

# **HARVEST SCHOOLIES BOOKING CONDITIONS**

## **1. IMPORTANT NOTICE**

You can only book and participate in the Harvest Alternative Schoolies 2018 Fiji Experience, and we will only accept your booking, if you are between 17 and 19 years old at the time of travel and have completed Year 12 in High School in 2018.

Harvest reserves the right to verify your details. If it is found that you are not between 17 and 19 years old &/or that you haven't completed Year 12 in 2018 then you will be denied the right to travel on the expedition or if it has commenced you will be immediately returned to your departure port at your own cost. You will not be entitled to any refund for unused services or airfares. The information contained in the Harvest material in respect to prices, itineraries, duration, standard of services etc. may have changed since release. Please ask your Harvest Consultant to identify any changes which may affect your proposed expedition before booking. Please carefully read the following conditions before you complete the Booking Form as these comprise the basis for acceptance of all bookings.

## **2. NEW BOOKINGS**

All new bookings must be accompanied by a:

- Photocopy of current valid passport (details page only) – Refer to SECTION 16 – PASSPORT – VISA
- A non-refundable deposit of AUD\$500 per person per expedition is required

For deposit conditions on additional arrangements please refer to SECTION 7 – ADDITIONAL ARRANGEMENTS.

## **3. PAYMENTS**

- Deposit: to be paid at the time of booking.
- Additional Travel Arrangements: A nominated deposit will be payable at the time of booking as advised by your Harvest Consultant.
- Final Payment: Passengers must make final payment no later than **90 days** prior to their confirmed departure date.
- Late Bookings: Full payment within 48 hours of confirmation is required for new bookings made within 90 days of departure along with a non-refundable surcharge of AUD\$100.00 per person.

## **4. ALTERATIONS TO CONFIRMED / DEPOSITED BOOKINGS (INCLUDING ADDITIONAL ARRANGEMENTS)**

- Up to 90 days prior to departure: AUD\$50.00 per person per change plus any additional charges imposed by Harvests' suppliers or airlines.
- From 45 days to 89 days prior to departure: AUD\$100.00 per person per change plus any additional charges imposed by Harvest' suppliers or airlines.
- From 44 days prior to and after departure: AUD\$200 per person per change plus any additional charges imposed by Harvests' suppliers or airlines.

## **5. CANCELLATION BY PASSENGER**

Cancellation Fees:

- Up to 90 days prior to departure: Loss of full deposit paid.
- From 45 days to 89 days prior to departure: 70% of expedition cost
- From 44 days prior to departure day: 100% of expedition cost
- Post departure / unutilised bookings: Nil refund on unused services.

Cancellation charges for any additional travel arrangements cancelled prior to departure would apply according to the terms and conditions pertaining to the operator used and will be available at time of booking. Cancellation of services after departure and unused vouchers have no refundable value.

## **6. TRAVEL INSURANCE (COMPULSORY FOR ALL PARTICIPANTS)**

Harvest recommends travel insurance that safeguards against: loss of deposits through cancellation charges; baggage loss; medical expenses; theft and other contingencies. Harvest makes no representations or guarantees concerning reimbursements of funds paid by you under any insurance claim. You agree not to hold Harvest responsible for any decision made by insurers, and/or by any suppliers, or requirements of any foreign country, government authority or overseas laws and policies.

Harvest does not provide any form of insurance against any accident, injury, loss, illness or death, which could occur while a student is travelling on our programs. Parents must ensure that their son or daughter is fully covered for any medical expenses that may be incurred during their trip. Injuries do occur, and health insurance is mandatory for all participants. Harvest will supply you with information about a travel insurance policy that many of our participants select. Participants and their parents are responsible for any and all medical costs incurred before, during or after a Harvest trip regardless of the cause.

