

# Tour Booking Conditions

(Last updated: 4<sup>th</sup> May 2017)

## 1. Your contract

By booking a trip with Chris Bray Photography (CBP) you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and CBP) and your booking will be accepted by CBP on this basis. The services to be provided are those referred to in your booking confirmation invoice.

## 2. Deposit requirement

You are required to pay a non-refundable deposit, per person, per trip, for your booking to be confirmed. Deposit value varies and is specified on your booking invoice. If your booking is made after the due date for additional payment instalments, then the deposit, and all overdue instalments are required to confirm your booking.

## 3. Acceptance of booking and payment instalments

If CBP accepts your booking, and once your deposit has been received, CBP will issue a booking confirmation invoice. A contract will then exist between CBP from the date of the booking confirmation invoice. Following the initial non-refundable deposit, the second payment of 50% of tour price is due 180 days before the departure date, and is non-refundable and non-transferable to other CBP offerings. The third payment (the balance) is due 90 days before the departure date, and is refundable, unless you cancel your booking within 45 days before departure, in which case this third payment also becomes non-refundable and non-transferable to other CBP offerings. If any of these payments are not paid on or before their due date, CBP reserves the right to treat your booking as cancelled.

## 4. Cancellation by the traveller

If you cancel some or all portions of your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a tour:

- 180 days or more prior to departure, CBP will retain your deposit only.
- Between 45 days and 180 days prior to departure, CBP will retain the deposit, and the second payment.
- Less than 45 days to departure, CBP will retain 100% paid by you in connection with the booking.

If you leave a tour for any reason after it has commenced, CBP is not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

## 5. Tour minimum numbers

All our tours are subject to minimum numbers. CBP may, at its sole discretion, cancel any tour due to minimum numbers not being reached. See section 6 below for our trip cancellation policy.

## 6. Cancellation by CBP

CBP may, at its sole discretion, cancel any tour prior to departure. If CBP cancels your tour, you can transfer amounts paid to any available alternate departure date, or to another available CBP tour, or alternatively receive a full refund. In circumstances where the tour cancellation is due to external events outside the reasonable control of CBP (including but not limited to flood, fire, act of God, natural disasters, disease, war or threat of war, physical unrest, political instability, riots, civil disturbances, terrorist activities (threatened or actual), strikes, port or airport closures, or technical problems with, or unavailability of, necessary transport or services), then refunds or transferrable value will be less any unrecoverable costs. CBP is not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

## 7. Change of traveller

If you wish to transfer your tour booking to a third party, you must notify CBP at least 45 days prior to the proposed departure date. A fee of \$150 per person, per change, will apply (in addition to any charges levied by hotels, ground operators, airlines etc). If you notify CBP less than 45 days prior to the proposed departure date, the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the tour.

## 8. Inclusions

What's included in the price of your tour varies, and is detailed in the tour itinerary, however, typically:

- All accommodation (listed as provided in the tour itinerary)
- All internal transport and flights (listed as provided in the tour itinerary)
- All park access, and other sightseeing fees (listed as provided in the tour itinerary)
- The reasonable services of a CBP group leader
- All food (listed as provided in the tour itinerary. Note on some tours only some or no food is included)

## 9. Exclusions

What's not included in the price of your tour varies and is detailed in the tour itinerary, however, typically:

- International or domestic flights to/from your home to the tour start/finish, unless specified
- Excess baggage charges unless specified
- Meals other than those specified in the Trip Notes
- Visa and passport fees
- Travel insurance
- Alcohol (unless specified)
- Camera gear (unless specified)
- Optional extra activities and all personal expenses

## 10. Prices & surcharges

CBP reserves the right to impose surcharges up to 30 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require CBP to do so. If any surcharge results in an increase of more than 10% of the tour price, you may cancel your booking within 14 days of notification of the surcharge, and obtain a full refund. Please note that a levy of up to 2.9% may be applied to all purchases made by credit card. CBP does not accept payment by Amex / American Express.

## 11. Tips and gratuities

Where appropriate, CBP will tip our local service providers on your behalf, so please do not feel pressured to pay tips or gratuities yourself. However, you are welcome of course to give extra tips at your expense to anyone you feel is especially deserving – perhaps to someone who has gone above and beyond to help you especially.

