

Terms & Conditions

Contract

Contours Travel is a tour operator specialising in Latin America. All Services provided by Contours Travel are sold on these terms and conditions ("Terms"). Please read the following booking conditions carefully and make sure you understand them before making your booking. By paying the non-refundable deposit or payment in full, you acknowledge that you have read, understand and agree to be bound by these Terms & Conditions and warrant that you have brought them to the attention of all travellers in your booking.

How to Book

In order for Contours Travel to confirm your booking it requires a completed booking form, a scanned copy of your passport and the relevant deposit. A booking is only accepted by Contours Travel once it receives the specified deposit and issues you or your travel agent with a confirmation of acceptance of your booking. Contours Travel reserves the right to accept or reject any booking it receives. If the specified service fee and deposit are not paid on time, your booking will automatically lapse. Special booking procedures and conditions apply for certain bookings. If special booking procedures and conditions apply, Contours Travel will notify you accordingly.

Deposits

A non-refundable deposit of at least \$500 per person applies for all bookings. For bookings that include cruises, Amazon lodges, all inclusive hotels, Inca Trails and other products, please contact Contours Travel for respective deposit requirements.

Late Booking Fee

For all bookings made 30 days or less prior to the day you are due to depart from Australia, a late booking fee of \$50 per booking will apply.

Payments & Due Dates for Payment

Payment of the total booking cost is required 70 days prior to the day you are due to depart from Australia. If your booking is made less than 70 days prior to the day you are due to depart from Australia, payment of the total booking cost is required upon confirmation of acceptance of your booking application by Contours Travel. If Contours Travel is unable to secure your booking it will refund this deposit less its relevant service fee. Special payment arrangements and conditions apply for certain bookings. If special payment arrangements and conditions apply, Contours Travel will notify you prior to issuing your booking confirmation. Please note that credit card payments are subject to the following surcharges: 1.4% for Visa/Mastercard and 2% for Amex. These surcharges reflect our costs to process card payments.

Contents

Contours Travel has taken considerable care to make sure all information in the brochure and on the website is correct. Circumstances beyond the control of Contours Travel may necessitate change in travel arrangements including but not limited to changes to itineraries, tours or cruises up to and after your departure date. Contours Travel cannot be held responsible for any changes to your travel arrangements which may occur. Prices quoted in this brochure are based on exchange rates, cost of services and applicable taxes as at 1 March 2019. Contours Travel reserves the right to adjust the price of any of your travel arrangements at any time due to changes including but not limited to airfare and land arrangement price increases, currency devaluation, fuel surcharges or exchange rates. Before you book, please check with your travel agent or Contours Travel if there are any alterations to the travel arrangements you have selected.

Descriptions, Maps & Photographs

Descriptions featured in the brochure or on the website are based on current guides and are subject to change at any time. Maps and photographs are included for general information and may not necessarily reflect actual routings, locations or services. Hotel room photographs may not be specific to the actual room occupied.

Tour Costs

Our costs include but are not limited to costs of research, consultation and communication with travel agents and overseas suppliers, marketing and advertising. All prices are per person and expressed in Australian Dollars, unless stated otherwise. All prices are subject to change without notice up to the day of departure due to factors including but not limited to currency fluctuation, government taxes, charges and levies provided that

once you have paid for your booking in full, we will not surcharge for any adverse currency fluctuations. Any airfares quoted or confirmed are subject to change without notice prior to the ticket being issued. Please note security and airport taxes around the world change daily. Prices quoted or confirmed do not include costs that are not a compulsory part of the relevant tour. Such costs may include but not be limited to the following: visas, insurance, excess baggage, meals not mentioned, vaccinations, beverages, tips, shipboard gratuities, costs of a personal nature including but not limited to laundry, telephone calls, cost of passport and personal services to hotel rooms, emergency evacuation costs, airport departure taxes, security charges, other airport taxes, international and domestic airfares.

Amendment Requests

Should you make an amendment to your confirmed booking, a fee of \$50 per amendment per country will apply to cover extra costs including but not limited to administrative costs, communication costs and any applicable supplier charges. Cancellation fees may also apply. While we will endeavour to make amendments, please note that amendments are not always possible.

Cancellation by You

Written notice must be provided for all cancellations. If it is necessary to cancel your travel arrangements, the following fees will apply per person per booking. If travel arrangements are cancelled more than 60 days before the due date for departure – the deposit. If the travel arrangements are cancelled less than 60 days before the due date for departure – 50% of the total booking cost. If the travel arrangements are cancelled less than 30 days before the due date for departure – 100% of the total booking cost. Cancellation fees from service providers including but not limited to airlines, cruise operators, hoteliers and coach companies, may also apply. Special cancellation arrangements and conditions apply for certain bookings. If special cancellation arrangements and conditions apply, you will be notified by Contours Travel prior to us issuing your booking confirmation.

