direct or indirect and may be incurred by a third party supplier. If the tour is impacted upon as a result of COVID-19 testing or confirmed cases then there is no refund available to the Client and all additional expenses must be paid to R.E.E.*

*The Customer must maintain adequate physical distancing and frequently wash or sanitize hands during their Travel Arrangements. Noncompliance with these measures will result in not being able to continue on the Travel Arrangements. The Customer voluntarily assumes all risks and related expenses in the event that they or any member of their travelling party require testing, quarantine or become infected with COVID-19.*



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*7.3 It is the responsibility of the Customer to be informed about the most current travel advisories and warnings by referring to the relevant State or National Government's website of your home country. In the event of an active Travel Advice against travel to the specific destination location(s) of the trip, should the Customer still choose to travel, notwithstanding any travel advisory or warning, the Customer assumes all risk of personal injury, death or property damage that may arise out of events like those advised or warned against.*

### **8. Liability, Risk, Responsibility and Limitation**

*8.1 The Customer acknowledges that there are inherent risks involved in participating in the tour, including close contact with native fauna and exposure to the harshness of the wilderness. By making a booking, the Customer accepts all risks associated with the tour.*

*8.2 The Customer hereby releases R.E.E. and its respective officers and employees from all actions, proceedings, claims and demands that the Customer may otherwise have now or in the future against R.E.E., as a result of or in connection with, whether directly or indirectly the Customer's participation in the tour (except where R.E.E. has breached these Booking Terms)*

*8.3 Without in any way limiting the operation of the release in clause 8.2, the Customer hereby releases R.E.E. from all actions, proceedings, claims or demands that the Customer may otherwise have now or in the future against R.E.E. under the Trade Practices Act 1974 (Cth) (Act) for death or personal injury (as that term is defined in section 68B of the Act) that the Customer may suffer or incur, whether directly or indirectly, as a result of any failure of R.E.E. to provide services with due care or skill. Except as the Conditions specifically state, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, specification or performance of the Travel Arrangements or Services or any contractual remedy for their failure.*

*Nothing in these Terms restricts, limits or modifies the Customer's rights or remedies as a consumer against R.E.E. for failure of a statutory guarantee under the ACL*

*8.4 The Customer will be responsible for any loss or damage arising from their acts or omissions.*



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*8.5 Booking Agent – R.E.E. acts as an agent for the Suppliers of Products and accepts no liability for any injury, loss, damage, accident, delay or irregularity that may arise to any Customer or third party resulting from the Customer's or third party's use of the Products. R.E.E. does not make any express warranties in relation to the tour, and R.E.E. hereby excludes all implied conditions and warranties, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void (Non-Excludable Condition).*

*8.6 R.E.E.'s liability for breach of any Non-Excludable Condition is limited, at R.E.E.'s option, to supplying the relevant services again, or paying the cost of having the services supplied again.*

*8.7 R.E.E. will not be liable for any loss of enjoyment, financial loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Customer resulting from adverse weather conditions or other circumstances outside R.E.E.'s influence.*

*8.8 R.E.E. will not be liable for any special, indirect or consequential losses or damages, regardless of the circumstances.*

*8.9 In no event will R.E.E.'s liability to the Customer under these Booking Conditions exceed the total price paid by the Customer for the tour booked with R.E.E..*

*8.10 COVID-19 – R.E.E. is not liable for and accepts no responsibility for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain and suffering, damage, injury, accident, delay or irregularity occasioned to the Customer as a result of:*

*a) local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;*

*b) any failure of a Customer to comply with local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;*

*c) a Supplier refusing to provide the Products to a Customer on the basis that the Customer has failed to comply with the Supplier's reasonable directions, or local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;*



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*d) a Supplier refusing to provide the Products to a Customer on the basis that the Customer has not met the health and safety protocols applied by the Supplier or its authorised agents (including, but not limited to, if the Customer develops or presents with symptoms of COVID-19);*