## 12. CBP Voyager Club

The Voyager Club is our photo tour loyalty program. Once we have confirmed your booking on your first CBP tour, you automatically obtain a Silver membership into the CBP Voyager Club and are then eligible to receive a 5% loyalty discount on future CBP tour bookings. If you book multiple CBP tours before traveling, you will be eligible for the CBP Voyager Club discount on all except your first booking, however, if you cancel your first tour booking, you will be re-invoiced for the second tour at full price. Silver membership is automatically upgraded to Gold membership after your fifth tour with us, making you eligible to receive a 10% loyalty discount on future CBP tour bookings. CBP reserves the right to, at its sole discretion, make changes to any aspect of the Voyager Club loyalty program, including membership cancellation, or nominate certain tours as being exempt from Voyager Club discount offers. The Voyager Club discount may not be used in conjunction with any other discount or sale.

### **13. Your details**

In order for CBP to confirm your travel arrangements, you must provide all requested details with or before the second payment is due (180 days before the departure date). Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Your booking cannot be confirmed without provision of these details.

### **14. Age and fitness requirements**

For the majority of CBP tours the minimum age is 14 at the time of travel. All travellers under the age of 18 must be accompanied by a legal guardian, or, in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee must book and pay for in-full a place on the tour for themselves, and will be responsible for the traveller under the age of 18's day to day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document to delegate their authority. Please note CBP cannot guarantee triple or joining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis. The majority of CBP tours have no upper age limit, though you are reminded that some CBP tours can be physically demanding – refer to each tours itinerary and 'physical activity' level to determine your suitability. CBP reserves the right to decline bookings at its sole discretion if it feels you may be unsuited to the level of activity required. CBP is unable to provide specific mandatory health requirements, and it is your responsibility to ensure that you obtain proper and detailed medical advice requirements and recommendations for your destination at least two months prior to travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, CBP has no liability to you for any cost, loss or damage which you suffer nor will CBP refund you the cost of any unused portion of your travel arrangements.

### **15. Accommodation arrangements**

Accommodation arrangements vary for each location and each tour, however unless otherwise stated, all CBP tour accommodation is twin-share. So, if you're booking on your own (as many of our guests do), expect to share a room with someone else, and if you're booking as a couple, you may request a double bed if desired, although this is not always possible. For solo travellers CBP can not guarantee that you'll be sharing with someone of the same sex – it depends on the gender split. On some CBP tours you may request a single supplement (a room to yourself) for an extra fee, subject to availability. Keep in mind though that a) you're only usually in your rooms to sleep as your waking hours are filled with plenty to do and photograph, and b) those who request a single room often end up regretting it when they see the amazing friendships that form between other roomies.

### **16. Information awareness**

CBP provides a lengthy 'Tour information document' for each tour location, as well as a comprehensive tour itinerary. It is your responsibility to ensure you have read and understood both of those documents in their entirety, as well as to have undertaken your own research to ensure you are properly prepared for the locations and experiences expected.

### **17. Passport and visas**

For international CBP tours, you must carry a valid passport, and it is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for the countries which you will visit during your tour. Your passport must be valid for six months beyond the duration of the tour. CBP is not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

## 18. Travel insurance

Travel insurance is compulsory for all CBP tour guests and should be taken out at the time of booking. We can recommend the services of our preferred travel agent upon request. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the categories of cover. CBP also strongly recommend it cover cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on or before the final tour payment (90 days before departure); you will not be able to join the trip without it.

## 19. Change of dates

If absolutely necessary, CBP reserves the right to modify tour dates at any time prior to departure. Should this occur and if you are unable to travel on the new dates, you may cancel your tour booking and receive a full refund of all monies you have paid to CBP for that tour however CBP will not be held responsible for any incidental expenses that you may have incurred as a result of your booking, including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

## 20. Change of itinerary

While CBP endeavours to operate all tours as described, CBP reserve the right to change the itinerary at any time without prior notice.

**Before departure:** If CBP makes a major change to the itinerary (one that affects more than 20% of the tour days) you will be informed as soon as reasonably possible. If a major change is made, you may choose between accepting the change, or cancelling your booking and obtaining a refund of all money you paid to CBP for that tour.

