

The logo for 'totally travel' is located in the top left corner. It features the word 'totally' in a white, lowercase, sans-serif font inside a yellow speech bubble shape. Below it, the word 'travel' is written in a white, lowercase, sans-serif font inside a red speech bubble shape. The background of the entire top section is a collage of images: a woman with a headscarf, an elephant, a woman and a child smiling, and a monkey being treated with a syringe.

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info@totallytravel.com.au | 03 8743 1215

Terms and Conditions of Booking

Please read the following terms and conditions carefully, which include the “requirements of you” and the “requirements of us”. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and “our” in these booking terms and conditions shall mean Totally Travel.

Bookings and Payments

The person making the booking (hereinafter referred to as the 'Lead Pax') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party.

A non-refundable deposit is payable at the time of booking - for the majority of our programs this is A\$400 / £200 or equivalent. If your chosen program requires a different amount of deposit to be paid we will advise you at the time of booking. If you book within 3 months prior to the commencement of your program you are required to pay the full balance at the time of booking.

Certain programs, including but not limited to Wildlife Veterinary Experience and Wildlife Rehabilitation and Captive Care, require booking far in advance of travel. In such cases, Totally Travel may require you to enter into a monthly payment plan. Payments made under the agreed payment plan are non refundable in the event of customer cancellation.

Upon receipt of your deposit/full payment, we will start to process your application. We will provide a confirmation to you as soon as your booking is confirmed. If you withdraw your application at any stage we regret that we cannot refund your deposit – if however we cannot confirm your booking then we will refund your deposit/full payment in full.

Once we confirm your booking, we will issue a confirmation invoice with details of your booking, and the due dates for further and final payments. A contract will exist between us from this moment. When you receive the confirmation invoice please check the details carefully and inform us immediately if anything is incorrect. If flights are included in your program, note that the Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket.

You must pay 100% of the costs of your travel arrangements at least 3 months before the start date of your first program. In respect of paid work, France Language Exchange and Internship programs at the point that you accept your placement/ job offer we require full payment (which is non refundable). **If your balance is not paid by the due date we will cancel your travel arrangements and retain your deposit.**

All payments made using Visa/Mastercard/American Express cards (whether deposits, part payments or final balances) will be subject to a surcharge of 2% (or 3% for non-Australian issued cards). We regret we cannot accept payment with Diner's Club or other credit cards.

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Changes and cancellations

If you wish to change or cancel your booking, then we must be advised at least 3 months prior to the commencement of your program. Any request to change or cancel your booking must be received in writing and will not be actioned until this written request has been received. Changes or cancellation requests received within 3 months prior to the commencement of the program are not permitted.

If you wish to change your travel arrangements in any way, then we will do all possible to accommodate your request but it may not always be possible. If your requested change can be accommodated, then you will be required to pay an amendment fee of A\$100 per trip for each change plus any further costs we incur.

If you wish to cancel your booking, we will retain the deposit paid and any other cancellation charges that have been communicated to you. In some cases there may be **no changes or refunds** permitted from the moment the reservation has been made – this includes but is not limited to the booking of flights, working holiday programs and internships. Payments made under an agreed payment plan are non refundable in the event of customer cancellation.

Changes or cancellation requests received within 3 months prior to the commencement of the program are not permitted. If once you have started your program you elect to leave early you will not be entitled to claim a refund for any unused services.

Please ask for full details of cancellation and amendment charges at the time of booking

Product and pricing

We believe that all statements made in our marketing materials are correct at the time they are made. Every reasonable effort has been made to describe the product accurately and to provide the services described. We will advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we can contact you.

Our programs generally operate all year round and usually cater for bookings by individual persons as well as for groups. Whilst in most cases there will be other travellers participating on your program with you, we cannot and do not guarantee this will be the case. It is possible, though unlikely, that you may be the only traveller participating in your program.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Before you make a booking we will give you the current price of your chosen program. After booking and up to 3 months prior to commencement, changes in program costs due to foreign exchange rate fluctuations or due to changes in the cost of transport, accommodation or other in-country costs may occur. We will absorb any increase up to 5% of the price of your travel arrangements, and we reserve the right to pass on any amount over and above that. If any increase means that you have to pay an additional 10% or more of the original program price then you will have the option to cancel and receive a full refund.

Assistance with obtaining the Namibia work visa is a fee-free service we provide for our customers and whilst we collect and pass on the cost of the visa processing on behalf of our customers, this does not represent part of the program price itself and as such falls outside of the above clause. We provide a guide price in good faith at the time of booking, but the actual amount payable by you will be determined at the time you submit your visa application.

You acknowledge that any Great British Pounds Sterling (GBP) rate we quote is an estimate based on the exchange rate from Australian Dollars (AUD) at the time of quoting. If we agree to accept payments from you in GBP, your invoice will show GBP alongside AUD. You accept that the AUD price shown on your invoice is the contractual sale price and that the actual GBP amount payable may fluctuate. The actual GBP amount payable by you shall be determined on the day you pay your balance, and by using www.xe.com to convert from AUD.

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Requirements of you

Participation requirements – health, insurance and good character

You acknowledge that you are 18 years of age or older and that you understand and agree with these Booking Terms and Conditions. Customers aged 17 or under will be required to provide a written parental consent form before a booking will be confirmed.

Your safety is of paramount importance to us and therefore you must disclose at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the program. All customers are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen program as described. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the booking in which case all monies paid will be forfeit.

For any program involving interaction with children it is a requirement that you produce a current working with children check or equivalent or a clean police check issued within 6 months of your program commencement. We reserve the right to postpone your program until we have received such a clearance check. Should you fail to produce a satisfactory clearance for any reason, you must either amend your placement to a project that does not require one or cancel your program. In this case, our normal cancellation charges will apply.

Adequate and valid travel insurance is compulsory for all customers. It is a condition of your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of departure. You are required to carry proof of insurance with you and produce it if reasonably requested. You should ensure that you are covered for the complete duration of your travels and that there are no exclusion clauses which limit cover for the type of activities included in your travel arrangements.

You agree to advise us of your flight arrival details and of any subsequent changes to these arrival details at the earliest possible opportunity. Should you arrive outside the agreed start date/time for your program, or do not advise us of your correct arrival details including in the event of a flight delay whilst you are en-route, you may have to cover additional transfer costs.

The accommodation and meal basis will be contained within individual program details. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard, and that you may be required to share a bathroom and/or bedroom.

Behaviour

A booking is accepted on the strict understanding that you undertake to comply with the laws, customs and regulations of any countries visited during the program. In addition, many of our programs have their own rules which are intended to ensure your safety and enjoyment of the program. You will be advised of any specific program rules either in your pre-departure information or during your orientation.

We operate a zero tolerance policy regarding illegal substances. If you are found in possession of, or are under the influence of such substances, you will have your contract terminated immediately.

If you commit any illegal act when on the program or if in the opinion of the program coordinator your behaviour is disruptive, threatening or abusive or is likely to cause danger, distress or annoyance to others or damage property we may terminate your travel arrangements at any time without any liability on our part. Full cancellation charges will apply. Additionally we may make a claim against you for any costs incurred as a result of your behaviour and criminal proceedings may also be instigated.

You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage you cause to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

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If your program is or has a component of a volunteering project, then an additional volunteer code of conduct is provided to you and forms part of your contract with us.

Passport, Visa & Vaccinations

It is your responsibility to ensure that you have the correct passport and visa to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements.

We are a tour operator and as our customer you pay us to provide your accommodation, meals and in-country support. As such you should apply only for a tourist class visa. It is your responsibility to secure the appropriate visa to allow you to travel – in many cases this visa is obtained through the appropriate Embassy or Consulate, in some cases it can be obtained upon arrival. You must check www.smarttraveller.gov.au. Some countries have a specific Volunteer visa classification – in no circumstances is this visa type to be applied for, as you may thereafter be unable to re-apply for the correct tourist visa, and therefore you may be unable to travel. If you apply for a volunteer visa and your subsequent application for this visa or for a tourist visa is declined, we shall not be liable to you for the cost of any travel arrangements made.

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available from DFAT (www.smarttraveller.gov.au).

Personal Risk

By choosing to travel on a volunteer program you acknowledge and accept the responsibilities and risks associated with your choice to travel to and provide volunteer services in a foreign country. Such travel and volunteer work can be hazardous and involves a certain degree of risk, inherently dangerous activities and personal perils to you, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by you. Therefore, Totally Travel including any and all of its employees, managers, directors, shareholders, host families and independent local teams are not liable, to the maximum extent of the law, for any loss or harm you may suffer, including but not limited to loss caused directly or indirectly by:

- Personal injury
- Emotional injury;
- Death;
- Illness or disease;
- Damage to or loss of property;
- Natural disasters;
- Hostage situations; or
- War or terrorism.

