

These Terms and Conditions ("Conditions") form the basis of the contract between You and Fun Over Fifty Pty Ltd ("Fun Over Fifty Pty Ltd", "We", "Us" or "Our") ("Contract"). It is important that You read the Contract carefully to ensure that You understand Your rights and obligations. Fun Over Fifty Pty Ltd operates as Fun Over 50 Holidays. All Fun Over 50 Holidays' tours are designed in terms of style and content for persons aged 50 years and over.

- Acceptance.** By providing a complete and signed Booking Form to us, You confirm acceptance of these Conditions, as amended from time to time and as published on Our Website (www.funover50holidays.com.au) ("Website"). We reserve the right to amend these Conditions without notice to You and You acknowledge that any revised Conditions (as published on our website) will apply to any bookings made by You and will supersede any prior Terms and Conditions. You acknowledge that it is Your responsibility to review the Website from time to time to ensure that you comply with any revised Conditions. We work closely with our service operators including hoteliers, airlines, coach companies and other operators ("Suppliers") and You acknowledge that You are bound by the terms and conditions of these Suppliers. We recommend that you consult with our booking agent for further details.

Fares and Booking Confirmation

- Deposit.** A non-refundable and non-transferable deposit is required for each booking as set out in Our brochure. DEPOSITS, AIRFARES, CRUISE AND RAIL FARES AND EXTENDER OPTIONS ARE NON-REFUNDABLE AND NON-TRANSFERABLE. Part of the deposit amount consists of administration fees for services rendered and costs incurred. We recommend that You obtain appropriate travel insurance at the time You pay Your deposit to cover any applicable non-refundable or cancellation fees.
- Payment of Fares.** Full payment of fares for domestic tours (i.e. tours that are within Australia) must be made no later than 60 days prior to the departure date, or as otherwise specified in the documents provided by Us to You. Full payment of fares for international tours (i.e. tours that are entirely or partially conducted outside of Australia) must be paid within the timeframe advised by Us. Full payment of the Extender Option (if applicable) is required at the time of paying the deposit. The deposit and Extender Option fares are non-refundable. If you do not make payment to Us of all fees as and when required by Us, We reserve the right to terminate Your booking. An administration fee of \$150 per person may be applicable if We are required to terminate Your booking due to non-payment or if payment is not received on time.
- Cancellations.** Any cancellation of domestic tours must be made at least 60 days (unless otherwise stated) prior to the departure date. If You do not cancel within this timeframe, a cancellation fee of 100% of the full fare costs will apply. International tour cancellations fees are displayed separately on the tour pages and You are liable to pay these cancellation fees. You agree that Fun Over 50 Holidays has strongly recommended taking out full comprehensive travel insurance.
- Shared Rooms.** Sole Use rooms attract a single supplement fare and We do not offer 'willing to share' services. Twin share prices are per person unless stated otherwise. If booking is made as a twin share and one passenger cancels, then the party who is still travelling will have to pay the single supplement as directed by Us. All deposits paid for shared rooms are non-refundable and our standard cancellation policy applies to bookings of shared rooms.
- Additional Costs.** All tour prices are quoted in Australian Dollars, include GST and compulsory taxes where applicable and supersede all prices previously advertised. Prices are correct as at 25 September 2023 and are subject to change without notice. Please check the exact price of Your tour at the time of paying balance. Airfares are based on the most direct route and are subject to class availability and any new Government taxes. Airline schedules are subject to change which may affect the joining/departing arrangements and consequently that day's itinerary. Any additional costs incurred, including overnight accommodation and transfers are at passenger's expense. Rail prices are subject to change from time to time. If You pay Us by credit card, a 1% surcharge will be added. There is no surcharge for payments made by cheque or direct transfer to Our nominated bank account.
- Price Variations.** Fun Over 50 Holidays may vary Your tour price at any time to the extent necessary to meet any unforeseeable increase from 3rd party suppliers in the tour costs including but not limited to airfares, fuel and hotel surcharges, government taxes and changes, exchange rate fluctuations and/or other tour related costs or tariffs. Fun Over 50 Holidays will notify You in writing of any such variation.
- Media Release.** By ticking yes, You grant permission for Fun Over 50 Holidays to use Your image (photographs and/or video) for use in Fun Over 50 Holidays publications including brochures, videos, email blasts, newsletters, Facebook posts, Instagram posts, website and to use Your image in other electronic forms of media. You waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to You or unknown, and You waive any right to royalties or other compensation arising from or related to the use of Your image.

