

# BOOKING CONDITIONS

This is where your journey begins! Please read these booking conditions carefully. They set out your agreement with Gecko's and contain important information. We've tried to keep the fine print to a minimum, so please bear with us. The trips described in this brochure are operated by Peregrine Adventures Pty Ltd trading as Gecko's Adventures, which has its head office in Melbourne, Australia ("Gecko's"). Peregrine Adventures Pty Ltd is a member of the TUI group of companies, of TUI Travel PLC, London Road, Crawley, West Sussex, RH10 9GX, United Kingdom.

## The Contract

**These Booking Conditions contain important information. It is essential that you carefully read and understand them. The Booking Conditions constitute a legally binding contract between Gecko's and you for the services provided by Gecko's and set out the basis of your legal relationship with Gecko's.**

**By booking with us and paying the non-refundable deposit of \$250 per passenger, per trip, or full payment, you acknowledge that you have read, understood and agree to be legally bound by these Booking Conditions.** Acceptance of your booking will be confirmed in writing to you or your travel agent, and a contract comes into existence on the date shown on your confirmation letter or email.

If you have any queries regarding these Conditions or do not understand them, please raise your query with a member of our staff.

## 1) PRICES AND VALIDITY

Prices are on twin share basis, and based on costs and exchange rates applicable when this brochure was printed. Gecko's reserves the right to adjust prices whether or not you have already made full payment. We will do everything with in our control not to adjust prices and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs and other operating costs on which prices are based. Dates and itineraries departing after 1 September 2011 are indicative only and subject to change. Airfares (except when otherwise stated), passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra meals, laundry, drinks, medical expenses, optional activities and trips, and any items of a personal nature are not included in your trip price.

## 2) YOUR TRIP AND ASSUMPTION OF RISK

Gecko's operates trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home.

By booking with us you acknowledge that participation in all Gecko's trips involves inherent risks that may not be present in the case of conventional or less demanding holidays. These risks include, without limitation, the possibility of injury or death, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in a Gecko's trip involves visiting remote or unstable regions, or regions where there is dangerous wildlife.

When assessing whether trips will operate Gecko's uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade, the British Foreign Office and the US Department of State. It is your responsibility to accustom yourself with the travel advice provided by these government bodies, as well as that of your country of residency, before commencing the trip. By booking with Gecko's you acknowledge your decision to travel on a Gecko's trip is made after due consideration of relevant travel information that may be made available at any time.

## 3) EXCLUSION OF LIABILITY

Except where stated otherwise, Gecko's acts as agent for service providers when making arrangements for your trip. Where Gecko's provides services it will do so with due care and skill. Gecko's is not responsible for the acts and omissions of others, including tour guides, airlines and accommodation providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. You warrant that you have not relied on any

representation made by Gecko's, any travel agent or other Representative, which has not been stated expressly in this brochure.

Gecko's will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the Gecko's trip (including pre- and post accommodation) are entirely at your own risk and Gecko's cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

To the fullest extent permitted by law and subject to the exception set out below, Gecko's does not accept liability for any loss, death, injury or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from this contract or your participation in a trip, or in respect of a failure or omission on the part of Gecko's to comply with its obligations under this contract, or in respect of any other conduct that Gecko's undertakes in connection with a trip. To the fullest extent permitted by law and subject to the exception set out below, you also agree to release Gecko's and its officers, employees, agents and representatives ("Representatives") from all costs, liability, loss and damage incurred by you in connection with your participation in any trip, and waive any associated claims that you may have against Gecko's or its Representatives as a result of your participation in any trip. For these purposes, Gecko's enters into these Booking Conditions as trustee or agent for its Representatives.

To the fullest extent permitted by law and subject to the exception set out below, any condition or warranty, which would otherwise be implied into these Booking Conditions is excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

## Exception

The "Exclusion of Liability" section set out in these Booking Conditions does not attempt or purport to exclude, restrict or modify liability arising under, or remedies that may be available to you, pursuant to legislation where the exclusion, restriction or modification of liability or remedies is not permitted. This includes legislation in part of the Trade Practices Act 1974 (Cth), and any state or territory Fair Trading Act (or its equivalent).