*e) a Customer developing or presenting with symptoms of COVID-19 prior to departure or at any point throughout the Travel Arrangements, and refusing to comply with a reasonable direction by R.E.E. or a Supplier to seek medical care; and*

*f) a Customer providing inaccurate or misleading information on its COVID-19 Acknowledgment Form at or before the time of making a Booking.*

*8.11 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying the application of any relevant State or Federal legislation which cannot be excluded, restricted or modified*

#### **9. Insurance**

*9.1 R.E.E. strongly recommends that Customers have comprehensive travel insurance. Insurance should cover, but not be limited to, cancellation fees and loss of deposit or balance payment, damage to and loss of baggage and money, medical and hospitalization expenses, repatriation or curtailment expenses due to illness, the need to return home because of an unexpected death or illness in the immediate family, evacuation expenses and accidental death or disability. Customers should obtain exclusion waivers where appropriate for adventure activities excluded in travel insurance policies.*

*9.2 It is the Customer's sole responsibility to obtain the appropriate insurance cover as set out in clause 9.1 of these Booking Conditions. The Customer acknowledges and accepts that different places, countries, facilities, vehicles and Suppliers may have lower standards of safety, labelling, warnings and precautions than in Australia. The Customer is responsible for maintaining personal diligence and safety notwithstanding the level of standards. R.E.E. is not liable for any loss, damage, injury or death that could be avoided if the Australian standards were to apply*

*9.3 R.E.E. is not liable for any loss or costs incurred due to the Customer's failure to obtain adequate travel insurance, and the Customer understands and accepts R.E.E.'s full cancellation fees as set out in clause 4 of these Booking Conditions will be applied. R.E.E. expressly excludes liability to the*



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*Customer or any third party for any loss, expense, cost, damage or liability arising from or in any way related to a Customer's failure to obtain suitable travel insurance*

#### **10. Prices, Payment, Surcharges**

*10.1 R.E.E. will use all reasonable efforts to maintain the tour cost as quoted at the time of the tour booking. However, R.E.E. reserves the right to pass on as a surcharge any cost increases due to circumstances outside its control, such as Suppliers increasing their costs. R.E.E. will endeavor to notify Customers in writing as soon as it is aware of any likely surcharge. However, R.E.E. reserves the right to invoice a surcharge without notice. If the surcharge is not paid within the time stipulated on the invoice, R.E.E. will construe such non-payment as an act of cancellation on the Customer's part and the provisions of clause 4 will apply.*

*10.2 All prices are quoted in AU dollars unless otherwise specifically indicated, and payments must be made in the currency quoted. R.E.E. reserves the right to adjust prices quoted in currencies other than Australian dollars, to reflect fluctuations in foreign exchange rates or tariff markets. All prices are GST inclusive, unless specifically stated to be GST exclusive.*

*10.3 If a refund is due to the Customer, and payment for the tour had been made in a currency other than AU dollars, R.E.E. reserves the right to calculate that refund based on the foreign exchange value attributed to the AU dollar equivalent at the time of refund.*

*10.4 The Customer acknowledges that R.E.E. deals with various Suppliers as agent for the Customer and acknowledges that it is general and common industry practice that R.E.E. may receive and may be entitled to retain commission from travel and accommodation suppliers and other persons who supply goods or services in relation to the Tour. The Customer acknowledges and agrees any such commission may be accepted by R.E.E. in its absolute discretion and without any requirement to account to the Customer.*

*10.5 Commission referred to in clause 10.4 forms R.E.E.'s payment as an agent for the Customer in arranging a tour. If a booking is cancelled, in accordance with clause 4 of these Booking Conditions, R.E.E. maintains the right to retain their commission from Suppliers.*



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*10.6 Prices shown are indicative only and usually for travel during the low season. 'From' prices are the lowest prices for the Products we believe are available based on known costs, and information available from Suppliers at the time of establishing those prices. Prices do vary across date ranges, are subject to availability and to change due to factors including currency exchange rate fluctuations fuel levies, tax changes, or any other changes in connection with the Travel Arrangements.*

*Please contact R.E.E. for best available price for your preferred travel dates. Prices are subject to the Quotation provided*

*10.7 Travel Arrangement prices set out in a Quotation are for the entire package of Products, and itemized component costs cannot be given*

*10.8 Prices per person may be based on Products being booked for all Customers in the Booking, and accordingly Customers must travel together throughout the Travel Arrangements, unless variations are explicitly agreed. Deposits merely hold the reservations and do not guarantee prices.*

*10.9 Surcharges – the price of the Travel Arrangements is subject to the possibility of surcharges. Surcharges may be incurred (without limitation) in connection with: currency exchange rates, increases in Product prices, fuel levies, scheduled airfares, hotel, cruise and ground transportation charges, entrance fees, government imposed charges and taxes, and any other increases in connection with the Travel Arrangements*

*10.10 Where there is any change in the costs incurred by R.E.E. in providing the Services, R.E.E. may vary its price to account for such change by notifying the Customer, whether or not the Customer has made full payment*

*10.11 Changes in the Australian Dollar – the financial commitments R.E.E. undertakes in order to offer the prices mean that prices cannot be reduced or refunded if the Australian dollar strengthens*

*10.12 Products not Utilized – no refunds are made in respect of Products booked but not utilized, for example, transport, accommodation, meals and sightseeing excursions*

*10.13 Goods and Services not Included – the following are excluded from the Travel Arrangements price: International Airfares, arrival and/or departure taxes, fuel levies and surcharges, passport*



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*and visa costs, travel insurance, personal expenditure including drinks, laundry, room services, meals and gratuities, unless expressly included*

*10.14 Prices set out in a Quotation include GST. Prices for the supply of the Travel Arrangements and the Services exclude any other taxes, duties or imposts imposed on or in relation to the Travel Arrangements and the Services in Australia or overseas. The Customer is liable to pay any amount of GST imposed on any Product*

*10.15 R.E.E. accept the following payment methods:*

- Direct deposit or direct debit payment via electronic bank transfers*

*In the event that customer's account has insufficient funds to cover the direct debit amount for any month or the direct debit fails for any reason beyond R.E.E.'s control ("Payment Default"), the customer must immediately remit to R.E.E. the amount plus any additional fees or costs incurred by R.E.E.*

*All above processing fees are inclusive of GST. Any bank fees or other costs associated with this transaction are at the customer's cost.*

*Customer authorize R.E.E. to charge all fees incurred by customer for the services provided by R.E.E. to the credit card provided by customer. If R.E.E. does not receive payment from customer's card issuer for any reason, the customer agrees to pay R.E.E. all amounts due immediately on demand*

*R.E.E. will issue Sales Invoices to the customer by sending an email notification advising the customer that the Sales Invoice is available online or via email for viewing, the customer will then directly deposit cleared funds in Australian dollars into the account nominated by R.E.E. within the payment deadline specified in its invoice*

*It is the customer's responsibility to ensure all their necessary details are kept up to date. R.E.E. is not liable for any failure to provide the Sales Invoice where the details provided by the customer are incorrect or not kept up to date; R.E.E. is not liable to provide the Sales Invoice in the event that these details are not kept up to date*





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*10.16 R.E.E. has the right to change or modify all or any part of these terms and conditions at any time without notice, and the modified terms and conditions will apply to any products or services provided after the date of publication of the modified terms and conditions.*

#### **11. Taxes**

*11.1 It is the Customer's responsibility to ensure payment of all taxes including Australian departure tax, and ticket levies, which should be paid when the airline ticket is purchased, prior to arrival in Australia.*

#### **12. Special Needs & Requests**

*12.1 Customers must inform R.E.E., prior to booking confirmation, of any special needs which, if not met, may adversely affect the enjoyment of their intended journey. R.E.E. will not be held liable for any loss of enjoyment resulting from failure to disclose information pertaining to the individual special needs of Customers.*