## **7. ADDITIONAL TRAVEL ARRANGEMENTS**

Harvest can arrange additional flights, tours, accommodation, etc. for passengers wishing to extend their expedition. Harvest Consultants can arrange your complete itinerary and advise additional costs. All booking terms and conditions of the Tour Operator/Airline being used may vary from Harvest conditions and must be adhered to. These arrangements may require additional non-refundable deposits to be paid. Your Harvest Consultant will advise these details at the time of booking.

Harvest is not responsible for any costs of any other travel arrangements affected by the cancellation or the rescheduling of its expedition departures.

## **8. ERRORS / OVERSIGHT DISCLAIMER**

Harvest reserves the right to correct any error in rates quoted or calculated for any service notwithstanding that the invoice may have been paid in full. Client/s accepts that Harvest staff, Management or its Agents could make an oversight affecting travel arrangements. Client/s agrees and understands that Harvests' (or its agent's) obligation is to amend such error or oversight by prompt action/correction (if possible) or refund based on actual cost of itinerary services/sectors affected. Client/s understands and agrees to such limitation of claim.

## **9. CONTENT DISCLAIMER**

Images and scenes shown are representative of those featured in the expeditions but are not necessarily supplied or visited. Maps are not necessarily to scale. Accommodation is selected, subject to availability, from grading suggested by local authorities or our representatives with due consideration to the particular needs of our passengers. Every effort has been made to ensure that all brochures and content are accurate at the time of printing but, are subject to any statutory liability which may not be excluded by law. The operator is not liable for any error, omission or inaccuracy in our brochures and content whether occurring at or after the time of printing in regard to price or any other detail or booking condition. In some circumstances beyond Harvests' control, expedition itineraries may differ to that listed in the Harvest brochure &/or expedition overview. If this situation occurs, Passengers will be advised by a Harvest Consultant or their Expedition Director of the alternate sites / travel. Harvest will do all possible to supply comparable services / accommodation and/or itineraries and there shall be no refund as a result of these amendments.

## **10. ALTERATION TO PRODUCT OR SERVICES**

If circumstances beyond Harvests' reasonable control require that inclusions be altered, product of similar value or standard will be supplied. In the unlikely event of cancellation by Harvest, passengers are offered a change of arrangements, alternative tour or a full and immediate refund without further Harvest liability.

An expedition can only operate at the advertised price if a minimum number of bookings are achieved. If at 45 days prior to departure, numbers fall below the minimum, a surcharge on booked passengers may be applied to ensure departure. Harvest is not responsible for disruption to any travel arrangements not booked or operated by Harvest.

## **11. ROOM TYPES**

Prices are based on multi share rooms, which may be a bunk style bed. An individual passenger's request to share is accepted at the time of booking and they will be placed in a multi share room with someone of the same gender. Passengers sharing a multi share room acknowledge that Harvest cannot guarantee the compatibility or medical fitness of your room mates. Please note that should you nominate to share with another passenger, Harvest cannot be held responsible if that choice is not to your satisfaction. If at any time during the expedition you consider a rooming partner unsuitable, Harvest will use reasonable endeavours to allocate different rooming configurations for the remainder of the tour, subject to availability, and may be at additional cost to the passenger requesting the change.

Passengers with a serious or ongoing medical condition or mobility constraint (subject to travel approval by Harvest) must bring an accompanying able-bodied companion / carer.

## **12. SELLING PRICES**

Prices are current as at March 2018 and are based on costs, charges, tariffs, rates, taxes, levies and exchange rates calculated on the basic expedition travel dates and are not inclusive of airfares, fees, costs, charges and levies (including additional flight arrangements and stopovers). All costs are subject to change at any time due to alterations in taxes, charges or levies imposed by tour companies, governments, their agencies, principals and/or currency fluctuations. Harvest reserves the right to surcharge the price of an expedition due to such increases. If the total expedition cost increases by more than 10%, passengers will have the right to cancel within 7 days of advice of the surcharge without penalty.

