

ARTISAN ADVENTURES BOOKING FORM

This Agreement between Artisan Adventures and the Client outlines the terms and conditions upon which Artisan Adventures will provide Services to the Client. This Agreement comprises this Booking Form, the attached Standard Terms and Conditions, Invoice and Third Party Provider Conditions.

Item	Information	Details
1.	Date	
2.	Artisan Adventures	Artisan Adventures (ABN 29 890 632 275)
		Contact Person: Bianca Myers
		Phone:
		Email: Bianca@artisansadventures.com.au
3.	Clients	Client 1: Address: Email: Phone: Medical conditions: Date of birth: Passport details Dietary req: Nationality: Emergency contact: Passport no: Emergency phone: Date of issue: Insurance Place of issue: Insurer: Date of expiry: Policy no:
		Client 2: Address: Email: Phone: Medical conditions: Date of birth: Passport details Dietary req: Nationality: Emergency contact: Passport no: Emergency phone: Date of issue: Insurance Place of issue: Insurer: Date of expiry: Policy no:
		Client 3: Address: Email: Phone: Medical conditions: Date of birth: Passport details Dietary req: Nationality: Emergency contact: Passport no: Emergency phone: Date of issue: Insurance Place of issue: Insurer: Date of expiry: Policy no:
		Client 4: Address: Email: Phone: Medical conditions: Date of birth: Passport details Dietary req: Nationality: Emergency contact: Passport no: Emergency phone: Date of issue: Insurance Place of issue: Insurer: Date of expiry: Policy no:

STANDARD TERMS AND CONDITIONS

1. SUPPLY OF SERVICES

- 1.1. Artisan Adventures and the Client agree that Artisan Adventures will supply Services to the Client for them to acquire a Travel Product from a Third Party Provider on the terms of this Agreement.
- 1.2. The Client agrees and acknowledges that in addition to this Agreement, any Travel Product acquired by the Client is subject to the Third Party Provider Conditions and that Artisan Adventures is acting only as agent for the Third Party Provider in its supply of the Travel Products.

2. FEES

- 2.1. The Fees:
 - 2.1.1. are to be paid in Australian Dollars, unless otherwise specified;
 - 2.1.2. are for the Services and Travel Products identified on the Invoice only. Any additional Travel Products will incur additional fees;
 - 2.1.3. may be subject to surcharges in connection with currency exchange rates, increases in Travel Product prices, fuel levies, airfare, hotel and ground transportation charges, game park entrance fees and any other increase in connection with the Travel Product; and
 - 2.1.4. are exclusive of delivery costs, GST and all other taxes, duties or government charges levied in respect of the Services except to the extent that they are expressly included in the Fees.
- 2.2. The Client is not entitled to any reduction of Fees in the event the Australian Dollar strengthens.

3. PAYMENT

- 3.1. In the absence of the Client signing this Agreement, payment of the Deposit constitutes acceptance of the Agreement.
- 3.2. In consideration of the provision of the Services, the Client will pay the Fees to Artisan Adventures.
- 3.3. The Fees payable by the Client under this clause 3 will be paid to the Client on the Payment Terms.
- 3.4. Where a booking is made less than 90 days before the Departure Date, the Fees must be paid in full at the time of booking unless the Third Party Provider Conditions provide otherwise.

4. DEFAULT IN PAYMENT

- 4.1. Artisan Adventures may charge interest on overdue amounts at the rate provided for by section 2 of the Penalty Interest Rate Act 1983 (Vic), plus 2% compounded daily from the date of due payment until the date of payment in full of the overdue amount, plus interest.
- 4.2. The Client will pay to Artisan Adventures upon demand all costs and expenses incurred by Artisan Adventures as a result of any delay in payment.

5. CANCELLATION BY CLIENT

If the Client cancels a Booking, Artisan Adventures will refund any Fees paid in accordance with the Third Party Provider Conditions but may, before doing so, deduct from the Fees any cancellation fee and the reasonable costs Artisan Adventures has incurred due to the cancellation.