*12.2 Customers must advise R.E.E. in writing of any special requests, eg. diet or facility, when the reservation is made. R.E.E. will, if reasonably possible, arrange for the request to be fulfilled.*

*12.3 Any additional costs incurred by R.E.E. or its suppliers, agents, contractors and service providers in accommodating the special needs and requests of Customers may be charged to the Customer. R.E.E. will inform the Customer of any such charges prior to making the necessary arrangements.*

#### **13. Marketing Material**

*13.1 All information about R.E.E. tours in R.E.E.'s information literature, and that of recommended operators, is to the best of R.E.E.'s knowledge, correct at the time of publication. Information should be checked prior to booking to ensure it is still current. R.E.E. will not be liable for errors or omissions in material supplied to the Customer by R.E.E. or its Suppliers.*



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*13.2 The Customer grants to R.E.E. the right to use any images of the Customer on tour for any marketing, promotional and company purposes. The Customer agrees that no further consents, nor payment of any amount, is required for any use of images under this clause.*

### **14. Force Majeure**

*14.1 R.E.E. and, where applicable, any relevant Supplier, shall be excused from performance of their respective obligations under these Conditions to the extent that it is prevented from acting due to circumstances amounting to a Force Majeure Event, for as long as such circumstances last and affect such performance. If R.E.E. is affected by a Force Majeure Event R.E.E. or its local agents, shall notify the Client as soon as reasonably practicable of the nature and extent thereof*

*14.2 R.E.E. shall not be deemed to be in breach of these Booking Conditions or otherwise be liable to the Customer or any other person, by reason of delay in performance or non-performance, of any of its obligations in these Booking Conditions to the extent that any such delay or non-performance is due to a Force Majeure Event. To the maximum extent permitted at law, R.E.E. is not liable to the Customer or any third party in any way whatsoever to the extent provision of the Services, or availability of the Products or any part of the Travel Arrangements, is impacted by a Force Majeure Event.*

*14.3 If the Customer, R.E.E. or its Suppliers are affected by a Force Majeure Event R.E.E. will be entitled to, and may in R.E.E.'s sole and absolute discretion, vary or cancel the tour, or any component part of the tour. Payment of any refund by R.E.E. to the Customer as a result of the non-performance of any of R.E.E.'s obligations due to a Force Majeure Event will remain at its sole and absolute discretion, although R.E.E. will use its reasonable endeavors to reimburse the Customer where possible. However, R.E.E. will be entitled to deduct from any refund, the actual and potential costs to R.E.E. of the Force Majeure Event, and any relevant Supplier Fees.*

*14.4 In relation to a Force Majeure Event involving civil unrest or terrorism, once R.E.E. has investigated the prevailing situation as it deems fit, it will remain in R.E.E.'s sole and absolute discretion whether to proceed with the tour. The Customer may in such circumstances cancel the tour. However, if after having made all reasonable and proper enquiries, R.E.E. is of the opinion that the tour may proceed, but the Customer does not wish to proceed, no refund will be payable to the Customer and the provisions of clause 4 will apply.*



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*14.5 Material Alteration - – if R.E.E., or any Supplier, makes a Material Alteration to the Travel Arrangements other than as a result of a Force Majeure Event within 60 days of the Departure Date for Tailormade for any reason other than the circumstances described in clause 14.1, R.E.E. will give notice to the Customer within a reasonable time. The Customer will have the choice to accept the Material Alteration, or accept comparable Products offered by R.E.E. (if applicable), or receive a full refund of all monies paid by the Customer less any unrecoverable costs. The Customer must notify R.E.E. of its choice within seven days of the offer. If R.E.E. does not hear from the Customer within seven days, R.E.E. will assume that the Customer has chosen to accept the Material Alteration.*

#### **15. Complaints/Dispute Resolution**

*15.1 Customers who have any cause for complaint while travelling must immediately notify R.E.E. and the relevant Supplier, where possible in writing, to give R.E.E. the opportunity to remedy the complaint.*