Redeeming a Credit Voucher

- (a) Any Credit Voucher issued by Us can only be applied towards a future brochure tour released with Fun Over 50 Holidays. Unless otherwise specified, Credit Vouchers will expire 12 months from the date of issue.
(b) Your booking must be made through a Fun Over 50 Holidays travel office or a travel agent authorised by Us prior to the voucher expiry date. If you do not redeem Your Credit Voucher before the relevant expiry date, any balance remaining on Your Credit Voucher will be forfeited by You in full.
(c) You may redeem Your Credit Voucher on more than one booking provided that there is sufficient credit remaining and subject to availability at the time of booking.
(d) The value on Your Credit Voucher may be transferred to another person (subject to our complete discretion and the terms and conditions of any relevant Supplier). Please note that any credit voucher for airfares or rail fares is non-transferable.
(e) Your Credit Voucher may not be redeemable for a group charter tour depending on the terms that apply for that tour. Please contact our agent to discuss further.
(f) These Conditions (including Our refund and cancellation policies) will apply to any tours booked by redeeming a Credit Voucher.

Limitation of Liability

- Our products include and depend on the services provided by Our Suppliers such as hoteliers, airlines, coach companies and other third-party operators who are not agents, servants or employees of Fun Over 50 Holidays. Although We take care in selecting the Suppliers and optional tour excursions, We cannot and do not take responsibility for the conduct of our Suppliers, their servants, agents or sub-contractors.
- Fun Over 50 Holidays has a Passenger Code of Conduct. Fun Over 50 Holidays representatives/crew or any carrier reserves the right at its discretion to exclude from a tour, or to terminate the travel arrangements of, any person who is in breach of Our Passenger Code of Conduct or who:
 - is incapable of caring for themselves, or is suffering any mental or physical impairment and/or infectious illness;
 - is unable to cope with the requirements of the tour or who may require services or facilities that are not available;
 - fails to comply with the reasonable instructions of staff employed by Fun Over 50 Holidays or its Suppliers;
 - engages in illegal or undesirable behaviour or interferes with the enjoyment of or jeopardises the safety of other participants;
 - is a hazard to themselves or other passengers; and/or
 - is likely to become objectionable to other passengers, Fun Over 50 Holidays' staff and or third-party Suppliers.
 Anyone so excluded will be required to disembark the tour at a safe public location and arrange their own transportation at their cost. If You are excluded, You will not be entitled to any refund or credit voucher for Your tour package price.
You agree that Fun Over 50 Holidays is released from all liability for, and You agree not to hold Fun Over 50 Holidays responsible for (a) termination of Your travel arrangements in accordance with the previous condition or (b) any decision made by Fun Over 50 Holidays or by any service provider who refuses to provide service to You for any reason including, but not limited to, due to the unavailability of special accommodation facilities or services or if a staff member refuses to carry You by reason of any disability or medical condition.
- Fun Over 50 Holidays will not be liable for any cancellations, substitution of equipment, death, injury, illness, loss (including loss of enjoyment, loss of property, loss arising from inconvenience or emotional distress), damage, detention, costs or delays (including mechanical breakdown). This includes any act, omission, error, negligence or criminal conduct by Our Suppliers or other third party service providers. You are liable for and agree to indemnify Us and any of Our employees, officers, agents and representatives against all loss (including legal costs and expenses on a solicitor/own client basis), liability (including for any loss or damage to property, injury or death to any person), and claims by any person, arising directly or indirectly from or in connection with:
 - (a) any service provided by Us or any of Our employees, officers, agents and representatives;
 - (b) any act, omission, negligence or default by You or any of your agents or representatives;
 - (c) the breach of any provision of these Terms and Conditions by You or your agents;
 - (d) the breach of any laws by You or any of your agents;
 - (e) any damage caused by You or any of your agents; and
 - (f) any death or injury to any person, due, either in whole or in part, to the act, omission, negligence or default by You or Us or any of our employees, officers, agents or representatives.
- You are liable for, and agree, to indemnify Us and any of Our employees for any expenses including but not limited to evacuation, meals, accommodation and transport in relation to COVID-19 isolation, or any other unforeseen circumstance. You acknowledge You are responsible for the payment of any costs incurred and that Fun Over 50 Holidays has recommended travel insurance (including COVID-19).
- You acknowledge that Our Suppliers are responsible for providing You with some or all of the components of Your tour and to the fullest extent permitted by law, We exclude all representations, conditions, guarantees and warranties, whether express or implied (by statute or otherwise), that relate to our products or services.
- To the fullest extent permitted by law, Fun Over 50 Holiday's liability arising under or in connection with this booking contract:
 - (a) is limited to the re-supply of the products and/or services owing to You or the payment of the cost of the re-supply of the products and/or services owing to You; and
 - (b) excludes any liability to You (or any other person) for any direct, special, indirect, consequential, incidental costs, losses, expenses or damages, or lost profits (including but not limited to economic loss or punitive damages) incurred or suffered by You (or any other person) in any way which is connected to Our products or services or any transaction between You and Us (including as a result of Our negligence or the negligence of Our staff).
- Your travel agent will forward deposits and other payments to Us on Your behalf, but Your travel agent is not Our agent for the purpose of receipt of monies. Receipt of deposits and subsequent payments by the travel agent does not constitute receipt of those monies by Us, and the travel agent has no authority, express or implied, to receive monies on Our behalf. There is no liability on Our part in respect of any monies paid to Your travel agent unless and until We notify You (by way of a booking confirmation advice or payment receipt advice) that monies have been received by Us. We reserve the right to cancel any ticket or booking or refuse to carry any passenger where payment has not been received by Us within the specified time.

