

1 IMPORTANT NOTICE:

- 1.1 Please read the following Terms and Conditions (“**T & Cs**”) before making a booking. Please note that any payment of the deposit required for your booking will be deemed as confirmation that you have read, understood and accepted Via Francigena Tours’ (“**VFT**”) T & Cs.
- 1.2 Please note that all references to “**You**” hereto refer to You as the Client, being yourself and all persons named on the booking as travelling or intending to travel with VFT. The person making the booking warrants that he/she is doing so in his or her own right and with appropriate authorisation to do so on behalf of all persons named in the booking and further that all individuals associated with the booking are aware of, and agree to VFT’s T & Cs.

2 BOOKINGS

- 2.1 To secure a booking with VFT You must make a non-refundable deposit of 20% of the tour price, accompanied with a booking form and a photocopy of Your valid passport (refer to Section 12 for more information). Once we have received the deposit along with the required booking documentation, we will provide You with a “**Booking Confirmation**” and a draft itinerary. Following issue of the Booking Confirmation, the contract between You and VFT has commenced.
- 2.2 The draft itinerary provided along with the Booking Confirmation will outline a general plan and proposed route for a trip with a minimum number of 4 people (see Section 9). Following confirmed booking of the minimum number of travellers for the tour, VFT will issue a final itinerary confirming the stages of the tour along with all of the relevant tour companies, governments, hotels their agencies and principals (“**Suppliers**”). Should You not be agreeable to the final itinerary, You have the right to withdraw from the tour without penalty so long as You provide notice of such withdrawal within 7 days of receiving the final itinerary.

3 TOUR PRICES AND TRAVEL ARRANGEMENTS

- 3.1 Quoted prices for tours offered by VFT may be the subject of change as a result of, but not limited to, currency fluctuations, new tax introductions, board and lodging special requirements, service charge payment alterations offered VFT’s Suppliers. Quoted prices are reflected based on the minimum numbers required for each tour in accordance with Section 9. If the tour group does not have the minimum number but the tour proceeds notwithstanding Section 9, VFT will apply a surcharge to the tour at our discretion. VFT will provide notice of any price change and reserves the right to amend the tour price so as to accommodate for such changes.
- 3.2 Should the price change increase by more than 10%, You will have the right to withdraw from the tour and receive a full refund within 7 days of receiving notice of this change without penalty.
- 3.3 All quoted prices are represented in Australian Dollars (AUD) and is the preferred payment currency. Any payments made in other currencies will be calculated in accordance with the published Reserve Bank of Australia’s Exchange Rates as at the date of payment.
- 3.4 From time to time, VFT will make an honest mistake in represented tour prices. VFT reserves the right to rectify any mistake made and provide notice of the new price at the time of booking or as soon as reasonably practicable.

Terms and Conditions – Via Francigena Tours

- 3.5 Should a new tour price be given due to a price increase discussed at Section 3.4 and You wish to withdraw from the tour, you will have the right to full refund of all monies paid.

4 PAYMENTS

- 4.1 Subject to Sections 2.2, 3.2, 3.5, the 20% non-refundable deposit required when booking is non-refundable. The balance payment of the VFT tour is due and payable 60 days before the first day of the tour. Should the final payment be made after the minimum 60 days, VFT reserves the right to charge a late payment surcharge as discussed at Section 5.

5 LATE BOOKINGS

- 5.1 If You book a tour within 45 days of departure, the final payment is required within 48 hours of Your receipt of the Booking Confirmation. All late final bookings not made within the prescribed minimum 60 day period will attract a 10% of the tour price per person non-refundable surcharge. You acknowledge the risk of late bookings and agree that depending on the season, any late bookings may require VFT to locate alternate available travel and accommodation arrangements and this will incur increased tour prices and You will not have the right to rely on Section 3.2.