Minimum Stay

The company is a specialist tour operator and does not normally accept reservations of less than five nights. Exceptions may be made at our discretion and subject to an under-stay fee being charged.

No Show

If you fail to check in at a designated location or service as confirmed in your booking, a "no show" fee equal to 100% of the cost of that particular component of your travel arrangements will be charged.

Refund for Unused Service

Once you have left Australia, Contours Travel will not refund or compensate you for any service not used by you due to late arrival, failure of any transportation to operate as scheduled, early departure or by notice. Contours Travel does not authorise any overseas suppliers including but not limited to hotel management and staff to make any undertakings on our behalf or otherwise in respect of refunds or other matters.

Airlines

The depiction or recommendation of any domestic and international airline in the brochure or on the website does not commit the airline to any travel arrangements and the airline shall not be responsible for statements or literature relating to the travel arrangements in the brochure or on the website.

Variation/ Cancellation by Contours Travel

If unforeseen circumstances beyond the control of Contours Travel or suppliers, providers or representatives of Contours Travel require Contours Travel to make necessary changes to your travel arrangements, Contours Travel reserves the right to vary, cancel or reschedule your travel arrangements including but not limited to departures and itineraries. If we cancel your travel arrangements prior to travel or during travel for matters outside of our control and which we could not reasonably foresee, then you agree that you will not be entitled to any refund to the extent that we offer alternative travel arrangements that you accept. Notwithstanding, you agree that any refund you may be entitled to will be reduced by the value of any costs we have incurred in connection with your booking and which we cannot reasonably recover at the time of cancellation.

When it is necessary to change a hotel, Contours Travel reserves the right to substitute accommodation of at least a similar standard.

Travel Insurance

It is a condition of booking that you have adequate travel insurance for the full duration of your travel arrangements in respect of illness, injury, death, medical expenses, loss of baggage, personal items and deposits, cancellations and curtailment of tours en route and that you provide us with the policy number and emergency contact number prior to travel.

Passport, Visa and Vaccination

It is mandatory that you familiarise yourself with any visa and health requirements that may be applicable in the countries you are visiting. You are responsible for all entry and exit health requirements and any other documents required by any law, regulation, order, demand or requirement of a country visited or transited. Please note that passport and visa requirements are not the responsibility of Contours Travel. Contours Travel cannot be held liable for any loss or expense due to your failure to comply with the above.

Health

You must check with your doctor whether you are fit to travel to your selected destination. If you are travelling to certain South American cities situated at high altitudes, you must check with your doctor that you are fit to travel to these altitudes.

Commonsense

Commonsense and a level of ordinary care must be exercised before and during travel. Contours Travel cannot be held responsible for problems, damage or loss of enjoyment brought about by a lack of attention, understanding or care by you.

Limitations and Liability

Contours Travel, its employees and agents act only as booking agents and to the fullest extent permitted by law disclaim responsibility and exclude liability for injury, death, damage, loss or claims arising directly or indirectly from acts or omissions by suppliers or other service providers or from accidents, loss or damage to person or property, delays, changes in schedules, transport failures, strikes, wars, uprisings, acts of God or other causes over which Contours Travel, its employees and agents have no control. Australian Consumer Law and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into agreements ("Consumer Warranties"). This clause does not exclude or limit the application of any Consumer Warranties or other warranties where to do so would contravene the law of the relevant jurisdiction or cause any part of this clause to be void. Other than the Consumer Warranties, you hereby waive and Contours Travel hereby disclaims all warranties whether written or oral, express or implied. The liability of Contours Travel is to the fullest extent permitted by law limited to providing the Services again or payment of the cost of having the Services supplied again, the choice of which is at the option of Contours Travel.

Severance

If any provision of these Terms is held to be invalid or in any way unenforceable, it shall be severed from these Terms and the remaining provisions shall not in any way be affected or impaired and these Terms shall be construed so as to most nearly give effect to the parties' intentions at the time when Contours Travel confirmed its acceptance of the relevant booking.

Governing Law

All matters in respect of the Services provided by Contours Travel but not in respect of other things are governed by the laws of Victoria and the courts of Victoria shall have the exclusive jurisdiction to determine all claims arising in connection with such Services or pursuant to these Terms and Conditions.

Definitions

In these Terms, the following terms have the following meaning: (a) "Contours Travel" means Contours Travel Pty Ltd of 287 Victoria Street, West Melbourne, Victoria 3003, and (b) "Services" means booking and packaging by Contours Travel of accommodation, transportation, tour and other services provided by other suppliers.