You agree to indemnify Totally Travel and all of its employees, managers, directors, shareholders, host families and independent local teams against any and all liability which Totally Travel or the independent local team incurs arising directly or indirectly out of, or in connection (in any way) with your travel to, living in and providing services in the nominated country.

Complaints resolution

We work with receiving partners in each of the destinations that we offer travel arrangements. They are responsible for representing us and offering you in-country support while you are on your program.

If you have any complaint during your program you must first inform our in-country support team and the relevant supplier of the service immediately. If you are not satisfied with their action please contact us and we will aim to

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A collage of three images: a woman smiling next to an elephant, a woman and a man laughing together, and a person administering a vaccine to a monkey.

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resolve your complaint on your behalf. Failure on your part to notify us and our in-country partners will deprive us of the opportunity to investigate your complaint and to take appropriate action to put things right whilst you are on your program and may affect your legal rights.

If you are not happy with the actions taken please follow this up with us within 28 days of the program end date by emailing us at info@totallytravel.com.au

Governing Law

If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts.

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Requirements of us

Our liability and obligations

Our obligations, and those of our suppliers providing any service or facility included in your program, are to take reasonable skill and care to arrange for the provision of such services and facilities. Standards of safety, hygiene and quality vary throughout the destinations that your program may involve. In most cases these standards will be lower than those which would be expected in our own country. The services and facilities included in your booking will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to;

- (a) the contractual terms of the companies that provide the transportation for your travel arrangements; and
- (b) any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

We shall have no liability where the cause of the failure to provide your travel arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our suppliers, because it is either attributable to you, or attributable to someone unconnected with your program and is unforeseeable or unavoidable, or is due to a force majeure event or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in the booking arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). Other than as set out above, and as is detailed elsewhere in these Booking Conditions, we shall have no legal liability whatsoever to you for any loss or damage.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider and not with us. We are not responsible for the provision of such activities or for anything that happens during the course of its provision by the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about any optional activity purchased locally your claim should be directed to the activity provider and not to us.

We offer travel arrangements in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of program, including injury, disease, loss or damage to property, inconvenience and discomfort.

All monies paid by you to us will be the property of Totally Travel and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided. You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies.

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In-Country Support

You will receive the contact details of our in-country representative no later than 7 days before your program start date. This person or persons is/are responsible for all in-country operations, including airport pickup, orientation, accommodation and for arranging and placing you at your project. The representative is there to resolve any issues you may have with your program and as a point of contact in the event of an emergency. He/she will be first point of reference for you during business hours and will be available at any time day or night for an emergency.

Changes made by Totally Travel

We plan the arrangements for your booking many months in advance and may occasionally have to make changes to the services outlined in our description. We reserve the right to cancel or make changes to your booking including any of the services, inclusions or prices described on our website for reasons outside of our control. We shall judge if any change is to be deemed major or minor.

If we make a major change to your travel arrangements you will have the choice to either accept the change, to accept an offer of an alternative program from us of equivalent standard; or to cancel your program and receive a full refund of all monies paid.

If the operation of your program is dependent on a minimum number of persons booking and that number is not achieved, we reserve the right to cancel the program. We shall advise you at the time of booking if your program requires a minimum number of persons. We strongly recommend that you make no travel arrangements until such time as your program has been given a "guaranteed" status. If you make such arrangements which you are then unable to use due to a change in your program we shall not be liable to you for the cost of those arrangements.

If your travel arrangements are cancelled or are subject to a major change due to a force majeure event then we will do all possible to provide you with a refund or compensation subject to deduction of our own irretrievable costs incurred, however there should be no expectation that you will receive any refund or compensation.

Volunteering work is offered and arranged as part of a placement in good faith but cannot be guaranteed due to circumstances outside our control due to holidays, festivals and closures that affect your schedule. These are often announced at the last minute and in this case we will aim to offer you a suitable alternative. However this may not always be possible. If, for whatever reason you have had no volunteering work for one week or more we will refund you at the rate of A\$125 per week of work missed.