6 ALTERATION TO BOOKINGS

- 6.1 Should You require any alterations to Your booking, VFT will charge the following additional administrative fees:

- 6.1.1 59-46 days AUD\$100.00 per person per change plus additional charges imposed by the relevant tour companies, governments, hotels their agencies and principles
- 6.1.2 35-45 days AUD\$200.00 per person per change plus additional charges imposed by the relevant tour companies, governments, hotels their agencies and principles

- 6.2 VFT will endeavour to organise a tour as advertised. However, where such circumstances of Force Majeure materialise, or where a limitation on the amount of available slots exists by each Supplier, VFT reserves the right to make any alterations to the tour as it deems appropriate. Such changes include, but are not limited to, change of hotels, routes, and means of traversing the specific routes (e.g. bus or train commuting due to inclement weather or some other Force Majeure). Where available, VFT will make changes that substitute the best alternative available and will refund any cost saved or charge any additional costs incurred.

- 6.3 You acknowledge and agree that any changes to the booking required during the period in Section 6.1.2 will not attract the benefit prescribed by Section 3.2 due to the nature of risk associated with costly last minute bookings.

- 6.3 For the purposes of Section 6.2, Force Majeure means any event that is unforeseeable and unavoidable by VFT and its suppliers. Such events include but are not limited to, war, riot, civil strife, industrial dispute, epidemics, health risks, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by cancellation or reschedule of travel arrangements by a main charterer, or other events beyond the control of VFT.

7 SUBSTITUTION OF CLIENT

Terms and Conditions – Via Francigena Tours

7.1 If any member of Your booking cannot attend the VFT tour, their place is assignable and may be transferred to another suitable person. This right is subject to written notice given to VFT at least 30 days prior to departure and VFT's approval that the replacement is capable of meeting the requirements outlined in these T & Cs.

7.2 For substitutions of any members attending the VFT tour, an administration fee of 10% of the tour price per person will be levied plus any costs imposed by VFT's Suppliers.

8 CANCELLATION

8.1 Any cancellation must be made in writing to VFT. The following cancellation fees (inclusive of GST) will be charged and calculated from the day VFT receives the written cancellation notice:

- 60 days or more – forfeiture of deposit plus any administration fees charged by VFT's suppliers for cancellation;
- Between 59-40 days prior to tour – forfeiture of 50% of tour cost plus any administration fees charged by VFT's suppliers for cancellation;
- 39 days or less prior to tour – forfeiture of 100% of tour cost plus any administration fees charged by VFT's suppliers for cancellation

8.2 If You fail to show for the tour or You leave during the tour for any reason 100% of the tour cost will be forfeited.

8.3 VFT reserves the right to cancel a tour for any reason. Any cancellation made by VFT will mean refund of all monies paid excluding any administration fees and this refund will be deemed as the full extent of VFT's liability and You will have no further recourse as to damages in the event of such cancellation by VFT. Except as to Force Majeure, per Section 6.2, Your failure to pay the balance of the booking cost, VFT will not cancel a tour less than 60 days prior to departure.

9 MINIMUM NUMBERS

9.1 Self-Guided Tours

9.1.1 For self-guided tours there is no minimum number of people required for the tour. The maximum number of people for a self-guided tour is 12.

9.2 Guided Tours

9.2.1 VFT guided tours require a minimum of 4 people per tour, and a maximum of 12 (**"Maximum"**).

9.2 The maximum number of 12 is subject always to Supplier availability and any alterations to the booking required will be done pursuant to Section 6.2. Where minimum numbers have not been met, VFT reserves the right to cancel the tour pursuant to Section 8.3.

10 INCLUSIONS, TERMS AND CONDITIONS OF VFT'S SUPPLIERS

10.1 You acknowledge that the VFT tour will involve multiple bookings through VFT's Suppliers. The final itinerary will detail and identify the respective Supplier for each booking. Each of VFT's Suppliers have their own individual packaged inclusions (e.g breakfast, buffets, tea and coffee), as well as their own Terms and Conditions and You agree that it is Your responsibility to familiarise, acknowledge and acquiesce to the respective Supplier's

inclusions and T & C's. VFT accepts no liability for Your noncompliance. If You do not agree to the inclusions and T & Cs proscribed by any particular Supplier it will be Your responsibility to notify VFT so that, where possible, changes, subject to Section 6, to the booking can be made.

