



# terms & conditions

Please take the time to read the following conditions carefully. They will form the basis for the contract between us and will assist you with your future plans.

## 1. Contract

Your booking is with PGL Travel Pty Ltd.

ABN 29 163 637 796.

The registered office is 72, Market Street, South Melbourne, VIC 3205.

A contract will only exist when we have received the required deposit and have acknowledged receipt of your completed form by the issue of our booking confirmation. The person signing the booking form accepts the following conditions on behalf of all party members and will be our sole point of contact for correspondence. The contract between us is governed by the laws of Victoria, Australia and any dispute must be initiated in the Courts of Victoria, Australia.

## 2. Deposits

Before a booking can be considered firm, the Party Leader must sign our booking form and forward the initial deposit of \$25 plus GST for each paying member of the party. This deposit is not refundable. Please make cheques payable to PGL Travel Pty Ltd.

## 3. Payment

The final balance must be settled no later than 4 weeks prior to your program or within 3 working days where receipt of invoice is within 4 weeks prior to commencement of the program.

If the final balance is not received by the due dates, this will be regarded as a breach of the contract between us, entitling us to treat the booking as cancelled by you. In these circumstances, the contract between us will remain in force until you receive our written advice and cancellation invoice.

## 4. Cancellation

In the event of cancellation by a paying member more than 4 weeks before your program, their deposit may be transferred to a substitute member, otherwise the deposit will be retained by us. If the cancellation is less than 4 weeks before your program, then any monies paid can be transferred to a substitute member, otherwise the cancellation will be subject to the following charges:

28-15 days before your program: 80% - 14 days or less before your program: 100%

The date of effective cancellation is calculated on the day of receipt of written advice by us. If any cancellation brings the number of pupils below the minimum number required to qualify for a particular price, then the price will be adjusted accordingly.

## 5. Price Information

Our prices are provided in good faith.

All prices are guaranteed, except changes in the rate of GST, subject to payments being received by the due dates.

## 6. Alterations & Amendments By You

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible.

Additions to your party are usually possible at any time right up to the day prior to travel. However you must always check with us first.



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## 7. If We Are Forced To Change Things

The arrangements announced in this brochure are given in good faith. Occasionally we may have to make changes and we reserve the right to do so at any time. Most changes will be minor and all will be advised at the earliest possible date.

In the unlikely event of it proving necessary to alter significantly or cancel your program, we will offer a suitable alternative if available or 100% refund (within 14 clear days) if we are not able, in our opinion, to offer an alternative that is sufficiently comparable.

Compensation will be paid as below, per full fare paying passenger, if we have to make a major change to your program within four weeks of commencement, unless the change is due to circumstances beyond our reasonable control, including but not limited to war, the threat of war, riot, civil strife, actual or threatened terrorist activity, act of God, industrial dispute, governmental action, epidemic, disease, adverse weather or natural or nuclear disaster:

28-15 days: 15% of program price per person - 14 days or less: 25% of program price per person

## 8. Liability

We will only accept responsibility for any personal illness, injury or death which results from the negligent acts or omissions of any servant or agent, or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment. We will also accept responsibility for those elements of the program arrangements which are under our direct control and for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand.

We cannot be held responsible for the loss of enjoyment or additional expenses incurred due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to force majeure such as war, the threat of war, riot, civil strife, industrial dispute, actual or threatened terrorist activity, act of God, industrial dispute, governmental action, epidemic, disease, adverse weather or natural or nuclear disaster, or any circumstance which is beyond our direct control:

Our liability in all cases (except those involving illness, injury or death) is limited to 50% of the invoiced tour value per passenger in addition to a full refund.

We cannot be held responsible for the failure or inability of any equipment or computer program to recognise or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.

## 9. Complaints Procedure

If there is any problem with your program, we want to be the first to hear about it. It is essential that you contact the centre manager as soon as possible so that we can try to rectify the situation on the spot. In the unlikely event that the matter remains unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Written notice is required of any claim or dispute and must be received by us within 28 days of the date on which the program ended.

## 10. Personal Property

Your personal property, including baggage, is your own responsibility at all times, unless any loss or damage is due to our negligence or failure to carry out our responsibility.



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## 11. Supervision

Teachers and/or other adults accompanying the party agree to act 'in loco parentis' at all times and will adequately supervise all members of the party. Where applicable, this responsibility is delegated to PGL centre staff e.g. for activity sessions.

It is the Party Leader's responsibility to ensure that:

- a) No group member under 18 consumes alcoholic beverages. –
- b) No student smokes on coaches, in any accommodation, in any smoke free places or behaves in any other way which may cause a fire hazard.
- c) All party members wear the lap belts provided for all journeys by coach.
- d) No student breaks an Australian Law

These matters must be discussed with party members prior to your program. If you require further clarification of responsibilities for the supervision of visiting groups we will provide this with your booking information.

## 12. Travel Arrangements (if purchased separately)

In brochure descriptions, PGL considers Day 1 as the day of arrival at the camp. The final day is the departure day from the camp.

We use reliable operators offering modern, comfortable coaches with excellent back-up and breakdown cover.

Please note the following details:

- a) All itineraries are agreed with coach companies prior to departure and adhere to strict driving regulations.
- b) Seat Belts in Coaches: By law, all coaches are required to be fitted with lap belts. The Party Leader and other accompanying adults are responsible for ensuring that the lap belts are worn at all times during coach travel.

## 13. Special Requests

Any special requests must be clearly notified to us in writing. We cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract. Special requests will only be held to form part of the contract between you and the Company when they have been confirmed in writing to be guaranteed by the Company.

## 14. Ages & Additional Adults

- a) Prices are valid for students in full time education, aged up to 18 years on the day of departure unless otherwise specified. Students in full time education aged over 18 may be required to pay a small supplement.
- b) Accompanying adults over and above the free place allowance may join the program at a supplementary charge, subject to availability of accommodation.
- c) PGL reserves the right to re-cost the course if more than 30% of the party is aged 19 years and over.

## 15. Additional Requirements

We are continually working to enable all young people to enjoy the many benefits of our programs. If members of your party have additional requirements, relating for example to disability, culture, diet etc, please provide full details at the time of booking. We will be pleased to undertake a fair assessment of service provision and identify appropriate resources with reference to such considerations as access, successful participation and health and safety.

## 16. Data Protection & Privacy

We have measures in place to protect the personal booking information held by us. The contact details supplied, including postal address, telephone and email address, will only be used to fulfil program /tour administration and to communicate details of PGL's and our associated companies products and services, except as required by law. The personal information supplied about party members will only be used to allow our employees, agents, subcontractors and suppliers to provide the promised service to our normal high standards. We are unable to accept responsibility for the confidentiality of any information after it leaves our control.



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### **17. Photography**

We occasionally take pictures/video for PGL promotional purposes, including, (but not limited to) online, printed material and press releases. If any member of your group wishes NOT to appear in any such photography/video please let us know in writing prior to your program, and once at the centre ensure that the PGL Group Leader with you is also made aware of any such restrictions.

### **18. Marketing**

PGL may use your written feedback in promotional materials whether it reaches us in letters or on our feedback forms. If you do not wish to be quoted, please inform us on any written material you send us.

### **19. Brochure Information**

The information contained in our brochure is accurate and correct as far as can be reasonably ascertained on the publication date December 2014.

If we ascertain ourselves or are notified of any subsequent changes to the details contained herein, we will advise you as soon as is reasonably possible.