## **13. ABOUT COSTS**

Included in the selling price of each expedition are (although not restricted to) charges to cover the cost of research, reservations from agents in Australia and from our overseas destinations, postage, facsimile, telephone, bank charges, currency transfers, documents, brochure production, printing, distribution, advertising and remuneration to travel agents. Cost breakup is not supplied. Deposit payment signifies your acceptance of these usual commercial costs and fees paid to our overseas associates.

## **14. AIRLINES (ONLY APPLICABLE IF AIR + LAND PACKAGES OFFERED)**

The scheduled flights used for all group departures are subject to the usual conditions of the carrying airline and relevant to international law. Harvest accepts no responsibility for alterations to air schedules. As air fare increases and fuel surcharges can be applied without notice we reserve the right to apply the same at any time prior to final ticketing. Airlines endorsing this and ancillary brochures do not represent themselves either as contracting with any purchaser of a Harvest expedition or as having any other legal responsibility with such purchaser.

## **15. HEALTH**

Our Alternative Schoolies 2018 Fiji Experience requires a reasonable level of fitness due to varied activities and amount of walking. Harvest must be advised, in the online booking form, of any medical condition, disability or mobility difficulty that may affect the functioning of the group. Your condition will be assessed and may require qualified medical consultation.

Whilst Harvest will make reasonable attempts to accommodate any special needs it is not responsible in the event it is not able to do so, nor is it responsible for any denial of services by carriers, hotels, restaurants or any independent suppliers.

Any passenger with a pre-existing medical condition or illness must declare the nature of such condition at the time of booking and make arrangements for the provision of any drugs or other course of treatment that may be required during the tour. Any relevant health or mobility conditions not adequately disclosed may result in your immediate and direct return to your point of departure at your expense and without availability of refund. This clause is necessary to assure the health and safety of all group members and in particular those with whom you may be sharing a room. We recommend you consult your doctor in respect of your intended travel as this may also have some bearing on your application for travel insurance. Furthermore, your doctor or the relevant Government Health authorities could advise further on any vaccination requirements necessary. Certain passengers with a serious or ongoing medical condition or mobility constraint (subject to travel approval by Harvest) must bring an accompanying companion / carer.

If a Passenger's mobility limitation affects the operation of the expedition, that passenger will be immediately returned home, at their expense and no refund for unused services will be applicable. Both participants and their parents will be required to sign and comply with various liability waivers and releases prior to the beginning of your Harvest program. Participants will not be permitted to travel on any Harvest program without completion and delivery of these forms to Harvest.

## **16. PASSPORT - VISA**

Each passenger is personally responsible for ensuring they possess valid travel documentation. New passport applications must be personally applied for. Existing passports must not expire for at least 6 calendar months after the intended date of return to Australia. Non-Australian passport holders must possess a valid Australian Re-entry Certificate.

If you are travelling on a passport issued by a country other than Australia, you will need to be aware that visa requirements may differ from those for Australian passport holders. Visas required by non Australian passport holders must be applied for by the passport holder. Your Harvest Consultant will be able to advise you of these requirements. Cancellation of an expedition due to incomplete travel documentation will incur standard cancellation fees.

## **17. MINORS**

If you are under the age of 18 years old at the time of booking, your parent or guardian must make the booking and accept the terms of the booking form. If you are a minor and a booking is made that is not authorised by your parent or guardian, the deposit paid at the time of booking will be forfeited. By making a booking, whether or not on behalf of a minor, you are deemed to have understood and accepted the Terms and Conditions.

## **18. SPECIAL REQUESTS**

Any special requests (such as dietary requirements) made at the time of booking are on a request only basis. Harvest will do all possible to accommodate requests but cannot guarantee these can be met in all instances.

## **19. RESPONSIBILITIES**

Harvest agrees to make reservations with the Principal offering the services described in this and ancillary brochures. Harvest does not accept any responsibility for default causing loss or injury to persons whether by negligence or otherwise on the part of the Principal providing any facilities for any person taking advantage of the services described in our products.

