

TERMS AND CONDITIONS

VALIDITY

The prices are valid from 1 April 2008 to 31 March 2009, unless otherwise stated.

BOOKING ARRANGEMENTS

Best Of The Kimberley are your Kimberley specialists. To allow you flexibility in choosing the best deals available when booking, travel to the Kimberley has not been included (i.e. airfares).

The person affecting the booking shall be deemed to have accepted the booking conditions. Reservations are subject to availability, the terms and conditions and requirements of service providers, and to the minimum number of passenger requirements of suppliers.

Best of the Kimberley and its service providers reserve the right to delete, cancel or alter tours without notice, however, we will endeavour to offer alternative tours or refunds according to the circumstances. Cancellations could be caused by road or weather conditions, strikes or any other unforeseen circumstance. Additional expense will be at the traveller's cost. Travel insurance is strongly recommended.

Hotels and car hire service providers will require a credit card imprint as a bond.

Hire vehicles are subject to the terms and conditions of the hire car company and these will be advised to you at the time of quotation / booking.

Tour return times are approximate and may be subject to change by the tour provider without notice. The type of vehicle/ vessel described in a tour is a guide only and it may be substituted by another from time to time. Similarly the maximum passengers indicated in a tour may also vary from time to time. Maximum luggage allowances will apply on tours and scenic flights – generally 10-15kg in a soft bag.

Vouchers for services are only valid for the services and dates specified and are not transferable. No allowance or refunds will be given on any unused vouchers unless specifically approved in advance by Best of the Kimberley.

Vouchers and documentation will be issued on receipt of final payment.

PRICES

All prices quoted are in Australian dollars, inclusive of Australian Goods & Services Tax and subject to change without notification. All payments are to be made in Australian dollars.

DEPOSITS & FINAL PAYMENT

Payment of a deposit equal to 10% of the Gross Package Price or AUD\$150, whichever is the greater, is required to confirm a booking. This deposit is due within seven (7) days of confirmation of the booking. If the deposit is not received, bookings will be released.

The balance of payment in full must be received by Best Of The Kimberley 42 clear days before commencement date of the package. All payments received are held in our Audited Trust Account.

Please note:

- When paying by an Australian Visa or Mastercard, a 1.06% Merchant Service Fee will be automatically charged.
- When paying by an International Mastercard, a 1.49% Merchant Service Fee will be automatically charged.
- When paying by an International Visa Card, a 2.24% Merchant Service Fee will be automatically charged.
- International Direct Deposits also attract bank fees in Australia. Please add AUD\$20.00 for each direct deposit.

Some suppliers may have individual deposit and payment conditions, which will be advised at the time of booking.

AMENDMENTS

Should you wish to add any services to your arrangements following the confirmation of your holiday, there will be no amendment charge.

Any other amendments to arrangements already confirmed are charged at AUD\$25 per service amendment.

CANCELLATIONS

You should contact us as soon as possible if you have to cancel part or all of your booking. All money will be refunded EXCEPT:

- More than 42 days prior to departure, AUD\$150 per person plus any non-refundable deposit as levied by suppliers and your travel agent.
- Less than 42 days prior to departure, AUD\$150 per person plus all fees levied by suppliers and your travel agent up to 100% of the holiday cost.
- After travel has commenced unused services cannot be refunded or exchanged.

For this reason we strongly recommend your travel insurance includes cover for cancellation charges in the event of cancellation due to illness and other circumstances.

TRAVEL INSURANCE

We strongly recommend you insure against cancellation, loss of deposits, cancellation fees, baggage and medical expenses. Best of the Kimberley can offer travel insurance.

RESPONSIBILITY

Best of the Kimberley or its accredited agents finalise all arrangements for these tours upon the explicit condition that it shall not be liable for any injury, damage, loss, accident, delays generally, or any irregularity which may happen due to a defect in a vehicle, vessel or aircraft, or through the acts or default of any company or person engaged in conveying or the accommodation of passengers, or in the carrying out of arrangements of the tours, or otherwise associated to the products.

Best of the Kimberley is not liable for and denies all responsibility for personal injury caused by circumstances outside its control. Best of the Kimberley cannot accept responsibility for any operator changing or withdrawing prices, details or services shown, and all are subject to alteration without notice.

Best of the Kimberley is a wholesaler and in the provision of bookings, acts solely as an agent on behalf of the principals. These principals include all land and transport suppliers including the range of hotels, coach companies, airlines, hire car companies, motor-home companies, ferry and boat companies and railways used in the booking reserved by the client and featured in brochures distributed by Best of the Kimberley.

As Best of the Kimberley is not a principal and acts solely as an agent between the principal and the third party (client), it is not responsible for monies paid in advance to the principal by Best of the Kimberley on behalf of the third party (client), if the principal is unable to provide that service either by default, insolvency, liquidation, change of ownership or operational difficulties.

DISCLAIMER

All information provided was correct at the time of website update, however, changes may have occurred since that time. Best Of The Kimberley cannot and does not warrant the accuracy of the information. Make sure you check whether changes have occurred in the service you want before you book.