*15.2 R.E.E. will not accept responsibility for complaints received more than 14 days after the occurrence of an event leading to the complaint.*

*15.3 Both R.E.E. and the Customer will use alternative dispute resolution procedures to resolve disputes prior to resorting to legal proceedings.*

*15.4 R.E.E.'s failure to enforce any of these Conditions shall not be construed as a waiver of any of R.E.E.'s rights*

*15.5 If any Condition is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from the Conditions without affecting the enforceability of the remaining conditions*

*15.6 R.E.E. reserves the right to correct any errors or omission in its published materials and to amend these Terms and Conditions at any time as a result of any material change to legislation or regulations or change to R.E.E. policies. Amended Terms and Conditions shall automatically be effective upon being posted by R.E.E. to the website [www.roselitexp.com](http://www.roselitexp.com) or by providing Notice to the Customer*



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### **16. Compliance with Operator Instructions**

*16.1 The Customer must comply with the reasonable instructions of R.E.E. and/or its Suppliers.*

*16.2 Without in any way limiting its rights under other clauses of these Booking Terms, R.E.E. may in its absolute discretion exclude a Customer from the tour, or any component part of the tour, in the event that:*

*(a) the Customer fails to comply with the reasonable instructions of R.E.E. or its Suppliers;*

*(b) the Customer makes themselves objectionable to other customers or otherwise interferes with other customers' enjoyment of the tour;*

*(c) the Customer jeopardizes the safety of other customers, engages in illegal or undesirable behavior or otherwise become a hazard to themselves or other customers.*

### **17. Privacy**

*17.1 R.E.E. requires certain information about the Client to provide the tour and other services. Without this information, R.E.E. will not be able to accept the Client's booking for a tour.*

*Any personal information that R.E.E. obtains from the Customer, or about the Customer from its representative, is necessary for R.E.E.'s business purposes or providing the Customer with R.E.E.'s Travel Arrangements, Products and Services, and may be used in answering any queries the Customer may have, considering the Customer's application for credit or to become a Customer, performing internal administration and operations, developing, improving and marketing R.E.E.'s Services, and related purposes.*

*17.2 R.E.E. may disclose the Client's personal information to its Suppliers for the purpose of arranging and booking the Client's tour. The Client's information may also be disclosed to related companies of R.E.E., and to agents, contractors and service providers who act on behalf of R.E.E. or who provide goods or services to R.E.E.. R.E.E. may use the Client's information to inform them of additional products and services which may be of interest. The Client may notify R.E.E.'s Privacy Officer at any time if they no longer wish to receive this material.*



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*17.3 The Client may request access to any personal information that R.E.E. holds about them (although some requests may be denied in certain circumstances).*

*17.4 Before providing R.E.E. with details about another individual, the Client must ensure that the individual is aware of:*

*(a) the proposed disclosure of their information to R.E.E. and the purposes for which the information is collected and used by R.E.E.; and*

*(b) the individual's ability to request access to the information R.E.E. holds about them under the Privacy Act.*

*17.5 R.E.E. reserves the right to take photographs or video or audio recordings during the operation of any Travel Arrangements or part thereof and to use them for promotional purposes during the Travel Arrangements and thereafter.*

*17.6 By making a Booking with R.E.E., Customers agree to allow their images and/or voice to be used in such photographs, video and recordings.*

*17.7 Customers who prefer that their images and/or voice not be used are asked to identify themselves to an R.E.E. representative at the beginning of their Travel Arrangements.*

*17.8 R.E.E. reserves the right to take photographs or video or audio recordings during the operation of any Travel Arrangements or part thereof and to use them for promotional purposes during the Travel Arrangements and thereafter.*

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### **18. Governing law**

*18.1 These Booking Conditions are governed by and are to be construed in accordance with the laws of the State of Victoria and Australia*

*18.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts and Tribunal of Victoria and Courts entitled to hear appeals from those Courts and Tribunals*