Harvest is not liable for any loss suffered by any person or any additional expense caused or occasioned by transportation provider delay, change of aircraft service, alteration to any other travel service, illness, injury, strike, civil disturbance, terrorism, quarantine, flood or other disturbances of whatsoever nature interfering with, altering, or adding to the cost of the service requested or booked. After departure if the services included in the program cannot be supplied or are altered for reasons beyond our control, Harvest will arrange for the provision of comparable services where possible. Any resulting additional expense will be payable by Participants and any resulting savings will be refunded.

Harvest is not liable for any dissatisfaction the client may have with the properties used. The above exclusions of liability are subject to any statutory liability which unresolved may not be excluded by law. Unresolved difficulties must be conveyed to Harvest Australia Pty Ltd in writing with any supporting documents within 30 days of return to Australia.

## **20. DOCUMENTATION**

It is the Client's responsibility to carefully check all confirmation documentation, itineraries, air-tickets and vouchers immediately upon receipt (particularly in regard to spelling of names and travel dates), and advise Harvest of any discrepancies.

## **21. CURRENCY**

Costs listed on Harvest brochures and websites are in local currency for Australia (AUD).

## **22. CODE OF CONDUCT**

You agree to comply with the authority and decisions of Harvest Representatives and their local Tour Operator Rustic Pathways; and the laws of the country in which you are travelling. The Harvest Alternative Schoolies 2018 Fiji Experience is alcohol, drug and tobacco free. We do not tolerate illegal drug use and possession, alcohol consumption, smoking of tobacco, intoxication, threatening or abusive behaviour both physical and verbal, property vandalism or consistently disregarding staff instructions.

Furthermore, you agree that your fellow travellers & any Harvest Representatives and their local Tour Operator Rustic Pathways have the right to travel/work in a safe environment. Any threats to their safety, wellbeing or inappropriate behaviour will be taken extremely seriously. If, in the opinion of Harvest Staff or its local Tour Operator Representatives Rustic Pathways, your behaviour breaches this code of conduct then you will immediately be removed from the expedition resulting in your immediate and direct return to your point of departure at your expense and without availability of refund. Any damages caused by the passenger's negligence or misbehaviour remain the responsibility of the passenger and not Harvest or their local Tour Operator Rustic Pathways.

Students who use drugs, alcohol or tobacco will immediately be removed from the expedition resulting in your immediate and direct return to your point of departure at your expense and without availability of refund.

### **23. USE OF PROGRAM MATERIALS**

You agree that during the course of the expedition, materials such as photos or other images; motion pictures; digital, video or other recordings, and/or written or spoken statements of attending Harvest student participant/s (collectively "Program materials") may be taken and/or collected by Harvest staff and/or representatives and supplied to Harvest. You further agree that Harvest and its affiliates may take and use these materials at any point in the future, including for broadcast, sale, reproduction or display on the internet (including on the Harvest Journeys/Harvest Schoolies websites, its Facebook and Instagram pages, or other internet sites) or via other media, or for any other promotional or educational use, without compensation to the participant

### **24. PRIVACY STATEMENT**

Harvest may collect personal information about you from third parties (including your medical practitioner) as reasonably required in planning and booking tours and for any purpose relating to your tour. You may seek access to any personal information which Harvest may hold about you in accordance with provisions of the Privacy Act 1988 (CL).

### **25. CONSUMER PROTECTION**

Harvest Australia Pty Limited ACN 056 849 426, Travel Agent Licence 2TA003632, is a member of ATAS and keeps all client monies in a separate bank account.

### **26. NEW SOUTH WALES LAW**

The Terms and Conditions published herein are governed by the laws of New South Wales, Australia.

### **27. VALIDITY**

The Harvest Alternative Schoolies 2018 Fiji Experience is valid until 31 December 2018.