## 4) CANCELLATION BY GECKO'S

Gecko's reserves the right to cancel a departure and will advise you of such cancellations **no later than 30 days before the tour departure date**. If due to "Force Majeure" or government travel advice, Gecko's reserves the right to cancel a departure at any time. With any form of cancellation, Gecko's will offer you alternative arrangements, and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to Gecko's, (in case of "Force Majeure" or government travel advice refunds will be less any unrecoverable costs). Gecko's will not be liable for any additional costs incurred by you.

## Force Majeure

Gecko's will not be liable for any delay in, change to or cancellation of trips due to "Force Majeure". "Force Majeure" means a circumstance beyond the reasonable control of Gecko's and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes.

## 5) CANCELLATION BY YOU

If you wish to cancel all or any part of your booking, notification of cancellation must be made to Gecko's

in writing. The date of the cancellation is the date on which Gecko's receives written notification. Days before departure Charge applicable as follows, per person:

More than 56 days	Loss of deposit
Between 56 and 31 days	Loss of 50% of total booking cost
30 days or less	Loss of 100% of total booking cost

Cancellation fees for air tickets issued by or on behalf of Gecko's will apply as determined by Airline Tariff Regulations, and may vary as to the type of ticket issued. Depending on the reason for your cancellation, these charges may be recoverable under any insurance policy you have purchased.

If you do not pay the balance of your total booking cost at least 56 days prior to departure your booking may be terminated and you will lose your deposit. Additional Gecko's cancellation penalties may apply. No refunds will be made if you leave a trip for any reason after the trip has begun. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilised.

## 6) BOOKING AMENDMENTS

If you wish to change your booking in any way, the following fees will apply:

1. Transfer from one tour to another.

Amendment request received by Gecko's 56 days or more prior to the original tour departure date: \$100 per person per trip will be levied and must be paid prior to any transfer being confirmed.

Amendment request received by Gecko's within 56 days prior to the original tour departure date: charges will apply as per cancellation fees.

2. Amendments to your booking, in relation to any other arrangements made in conjunction with your tour (e.g. pre- and post tour accommodation, transfers, etc), received by Gecko's within 56 days prior to tour departure date will be subject to a \$100 administration fee per change. This fee is in addition to any charges levied by ground operators, hotels or airlines.

3. No amendments are permitted to your booking within 10 days of departure.

## 7) CHANGES TO YOUR HOLIDAY

You acknowledge that travelling with Gecko's requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after a tour's commencement, without prior notice due to local circumstances. Changes may occur because of "Force Majeure", poor road conditions, weather, the availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond Gecko's control or which simply cannot be foreseen. Gecko's does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond Gecko's control. You acknowledge that group sizes may also vary during the duration of your tour.

The information about trips given in this brochure, Trip Notes and Pre-Departure Information are subject to change. It is your responsibility to review the up-to-date Trip Notes and Pre-Departure Information. These can be obtained from Gecko's, Gecko's website or your travel agent. The information and conditions in the Trip Notes and Pre-Departure Information are deemed to be part of the contract. Where changes to your trip occur after you have received your final documentation we will, where practical, advise you or your travel agent of such changes.

## 8) AUTHORITY OF THE LEADER

At all times the decision of the Gecko's leader or representative ("Gecko's Leader") will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the Gecko's Leader makes about your on-going participation in the trip or certain activities that comprise part of the trip. If you fail to comply with a decision made by a Gecko's Leader, or interfere with the well-being of the group, then the Gecko's Leader reserves the right to terminate this contract and order you to leave the tour immediately, with no right of refund.

## 9) COMPLAINTS

If you have any complaint about your trip, you must make it known at the earliest opportunity to the leader

and/or Gecko's local representative, who will normally be able to take appropriate action. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

## 10) TRAVEL INSURANCE

Adequate and valid travel insurance is compulsory for all Gecko's travellers. Your travel insurance must cover accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. Gecko's also recommends it covers cancellation, curtailment and loss of luggage and personal effects. You must carry proof of insurance with you and produce it if reasonably requested by Gecko's employees or suppliers. Gecko's reserves the right to cancel or suspend your participation on a trip or in certain activities that comprise part of a trip, at any time, including after the commencement of your tour, with no right of refund, if you are unable to provide proof of insurance when requested.

## 11) PASSPORT AND VISAS

It is your responsibility that you carry a valid passport and have obtained the appropriate visas when travelling with Gecko's. Please ensure that your passport is valid for 6 months beyond the duration of your holiday.