11 TRAVEL INSURANCE

- 11.1 Travel insurance is mandatory for all VFT tours. No later than 30 days prior to departure, You are to provide VFT with a copy of Your travel insurance policy and the emergency number of Your next of kin emergency contact. If You do not provide Your insurance details VFT reserves the right to cancel Your booking if no travel insurance is received 30 days prior to departure.

12 PASSPORTS, VISAS AND VACCINATION

- 12.1 It is Your responsibility to have a valid passport, appropriate visa and inoculations and preventative medicines as may be required for the duration of the tour. VFT accepts no responsibility in this regard, however for Your information and convenience details of the various relevant documentation/vaccinations required for the trip will be provided by VFT.

13 HEALTH AND MINIMUM MOBILITY REQUIREMENTS

- 13.1 Disclosure of any illness, disability or ongoing treatment for any physical or mental condition must be made at the time of booking. VFT reserves the right to refuse entry if it believes on reasonable grounds that Your health would negatively impact on Your ability to participate in the tours as discussed in Section 13.2.
- 13.2 VFT requires that Your mobility capacity must be of strength enough to walk for long distances at a time, sometimes under strenuous conditions with steep slopes and stairs, over cobble stones and uneven surfaces, and sometimes crossing streams.
- 13.3 Each leg of the tour is graded in accordance with the Australian grading system and indicates the level of difficulty of the particular section. Within 30 days prior to the tour VFT will provide You with notes and information in regard to trail distances, graded levels, physical preparation and equipment necessary for the walk. It will be Your responsibility to familiarise Yourself with this information and be satisfied as to Your ability to perform and complete the tour. If You are unable to, or cannot complete the tour due to Your fitness or other physical restraint, VFT will not delay the trip on Your account and Section 8.2 will apply. It is Your responsibility to ensure that You are capable enough for the activities outlined in the tour itinerary and those stipulated in Section 13.2.

14 LOCAL LAW

- 14.1 You are individually responsible for adhering to and obeying the laws of the respective jurisdiction in which the VFT takes place. Any failure to obey the law will relieve VFT of all obligation that they may otherwise have had under these T & Cs.

15 VFT RESPONSIBILITIES

- 15.1 Should any part of the tour booked through VFT not be supplied as represented or not be of a reasonable standard, VFT will pay compensation if this results in any adverse and detrimental effect on Your enjoyment of the tour. VFT will pay no compensation of loss that has been no fault on the part of VFT or its Suppliers and the reason for the loss was by Your fault, the actions of someone unconnected with the tour or was an event of Force Majeure.

Terms and Conditions – Via Francigena Tours

- 15.2 Where You suffer death or personal injury arising from an activity that was negligently organised by VFT or its suppliers then VFT accepts full responsibility. You accept and appreciate that travel does, by its very nature, involve some risk and that any death or personal injury that arises due to a fault of Your own, the actions of someone unconnected with the tour arrangement or a Force Majeure event is not the liability of VFT.
- 15.3 VFT's acceptance of liability to pay compensation pursuant to Sections 15.1 and 15.2 is limited, in the case of rail travel, sea travel or hotel accommodation, to the amount set out in any applicable International Trade Law provisions and or Conventions.
- 15.4 VFT's acceptance of liability to pay compensation pursuant to Sections 15.1 and 15.2 is subject to assignment by You to VFT of your rights against any agent, supplier sub-contractor of VFT which is in any way responsible for the unsatisfactory tour arrangements or your death or personal injury.
- 16 JURISDICTION
- 16.1 The contract between You and VFT and the T & Cs outlined herein are governed by the laws of New South Wales, Australia and the exclusive jurisdiction of the Australian Courts.