## Majestic Whale Encounters

www.majesticwhaleencounters.com.au

ACN: 71 637 710 671



## <u>Majestic Whale Encounters</u> Terms and Conditions

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. Please read the following carefully prior to signing. By signing this agreement, you agree to be bound by these conditions which constitute the agreement between the Majestic Whale Encounters and you and any applicable minors in your care. These conditions apply to the exclusion of any other terms or conditions unless they are set out in this agreement or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorized by Majestic Whale Encounters.

Majestic Whale Encounters (MWE) is not liable for any damage to any personal items, theft, illness, injury or death caused while travelling or staying with us.

Majestic Whale Encounters reserves the right to cancel a person's accommodation due to disrespectful behavior which is decided at MWE's sole discretion.

Upon receipt of these terms and the attached waiver, payment of the attached invoice with a 25% deposit of the total package is required to secure your place. Payment of the deposit indicates the Customer's acceptance of these terms.

## **CANCELLATIONS AND REFUNDS:**

- All notice of cancellations must be received by MWE in writing (handdelivered, pre-paid mail, or email only).
- All deposits are non-refundable.
- Cancellations made within 20 weeks of your arrival date will be nonrefundable.
- If a tour is cancelled <u>by Majestic Whale Encounters</u> due to COVID-19, a pandemic, war, disease, famine, civil unrest or anything beyond our control, payments cannot be refunded but can be transferred to another tour with Majestic Whale Encounters to be used within 24 months.
- Majestic Whale Encounters will not refund any portion of any trip if related to injury, sickness, unlawful behaviour or homesickness.
   Majestic Whale Encounters will assist the guest to the best of their ability.
- Additional Charges the customer may incur further cancellation charges from some local agents which must be paid solely by the Customer.

Force Majeure – MWE may, at its sole discretion, where circumstances outside of its control affect travel arrangements (such as flood, fire, act of God, war of threat of war, physical unrest, riots, civil disturbances, terrorist activities (threatened or actual), strikes, port or airport closure, technical problems with transport, alteration or cancellation of scheduled travel services) cancel scheduled travel arrangements at any time. MWE may at its sole discretion:

- Help the customer to find alternative travel arrangements. Any alternative travel arrangements will be made solely at the customer's expense. MWE will supply the paperwork requested for you to attempt to recoup monies through your travel insurance provider.
- MWE may charge a reasonable fee to cover the administration costs associated with providing Alternative Travel Arrangements or services.

Material Alteration – if a material alteration becomes necessary within 45 days of the departure date for any reason other than the circumstances described in previously, MWE will endeavour to offer comparable products.

Majestic Whale Encounters reserves the right to withdraw a booking if the deposit per person isn't paid within the 7-day period.

## **INSURANCE:**

Travel insurance is mandatory. It is the responsibility of the guest to arrange his or her travel insurance prior to the departure of their country of origin. MWE highly recommends that all guests book comprehensive travel insurance to cover all COVID-19 related cancellations and changes at the time of booking. MWE strongly recommends that the Customer insure themselves against loss of deposit, cancellation charge, medical expenses and loss of personal possessions and any other foreseeable loss or expense.

Travel insurance should cover all COVID-19 related cancellations including:

- Medical Expenses;
- Non-refundable portion of pre-paid travel arrangements for a trip cancelled due to a COVID-19 diagnosis;
- On trip mandatory quarantine expenses due to COVID-19 diagnosis or confirmed close contact;
- Expenses for denied boarding due to a suspected COVID-19 diagnosis;
- The non-refundable portion of pre-paid travel arrangements where pre-approved leave is cancelled for healthcare workers, residential care workers and law enforcement officers if their leave is cancelled due to COVID 19.

Majestic Whale Encounters is not liable to pay any costs, expenses or amounts whatsoever (whether compensatory, special, or consequential damages) due to delays, natural disasters, war, civil unrest, terrorism, acts of god etc. The Customer fully accepts these risks.

The Customer further understands that by participating in these Activities that they are consenting to be depicted in photographs and video for marketing purposes.

Except as specifically set out herein, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, specification or performance of the Products or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

The Released **Parties** have not and cannot representations regarding the Customer's experience in any Activity (as specified in the attached waiver), the weather, animal/wildlife sightings, the quality of any particular meal, accommodation, guide, travel, or other Activity. MWE will make best efforts to provide the Customer with a positive, unforgettable experience, however, delays, changes in plans/itineraries, or some degree of disappointment due to circumstances beyond MWE's control must be expected. By participating in these Activities, the Customer agrees not to sue the Released Parties under any legal theory related to unmet expectations concerning any aspect of this trip.

The Customer expressly agrees to listen to and obey instructions provided by MWE and MWE affiliated guides/partnering companies during excursions when safety is involved. Some of the destinations provided by MWE are in countries with significant danger of civil unrest, uprising, terrorism, war, and crime. The Customer proceeds with this trip and Activities with full knowledge that doing so involves heightened risks of injury, kidnapping, ransom, and death. MWE and the Released Parties (as outlined in the waiver) are not responsible for any losses incurred by the Customer from alleged negligence or otherwise.

MWE 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, delay or irregularity occasioned to the Customer, whether caused by an act, omission, negligence or otherwise while participating in any Activity or their travel to/from.

It is the sole responsibility of the guest to check tourist visas and other immigration requirements for all countries visited in their itineraries. The undersigned retains sole responsibility for all matters related to their passport and immigration requirements.

Majestic Whale Encounters recommends all guests should check all safety issues, travel warnings, information and advisories related to entering visiting country before departing their country of origin. Majestic Whale Encounters guests, if under the age of 18 must be accompanied by a parent or guardian.

Majestic Whale Encounters is not liable for any internet or computer related issues that may arise due to the course of the booking process. Quotes will be provided in relation to a price for the Travel Arrangements. The quote is valid for a period of 7 days.

Majestic Whale Encounters has the right to alter travel schedules due to weather conditions, safety issues or situations beyond our control. Final Payment must be received by MWE no later than 90 days prior to the Arrival Date. Where bookings are made within 90 days of arrival, full payment must be made at the time of the booking.

Majestic Whale Encounters reserves the right to amend prices, before or after your booking, until the full payment is received. All prices are subject to change, including after booking, at MWE's discretion if subsequently affected by exchange rate differences, increase in jet fuel, boat fuel or car fuel prices, increase in government taxes, and/or any other influence beyond the control of the operators.

The validity, enforcement, construction, and interpretation of this agreement shall be governed by the law of the State of New South Wales, Australia. Any action or proceeding arising in connection with this agreement and/or with the undersigned's participation in any session or event with MWE or against MWE in any respect, can only be brought in Sydney, Australia. The Customer waives any objection to the jurisdiction of these courts whether based on convenience or otherwise. If there is any conflict between these terms and the waiver, the waiver's terms will control.

Majestic Whale Encounters cannot guarantee that the Customer will swim with whales and/or interact with other wildlife due to bad weather and unpredictable circumstances.

Majestic Whale Encounters cannot refund deposits or monies paid due to fluctuations in exchange rates. Majestic Whale Encounters guests are all here with the same common goal towards having a wonderful time and experience the magic and beauty of nature and wildlife!

I have read and understand the above Terms and Conditions and I accept that this tour is of an adventurous nature. I acknowledge that there are risks associated with this adventure and accept that these risks are my own responsibility.