6. CANCELLATION BY ARTISAN ADVENTURES

- 6.1. If the Client fails to pay the Fees 90 days prior to the Departure Date, Artisan Adventures may, without penalty, cancel the Booking, in which case, the Client will not be entitled to a refund of any amount of Fees already paid in respect of that Booking.
- 6.2. In the event the Booking is cancelled by the Third Party Provider, the Client will not be entitled to a refund of any Fees paid, unless the Third Party Provider Conditions provide otherwise, in which case Artisan Adventures may refund any Fees paid in accordance with the Third Party Provider Conditions but may, before doing so, deduct the Deposit and any additional costs Artisan Adventures has reasonably incurred due to the cancellation.
- 6.3. If Artisan Adventures has reason to believe that it will be unable to supply a Booking to the Client due to circumstances beyond its reasonable control, Artisan Adventures may, without penalty, cancel the Booking, in which case, Artisan Adventures will refund the Client any amount of Fees already paid in respect of that Booking, unless the Travel Provider Conditions provide otherwise.

7. REFUNDS

If the Client does not utilise a Travel Product, they may not be entitled to any refund of that Travel Product.

8. TRAVEL ARRANGEMENTS

8.1. Client Health

- 8.1.1. Artisan Adventures is not required to make any enquiries into the Clients' health and fitness and it is the sole responsibility of the Clients to ensure they have the requisite standard of health and fitness required for the Travel Product.
- 8.1.2. It is the sole responsibility of the Clients to make the necessary enquiries as to the inoculations and vaccinations which are recommended for the destinations.

8.2. Insurances

It is the sole responsibility of the Client to maintain adequate travel insurance for the duration of the Travel Product and its specific purposes.

8.3. Visas

It is the sole responsibility of the Client to obtain the necessary visas, if any, for the Travel Product and its specific purposes.

- 8.4. Artisan Adventures will not be liable in any circumstances for any Loss or damage (including Consequential Loss) to the Client or any property or third party whatsoever arising out of or connected with this Agreement, the Travel Product and the Clients failure to comply with this clause 8.

9. TRAVEL ADVISORY WARNINGS

- 9.1. It is the responsibility of the Clients to make enquiries as to any travel advisory warnings issued by DFAT for countries which are included in the Booking.
- 9.2. The Clients agree and acknowledge that they are unable to cancel or make alterations to their Booking, beyond what is provided for in the Third Party Provider Conditions, in the event DFAT issues a travel advisory warning or the level of advice changes.

10. RELEASE AND INDEMNITY

10.1. Release

The Client forever releases Artisan Adventures from any and all liabilities of whatsoever nature and howsoever arising from or connected with Services, Booking and Travel Products provided under the terms of this Agreement, except to the extent that they arose from the acts or neglects of Artisan Adventures without the knowledge or consent of the Client or arising as a consequence of any breach by the Client of this Agreement.

10.2. Indemnity

The Client indemnifies Artisan Adventures against any loss, damage, claims, expenses or demands which may be suffered by Artisan Adventures as a result of any breach by the Client of this Agreement or as a result of any act, neglect or default of the Client arising during the Client's performance (or failure to perform) of their duties under this Agreement.

11. WARRANTIES

- 11.1. To the extent permitted by Law, all other guarantees, warranties, undertakings, or representations expressed or implied, whether arising by statute or otherwise, which are not given in this Agreement are expressly excluded.
- 11.2. Where the Client purchases Services and Travel Products from Artisan Adventures as a Consumer but the Services and Travel Products are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Artisan Adventures' liability under the ACL is limited, at the option of Artisan Adventures, to one or more of the following:
 - 11.2.1. re-supplying the Services again; or
 - 11.2.2. reimbursing the Client the cost of having someone else supply the Services.
- 11.3. If the Client is not a Consumer, to the full extent permitted by Law:
 - 11.3.1. Artisan Adventures will not be liable in any circumstances for any Loss or damage (including Consequential Loss) to the Client or any property or third party whatsoever arising out of or connected with this Agreement, the provision of the Services, or the delay in completing or the non-completion of the Services; and
 - 11.3.2. The Client shall indemnify Artisan Adventures against any claims arising out of or connected with this Agreement; the provision of the Services, or the delay in completing or the non-completion of the Services.

12. FORCE MAJEURE

- 12.1. Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under this Agreement or for any Loss or damage if such performance or exercise is prevented or hindered in whole or in part by reason of a Force Majeure Event.
- 12.2. Nothing in this clause excuses payment of any money due or which becomes due under this Agreement.

13. VARIATIONS

- 13.1. This Agreement may be amended from time to time by Artisan Adventures amending the Terms and Conditions for legitimate business reasons upon written notice to the Client.
- 13.2. The Client may, without penalty, cancel any current Bookings if it does not accept any amendment made pursuant to clause 13.1, in which case, Artisan Adventures will refund the Client any amount of the Fees already paid in respect of those Bookings.
- 13.3. If the Client fails to cancel a Booking within 7 days of receipt of notification of amendment under clause 13.1, the Client will be deemed to have accepted this Agreement, as amended, and the amended Agreement will apply to all current and future Bookings.