## 12) HEALTH, FITNESS, TRIP GRADES AND AGE LIMITS

It is your responsibility to advise Gecko's of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other trip members. You may be required to provide an assessment of your medical condition from a qualified medical practitioner if requested by Gecko's or our suppliers. Gecko's reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. Gecko's also reserves the right to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other trip members.

All travellers over the age of sixty will be required to complete a special Gecko's health and fitness questionnaire to assess their suitability of the tour in question. All travellers over the age of seventy may in addition be asked to provide a Medical Clearance Form signed by a medical practitioner clearing them for their specific tour.

Generally, we do not accept travellers under the age of 18 years on Gecko's scheduled itineraries. However, we will occasionally make exceptions for under-18s travelling with their legal guardian. The decision for any person under 18 years of age to travel on our scheduled itineraries is at the absolute discretion of Gecko's. For further information please contact Gecko's Adventures.

## 13) PUBLICITY

You agree that Gecko's may use images of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

## 14) PRIVACY

In order to be able to supply a service to you Gecko's will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose. Please call us on +61 3 8601 4301 for further information or refer to our website: <http://www.geckosadventures.com/disclaimer.asp>.

## 15) GOVERNING LAW

This agreement will be governed by and construed in accordance with the law of Victoria, Australia and each party agrees to submit to the exclusive jurisdiction of the courts of Victoria, Australia as regards any claim or matter arising under this agreement.

Updated July 2010

# How To Book

**1. Check Availability.** Contact Gecko's or your travel agent or go to [www.geckosadventures.com](http://www.geckosadventures.com) to check availability. Book early to guarantee your place.

**2. Booking Conditions.** Carefully read our Booking Conditions on the previous page. By booking with us and paying a deposit (or full payment) you acknowledge that you have read and understood the Booking Conditions and that you agree to be bound by the Booking Conditions.

**3. Deposit and Booking Form.** Pay your non-refundable deposit of \$250 per trip per passenger, or full payment if within 56 days of departure and complete the Booking Form,

accurately and in block letters. We cannot confirm your booking or release any documents unless we receive full name, sex, date of birth, passport details and pre-existing medical conditions for each passenger. Please note that credit card payments are subject to extra charges.

**4. Finalise your booking.** Please ensure that you finalise your booking early. Any amendments to your booking, in relation to any other arrangements made in conjunction with your tour (e.g. pre- and post tour accommodation, transfers, etc), received by Gecko's within 56 days of tour departure date will be subject to a \$100 administration fee per change.

**5. Comprehensive Travel Insurance.** You must have comprehensive travel insurance to travel with us.

**6. Make Final Payment.** You must pay the full balance of your trip's cost 56 days before departure. In certain limited circumstances outlined in the Booking Conditions we may be forced to adjust our prices even after full payment. Please note that credit card payments are subject to extra charges.

**7. Final documentation.** Your final documentation and tickets will be released when Gecko's has received full payment and a completed Booking Form.

## BOOKING FORM

*Please ensure that details are completed in full and in block letters in accordance with your passport.*

Gecko's booking reference (if known): \_\_\_\_\_

	PASSENGER 1	PASSENGER 2
<b>Full name: (as per passport)</b>	Title:                      Surname:	Title:                      Surname:
	First name(s):	First name(s):
	Sex:    M                  F                  Date of birth:    /    /	Sex:    M                  F                  Date of birth:    /    /
<b>Address:</b>		
	City:                                  State:                                  Postcode:	City:                                  State:                                  Postcode:
	Country:	Country:
<b>Usual e-mail:</b>		
	<input type="checkbox"/> I would like to subscribe to the Gecko's e-newsletter.	<input type="checkbox"/> I would like to subscribe to the Gecko's e-newsletter.
<b>Travelling e-mail:</b>		
<b>Telephone:</b>	AH: (    )                                  BH: (    )	AH: (    )                                  BH: (    )
<b>Passport details:</b>	No.:	No.:
	Place of issue:	Place of issue:
	Date of issue:    /    /                  Expiry date:    /    /	Date of issue:    /    /                  Expiry date:    /    /
<b>Place of birth:</b>		
<b>Nationality:</b>		
<b>Occupation:</b>		
<b>Medical conditions:</b>		
<b>Dietary requirements:</b>		
<b>Emergency contact:</b>	Name:	AH: (    )                                  BH: (    )
	Address:	

### TOUR DETAILS

Tour name:	Tour code:	Tour start date:	Departure date:	Arrival flight details:	Return flight details: