

TERMS AND CONDITIONS (Please read carefully)

FLEXIBLE BOOKING POLICY

Flexible booking policy applies to new bookings made on or after 31 August 2020 for departures in 2021 and 2022 on the following trips; *Ningaloo Reef Kayak Explorer*, *Ningaloo Reef Basecamp* and *Ningaloo Reef Kayak Expedition*; *The Three Capes Paddle*; *The Bruny Island Paddle*; *Yasawa Tropical Island Dreaming*** and *Yasawa Tropical Expedition***; and *Hinchinbrook Island****

DEPOSITS AND FINAL PAYMENTS

A deposit of 25% of the total trip price is required at the time of booking. Final payment will be due 60 days prior to your scheduled trip departure date provided that at that time the current Australian and or Fijian State and or Federal government advice regarding Covid-19 related border restrictions would not *directly impact** your capacity to travel to the point of departure at the scheduled trip departure date.

REFUNDS AND TRANSFERS

For Australian departures, deposits and final payments are refundable or transferable up until 14 days (30 days for Fijian departures) prior to the scheduled trip departure date in the case that Australian and or Fijian State or Federal issued orders *directly impacts* your capacity to travel as a result of Covid-19 related border restrictions. If Australian and or Fijian State or Federal issued orders directly impacts your capacity to travel as a result of Covid-19 related border restrictions at or within 14 days (30 days for Fijian departures) of your scheduled trip departure date, Southern Sea Ventures will transfer any money paid to a future booking or refund 75% of the total trip cost and will supply a credit voucher for the remaining 25% to be used on any SSV trip experience within 24 months of the original trip departure date. If you are unable to use this credit within 24 months you will be eligible for a refund at the end of this 24 month period. Transfers are available to a future date on the same trip. Transfers to alternate trips are also allowed, where there is a difference in price you will be liable for that price difference in both the deposit and the final payment. Transfer fees will not be applied in the case that your departure is impacted by the conditions listed above.

**directly impacts* is inclusive of State or Federally mandated border closures preventing you from travelling to the point of departure of your trip or returning to your home state and/or government orders requiring travelers to undergo mandatory quarantine either in the state/country where the trip departs or upon return to your home state/country as a matter of course.

******For bookings made on any of our Fiji departures, deposits and final payments remain refundable up until 30 days prior to departure subject to the same conditions as above.

*******For bookings on our Hinchinbrook Island departures, all trip monies paid are non-refundable. If any of the above conditions directly impacts your capacity to travel prior to your trip departure date you will be provided with a credit note to be used only on Hinchinbrook Island departures within 18 months of your original trip departure date.

EXCLUSIONS

Flights and pre- or post-tour accommodation is not the responsibility of Southern Sea Ventures, please check the conditions with those suppliers carefully to ensure they are refundable or transferrable in the event that your travel plans change. Our Flexible booking policy applies only up until the time at which the trip begins. Once the trip has begun we are unable to provide refunds or credits of any kind.

INSURANCE

Personal travel insurance is not included in the trip cost. It is a condition of booking and participating in a trip with Southern Sea Ventures (SSV) that you are insured. We very strongly recommend you take out travel insurance that includes cancellation coverage at the time of paying your deposit.

CANCELLATIONS BY YOU

If it becomes necessary to cancel your holiday, you must notify SSV immediately in writing. Cancellation will take effect when SSV receives your written notice. Cancellations received more than 60 days prior to the trip departure date means a loss of your deposit (25% of the trip cost). However, your deposit may be transferred towards a different trip for a fee of \$250, in applicable trip currency (AU/NZ/US/EU). Transfer of deposit (and any progress payments) to a different trip is not available on kayak/yacht based trips where a cancellation means loss of any monies paid. Transfers are only valid on trips scheduled to commence within 18 months of your original departure date and you are permitted one transfer only. In addition, any increase in trip costs as a result of your transferring to an alternative trip or departure date will be payable by you. If cancellation takes place less than 60 days prior to trip departure, you will be required to pay the full cost of the trip. There is no refund for arriving late or leaving a trip early.

CANCELLATIONS BY SSV

SSV reserves the right to cancel any trip prior to departure due to minimal numbers, in which case any payment made by you will be refunded in full and you will not be entitled to make any further claim for compensation or damages, expenses, loss of time or inconvenience which may result from such cancellation.

DELAY OR CHANGE OF ITINERARY

SSV may for any reason change the date of departure or conclusion of the trip, the scheduled point of departure for the tour, omit or change any scheduled stop on the trip or change the scheduled place of conclusion for the trip whether before or after the trip has departed, without prior notice to you. You will have no right to any refund and SSV will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes.

IMAGES

During the course of your trip, photographs may be taken of you by other passengers or an SSV representative. If you do not wish these to be used on social media or other marketing, please advise us prior to the trip.

TOUR OPERATIONS

SSV does not operate all of the tours. Some are operated with our close regional partners.

MEDICAL DISCLOSURE – You declare and warrant that:

you are in good health and mental physical fitness at the time of booking this trip; you have disclosed to SSV every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to SSV's decision to permit you to join the trip;

immediately upon any adverse change in your health or fitness that may be likely to affect SSV's decision to accept the risk of permitting you to join the trip, you will notify SSV in writing of any such adverse change;

All participants aged 65 years or over require a doctor's clearance to participate on our trips. Your doctor may sign the section on your completed medical form or write a separate fitness certificate.

You acknowledge that the obligation to disclose under this condition continues from the time of booking the trip through to departure and extends for the duration of the trip.

If you fail to comply with the duty of disclosure in this condition and if SSV would not have permitted you to undertake the trip, or continue participation of the trip, had you made full disclosure under this condition, SSV will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

TRIP COSTS

Trip costs are based on ground costs and exchange rates. While we try our utmost not to increase our prices, this is sometimes beyond our control. The most current prices will be listed at www.southernseaventures.com so visit the website before booking. We reserve the right to amend our prices. They should only alter in the event of significant increases in ground or cruise costs and/or marked fluctuations in the exchange rate upon which the land content is based. Any price increase must be paid in full prior to the departure date.

ITEMS NOT INCLUDED IN OUR COSTS

- Personal travel insurance.
- Air fares/travel to the meeting point (unless specified in trip descriptions and costs).
- Internal flights.
- Visa and passport charges.
- Airport departure taxes.
- Airport transfers unless specified.
- Excess baggage charges.
- Extra meals not included in the itinerary.
- Single supplement fees.
- Tips.
- Bank fees for funds transfers.
- Credit card surcharges.
- Any additional costs or expenses incurred as a result of the insolvency of any ground operator occurring after departure date.
- Emergency evacuation charges.
- Alcohol, laundry, WIFI, personal clothing, medical expenses, and items of a personal nature.
- Any additional hotel nights or extra transfers that may be necessary due to airline schedules or changes in your flights are not included.

SOUTHERN SEA VENTURES

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DATE OF T&C's: 06/05/21