14. INCONSISTENCY

In the event of any inconsistency between clauses 2, 3, 5, 6, 7, 8, 9 and 12 of this Agreement and the Travel Provider Conditions, the Travel Provider Conditions will prevail.

15. PRIVACY

- 15.1. Artisan Adventures complies with the Privacy Act 1988 (Vic) and is bound by the Australian Privacy Principles and Credit Reporting Privacy Code dealing with the collection, use and storage of Personal Information, Sensitive Information and Credit Related Information.
- 15.2. A copy of Artisan Adventures' Privacy Policy and Credit Reporting Policy can be found at Artisan Adventures' website or a hardcopy can be provided on request.

16. DISPUTE

- 16.1. If a dispute arises under this Agreement, the party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute.
- 16.2. Once a notice is given in accordance with clause 16.1, the parties will attempt to negotiate a resolution in good faith.
- 16.3. If a dispute persists for more than 14 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre. The costs of mediation will be shared by the parties equally.
- 16.4. Save for seeking urgent interlocutory or injunctive relief, neither party may issue court proceedings in relation to a dispute arising in connection with this Agreement until resolution by mediation has been attempted.

17. WAIVER

A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or another right.

18. GOVERNING LAW AND AUSTRALIAN CONSUMER LAW

- 18.1. This Agreement is governed by and construed in accordance with the laws of Victoria, Australia and the parties submit to the jurisdiction of the Victorian courts.
- 18.2. Nothing in this Agreement is intended to exclude, restrict or modify rights which the Client may have under the ACL or any other Law.
- 18.3. If any provision of this Agreement is invalid under the ACL or any other Law, that provision is enforceable to the extent that it is not invalid, and if it is not possible to give that provision any effect at all, then it is to be severed from this Agreement and the remainder of this Agreement will continue to have full force and effect.

19. INTERPRETATION

Unless otherwise inconsistent with the context:

ACL means The Australian Consumer Law, set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Agreement means the agreement between Artisan Adventures and the Client for the ongoing supply of Services as constituted by the Cover Page and the Terms and Conditions;

Artisan Adventures means Artisan Adventures (ABN 29 890 632 275) and/or any related corporations, including any assignee or transferee;

Australian Privacy Principals, Credit Provider, Credit Reporting Body, Personal Information and Sensitive Information have the meaning prescribed to them in the Privacy Act 1988 (Cth);

Balance means the balance of the Fees payable in accordance with the Invoice;

Booking means a booking by the Client for the supply of Services and Travel Products pursuant to this Agreement;

Credit Related Information is used in this Agreement to mean Credit Information as defined in the Privacy Act 1988 (Cth), including where the context requires, information obtained from, or given to Credit Reporting Bodies;

Consequential Loss means loss of revenue, profits or business opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages;

Consumer has the meaning prescribed to it in the ACL;

Client means the person(s) contained in item 3 of the Booking Form;

DFAT mean the Department of Foreign Affairs and Trade and includes smartraveller.gov.au;

Date means the date contained in item 1 of the Booking Form;

Departure Date means the date of departure for the Booking;

Deposit means the deposit payable in accordance with the Invoice;
Fees mean the Deposit and the Balance payable in accordance with the Invoice;

Force Majeure Event means a circumstance which is beyond the reasonable control of the effected party;

GST has the meaning prescribed to it in the A New Tax System (Services and Services Tax) Act 1999 (Cth) (as amended);

Law means any relevant federal, state or local statute, ordinance, rule, regulation or standard, and includes the ACL, as amended from time to time;

Loss means any liability, including any loss, claim, damage, demand, injury or death, and any penalty imposed by a statutory or other authority;

Payment Terms means the terms on which the Fees are payable as set out on the Invoice and/or any additional Third Party Provider Conditions;

Services means the services provided to the Client in assisting it to acquire a Travel Product from a Third Party Provider and includes advisory and consulting services;

Terms and Conditions means the provisions of this document;

Third Party Provider means the company or person who provides the Travel Product to the Client;

Third Party Provider Conditions means the terms and conditions which the Third Party Provider supplies the Travel Product to the Client; and

Travel Product means the service or product provided by a Third Party Provider and listed on the Invoice.