Force Majeure Event

- A Force Majeure Event means any event or circumstance beyond the control of Fun Over 50 Holidays, including but not limited to acts of god (such as earthquake, flood, fire, cyclone, storm or natural disaster), industrial disputes (including work ban/labour disputes), acts of terrorism, political unrest, war or threat of war, riots or civil strife, failure or delays to scheduled transportation, the closure of airports or ports, criminal acts committed by third parties, pandemic, epidemic or health risk or governmental directions (including lockdowns, quarantine requirements, border closures and travel warnings and restrictions).

Termination of Booking Contract or Change of Travel Arrangements Due to Force Majeure

18. If Fun Over 50 Holidays, in its reasonable opinion, considers that any Force Majeure event prevents Us (whether directly or indirectly through its Suppliers, employees, contractors, sub-contractors and agents) from providing any products and/or services to You (whether lawfully or otherwise), We may at any time by written notice to You:
- terminate the booking contract or
 - amend your booking contract as we think fit, acting reasonably, which may include changing Your travel arrangements to an alternative tour with the view of safeguarding Your interest and safety. We may invoice You for any additional costs incurred by Us for the provision of any revised or additional product or service.

Limitation of Liability in the Event of Force Majeure

19. In the event that We cancel or change Your travel arrangements in any way due to a Force Majeure Event, We will not be liable to You in contract, tort, statute or restitution of any loss (including but not limited to loss of deposit or purchase price and loss of enjoyment), damage, costs, charges, expenses or injury resulting from or in connection with (whether directly or indirectly):

- the cancellation or change of travel arrangements; and/or
- the Force Majeure Event.

For the avoidance of doubt, We are not liable to refund any part of the deposit and/or purchase price paid by You if We subsequently change or cancel Your travel arrangements in connection with a Force Majeure Event. It is Your responsibility to purchase adequate comprehensive travel insurance to protect Yourself against these risks.

Participation

20. Fun Over 50 Holidays will not be held responsible for any injury that may occur during participation in Fun Over 50 Holidays or third-party activities. Participation in Green Getaways, Being Seen Being Green, Helping Hand Holidays are at Your own risk and You acknowledge and accept all liability.

COVID-19 Requirements

21. You acknowledge that You may be required to comply with additional or different COVID-19 requirements enforced by our Suppliers, government officials or any other service provider (third-parties). Fun Over 50 Holidays makes no warranties or guarantees (whether express or implied) with respect to the COVID-19 requirements of third-parties and any non-compliance by You of Our COVID-19 requirements or the COVID-19 requirements of third-parties may result in termination of Your travel arrangements by Us or any other third-party (with no refund or credit voucher being issued to You). We will use best endeavours to make available Our Supplier's COVID-19 requirements to You via Our Website and/or the documents provided by Us to You in respect of Your travel. However, it is Your responsibility to review and satisfy Yourself of the COVID-19 requirements of Our Suppliers prior to booking a tour. If You have any concerns, please contact Our booking agent to discuss.
22. You acknowledge that for all international tours and bookings, You are required to comply with the travel and border requirements enforced by the governmental authority of the foreign country You are travelling to, as well as the conditions of entry upon return to Australia. It is Your responsibility to check the border requirements associated with Your booking and tour (including bringing along all prerequisite documents and certificates with You). Fun Over 50 Holidays will not be liable for any refusal of entry into a country (including any costs associated with alternative travel or accommodation arrangements).

Itineraries/Accommodation/Transport

23. Fun Over 50 Holidays arranges tours on the condition that it is not liable for any damage, injury or loss which may occur due to accident, delay, irregularity or defect of any vehicle, vessel or accommodation. Airfares as part of Your package holiday inclusions are provided in economy class and Fun Over 50 Holidays cannot be responsible for seating allocation or flight time. Package flights are bound by the airline terms and conditions and You acknowledge that you are bound by those airline terms and conditions. Where a Fun Over 50 Holiday's 'Gold Class' or 'Diamond Class' coach is specified as the vehicle for Your chosen tour, please be advised that if the vehicle was not available due to unforeseen circumstances, Fun Over 50 Holidays has the right to replace the vehicle with Their chosen supplier, and the same on-board facilities may not be available.
24. The tour itinerary is a guide only, and although We will make every reasonable effort to adhere to the program, We reserve the right to make any alterations as necessary. Any additional expense incurred by the passenger is not Our responsibility. We can give no guarantee of the exact arrival and departure times for carriers and operators used by Us, and we will not be liable for failure to make connections with other services or attractions.
25. The operation of each tour is subject to a minimum number of guests.
26. Luggage restrictions vary depending on tour type and destination. As a general guideline, luggage should not exceed 17 kilograms per person.
27. Fun Over 50 Holiday's hosts/escorts are on tour for companionship, guidance and assistance to coach captains. All Our tours are escorted subject to a minimum loading of 20 passengers. If the tour runs with fewer than 20 passengers, the coach captain will take on both roles of tour host and driver.
28. All accommodation is twin share unless stated otherwise. Single rooms may be available for an additional fee; however, Fun Over 50 Holidays gives no guarantee that sufficient (or any) single rooms will be available on any given tour.
29. The information in these Terms and Conditions are to the best of Our knowledge correct at the time of publication. However, changes beyond Our control may have occurred since then with respect to prices, itineraries, duration of holidays, standard of services and tour content. Surcharges may apply. Every effort is made to ensure the accuracy at the time of going to print, and Fun Over 50 Holidays cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

Special Meals

30. Please advise Fun Over 50 Holidays of any special dietary requirements at least 14 days before departure. Note that this will be on a request basis only, as Fun Over 50 Holidays cannot guarantee the availability of special meal types.

Fuel Levy

31. Packages are subject to an additional levy for coach/flight/air components that may be imposed and is out of Fun Over 50 Holidays' control.

First Aid and Defibrillator

32. Should an accident or incident occur, Fun Over 50 Holidays crew may administer first aid. A defibrillator is, at times, carried onboard Fun Over 50 Holidays' owned coaches and may be used in the event of a major medical emergency to which clothing may need to be removed.

Health and Fitness/Activity Level

33. Travellers must be able to meet the below fitness level requirements:

- A RATING OF 1 (EASY) - participate in guided or unguided small walking tours at a relaxed pace; walking on mostly level ground; tackle an occasional flight of stairs or incline; occasional need to stand for up to 10 minutes; set on and off transportation unaided and manage Your own luggage; or
 - A RATING OF 2 (MODERATE) - participate in walking tours with time to rest at least every 10 minutes; walk on areas such as bush tracks and soft sand - mostly level ground; stand for 15 minutes, without needing to sit down; tackle a flight of stairs or incline; get on and off transportation multiple times unaided and manage Your own luggage; or
 - A RATING OF 3 (ACTIVE/MODERATE) - participate in walking tours without having to stop or sit down to rest for up to 20 minutes; walk up an incline equal to a flight of stairs, without stopping; stand for 30 minutes, without needing to sit down; walk over uneven ground, tackle cobbled creek crossings & walk through soft sand; get on and off transportation multiple times unaided and manage Your own luggage.
34. On International tours, You should carry a letter from Your doctor or a copy of Your prescription to confirm to the local authorities that You are entitled to be in possession of Your medication. It is your responsibility to review and adhere to all entry requirements.
35. On all International tours, passengers will require a clearance letter (provided to Fun Over 50 Holidays) from their local GP for travel. If fitness circumstances change after providing the letter it is the responsibility of the passenger to provide an updated medical clearance from their GP. You accept that You travel at Your own risk if this is not provided (refer section 10).
36. We do not, nor are We required to, provide carers or assistants for those with reduced mobility or other health needs. It is Your responsibility to arrange for such a carer if so required. Any such carer will pay the full price of any tour.
37. In particular, hosts, tour guides, coach captains, and Your fellow passengers will not act as assistants or carers in these circumstances.

Seat Allocation

38. To ensure the enjoyment of all passengers, and to enable You to get to know Your fellow travellers, We operate a daily seat rotation system in which all passengers must participate.

Travel Insurance

39. As well as the matters previously referred to in these Terms and Conditions, Fun Over 50 Holidays is not liable for lost or damaged baggage and personal property. We strongly recommend that You take out full comprehensive travel insurance with a reputable insurer at the same time as paying Your deposit. Travel Insurance is mandatory for international tours and You agree to purchase at time of paying deposit.

Travel Documents

40. For International tours, it is Your responsibility to ensure that You have a valid passport. Please note that some countries require a passport to have a minimum of six months' validity before allowing entry to the country.
41. It is Your responsibility to ensure that any necessary visa is obtained prior to departure of the tour. We are not liable to You if You do not obtain the relevant visa and are unable to travel.

Privacy Policy

42. It is important to keep up to date personal contact information whilst on tour. This information will be accessed by Fun Over 50 Holidays staff in the event of an emergency or to gain more understanding of fitness levels, medical or support information. Some third-party suppliers may require passenger contact details and vaccination status in order to fulfil dietary or medical requirements or satisfy any applicable COVID-19 requirements. Fun Over 50 Holidays is obligated to offer this information unless advised by the 'passenger/s' not to do so. You acknowledge that You are bound by the terms of Our Privacy Policy on Our Website.
43. At Fun Over 50 Holidays We recognise the importance of Your privacy and will only use Your personal information in accordance with Our Privacy Policy and in accordance with the Privacy Act 1988. Full details of how We use and disclose Your personal information for the purposes for which it was collected can be obtained by visiting Our Website at www.funover50holidays.com.au or by emailing info@funover50holidays.com.au

Brochure Validity

44. From **25 September 2023** until superseded by the next brochure.

Miscellaneous

45. **All tour prices are quoted in Australian Dollars.**
46. **'Bridge the Gap' COVID Refund Secure Policy:** By providing a completed and signed Booking Form to us, You confirm acceptance of the 'Bridge the Gap' COVID Refund Secure Policy ("**COVID Policy**") that commences on 1 November 2023. The COVID Policy is designed to provide protection for our customers in relation to costs incurred due to the termination of Your Australian domestic tours. The full terms of the COVID Policy can be found on our Website, as we reserve all rights regarding the COVID Policy.
47. These Conditions shall be governed in accordance with the laws of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland.
48. Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to these Conditions.
49. If anything in these Conditions are unenforceable, illegal or void then it is severed and the rest of the Terms and Conditions remain in force, unless the severance would change the underlying principal purpose or effect of the Terms and Conditions.
50. We may vary any provision of these Terms and Conditions or our policies at any time by uploading the revised Terms and Conditions and/or policies on Our Website.
51. Early Bird savings are on selected dates only and expire 30 November 2023 unless otherwise stated.