**After departure:** CBP reserves the right to change an itinerary after departure due to local circumstances or events outside of CBPs control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you, if requested. There will be no refunds offered due to necessary itinerary changes forced upon us by factors outside CBPs control, nor will CBP be responsible for any incidental expenses that may be incurred as a result.

## 21. Authority on tour

Our tours are run by a CBP tour leader. The decision of the tour leader is final on all matters likely to affect the safety, well being, or experience of any person participating in the trip. If you fail to comply with a decision made by a tour leader, or interfere with the well being or mobility of the group, the tour leader may direct you to leave the trip immediately, with no right of refund. CBP may also elect not to carry you on any future tours booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with CBPs responsible travel guidelines.

## 22. Photographic and video consent and release

You consent and agree that CBP has the right to take or use photographs or record video of you (and/or your property) and to use these in any and all media including online, now or hereafter known, and for any purpose whatsoever. You further consent that your name and identity may be revealed therein or by descriptive text or commentary. You grant CBP a perpetual, royalty-free, worldwide, irrevocable licence to use such photos and videos in print and electronic form publicly or privately and to market and sell copies. You waive any rights, claims or interest you may have to control the use of your identity or likeness in the photographs and videos and agree that any uses described herein may be made without compensation or additional consideration to you.

## 23. Acceptance of risk

You acknowledge that CBP tours takes you to some places where the wildlife, political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. CBP uses information from government foreign departments as well as reports from our own contacts in determining whether an itinerary should operate. However, it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks associated with such travel.

## 24. Limitation of liability

You acknowledge that CBP tours are carried out on third party premises to which CBP does not have any control in relation to the safety, security and layout of the premises. You also acknowledge that CBP utilises a network of third party companies, agencies and individuals to assist in the running of tours. CBP is not responsible for the acts and omissions of these third parties. You assume all risks, liabilities and hazards connected with the participation in this tour howsoever and whatsoever caused, including physical injury, sickness or even death. You acknowledge there are inherent risks in participating in boat trips, plane, helicopter, car travel etc and you participate in this tour at your own risk and shall be responsible for all loss and damage to yourself and/or your properties while attending this tour. Any equipment that belongs to CBP that you borrow and/or use (Borrowed Equipment) during the tour (whether with or without consent) will be at your own risk and you unconditionally acknowledge that CBP does not warrant the suitability and the purpose of the Borrowed Equipment.

To the fullest extent permitted by law:

- Any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a tour, or any breach of the Booking Conditions, is excluded
- You release CBP and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against CBP arising out of or in connection with your participation in a tour
- Any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty) is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in CBPs absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by CBP from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

## 25. Consumption of alcohol

On some CBP tours, alcohol may be available. CBP will not be held responsible for your actions under the influence.

## 26. Optional activities

Optional activities not included in the trip price do not form part of the tour or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render CBP liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

## 27. Claims & complaints

If you have a complaint about your tour please inform your tour leader at the time, in order that they can attempt to rectify the matter. If satisfaction is not reached through these means, then any further complaint should be put in writing to CBP within 30 days of the end of the tour.

## **28. Severability**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## **29. Privacy policy**

Any personal information that CBP collects about you may be used for any purpose associated with the operation of a tour. CBP will otherwise treat your details in accordance with the CBP privacy policy available at [www.ChrisBrayPhotography.com](http://www.ChrisBrayPhotography.com).

## **30. Communication consent**

You grant CBP the right to contact you following the tour, providing information and marketing materials but only in accordance with the CBP privacy policy available at [www.ChrisBrayPhotography.com](http://www.ChrisBrayPhotography.com).

## **31. Applicable law**

The laws of New South Wales, Australia, govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a tour or these Booking Conditions must be initiated in the courts of New South Wales, Australia.

## **32. Updating of terms and conditions**

CBP reserves the right to update and/or alter these terms and conditions at anytime, and it is your responsibility to be familiar with them. The latest terms and conditions can always be found on the CBP website [www.ChrisBrayPhotography.com](http://www.ChrisBrayPhotography.com) and will supersede any previous versions.

End.

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