

Make A Difference Tours

Booking Terms & Conditions

Please read the Make A Difference booking terms and conditions carefully before making your deposit. The terms and conditions outlined below act as a contract between Make A Difference Tours and you (all persons named on the booking). The person making the booking (which is subject to these terms) warrants that they have full authority to do so on behalf of all persons named, and confirms that all persons on the booking are aware of and accept these conditions. The contract agreement is considered activated upon the payment of your deposit and the consequent email of acceptance from Make A Difference Tours.

1. Deposit, Payment & Booking Acceptance

Following the completion of your online application form, you will be re-directed to PayPal where you will be required to pay a non-refundable deposit of AUD\$1500 in order to complete the booking process. Please be aware that payment of your deposit does not constitute acceptance on the tour. Upon receiving your application and deposit, acceptance will be confirmed via email. In the case that your application is denied by us for any reason, you will be informed via email and your deposit will be refunded in full.

Full payment for the trip is due 60 days prior to the tour commencement date. Bookings made less than 60 days prior to tour commencement date will require full payment following booking confirmation. If balance for the tour is not received on or before 60 days prior to tour commencement date, your booking will be terminated and you will lose your deposit. Bookings made less than 30 days prior to the tour departure date may incur a late booking fee.

Payments for deposits are preferred via PayPal. Payments for balances due may be paid through direct deposit (or international transfer) into our Australian bank account, or via PayPal. Please refer to your booking confirmation email for details regarding final payments.

2. Prices

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with exchange rates and market conditions. Prices are based on currency exchange rates as of January 2017. This means the tour price may change at any given time. For up to date prices, always refer to our website. Once you have paid your booking deposit, the listed price on our website the day of your payment will be locked in. Any increase or reduction in pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply.

3. Tour Inclusions & Exclusions

The price of your Make A Difference Tours includes; full accommodation + taxes, all transport + taxes in relation to scheduled activities unless listed as "optional", airport/hotel transfers, all tour guide fees, set donations as listed on the website under "Making A Difference", all breakfasts + taxes, some lunch and dinners + taxes, all site entrances on scheduled activities unless listed as "optional". Some Make A Difference Tours have additional inclusions, so please refer to the itinerary for your chosen tour for a full list of inclusions

The price of your Make A Difference Tour does not include, but not limited to; international flights, lunch and dinners other than those specified in the itinerary for your chosen tour, visa and passport fees, travel insurance, optional activities, personal expenses and spending money.

4. Age & Health requirements

You must be minimum 18 years of age to participate on a Make A Difference Tour. You must be of able body and mind to participate in the scheduled activities as outlined in the itinerary and have no pre-existing medical conditions which may be worsened as a result of travel in a developing country. It is your responsibility to obtain a full health check from your G.P. before travel. Make A Difference Tours takes will not be held liable for any medical conditions caused or exacerbated as a result of travel in India.

5. Cancellation By You

If you choose to cancel your tour booking for any reason, you are required to notify Make A Difference Tours via written email communication. Verbal notification will not be accepted.

The following cancellation fees apply if you cancel the trip:

60 days or more prior to tour commencement date, we will retain the deposit but refund any additional payments made.

31 - 59 days prior to tour commencement date, we will retain 50% of the tour cost.

30 days or less prior to tour commencement date, we will retain 100% paid by you in connection with the booking.

If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made.

6. Cancellation By Make A Difference Tours

Due to inefficient number of guests:

All Make A Difference Tours require a minimum of 6 passengers to run. In the event that Make A Difference Tours cancels a tour, notification will be given no less than 60 days prior to tour commencement date. Make A Difference Tours reserves the right to cancel the tour if minimum participant requirement is not met. Under such circumstances we will refund all payments made by you. Make A Difference Tours is not liable for any other incidental costs paid by you, including but not limited to; non-

refundable flight tickets, visas, travel insurance, vaccinations and purchases. Incredible Indian Tours will not be liable for any loss of enjoyment due to cancellation.

Due to conditions outside of our control:

Make A Difference Tours may cancel a trip at any time prior to tour commencement date if, due to circumstances outside of our control, such as but not limited to: terrorism, political instability, war, strikes, accident or natural disasters, it is deemed unsafe or unviable for us to operate the tour. If we cancel a tour due to any reasons outside of our reasonable control, you will receive a refund on amounts paid, less any unrecoverable costs to Make A Difference Tours, such as but not limited to: hotel reservations and employee wages. We are not responsible for any incidental expenses that you may have incurred as a result of your booking, including but not limited to; non-refundable flight tickets, visas, travel insurance, vaccinations and purchases.

7. Booking Amendments

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 60 days prior to the proposed tour commencement date. A fee of \$80 per person per change will apply. If you notify us less than 60 days prior to the tour commencement date the refund policy applicable to cancellations will apply as per clause 7. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip.

8. Change of Itinerary

While we endeavour to operate all tours as described, Make A Difference Tours reserve the right to alter, re-route or shorten any itinerary due to reasons outside of our control such as, but not limited to, transport delays, strikes, weather conditions or safety concerns. Any extra cost incurred will be charged to you if the reason is outside the control of Make A Difference Tours.

9. Insurance

It is a condition of participating in a Make A Difference Tour that each traveller hold valid travel insurance for the duration of the tour. Your travel insurance must include comprehensive cover for medical, accident, death and emergency evacuation. We also recommend that it includes cover for cancellation, curtailment, personal liability and loss, theft or damage of luggage and personal effects. Please carry your travel insurance document with you at all times.

10. Visa and Passport

Visitors to India of most nationalities require a visa to enter India. It is your responsibility to obtain a valid visa from the Indian Consulate General Office in your country, though we can assist you with information regarding the visa process. Please also ensure your passport is valid for a minimum of 6 months beyond the duration of the tour. We are not responsible if you are refused entry to India because you lack the correct passport, visa or other travel documentation.

Please leave a photocopy of all travel documents at home as it will assist if replacements are required.

11. Next of Kin Contact

It is a condition of participating in a Make A Difference Tour that each traveller supply the contact details for two next of kin. This information will be requested via email prior to tour commencement date and used in case of emergency.

12. Travel Details

30 days prior to tour commencement you tour, we will require a copy of all relevant travel documents, including your visa, passport, flight details, travel insurance and next of kin details.

13. Privacy policy

Make A Difference Tours may need to share certain personal details of yours with relevant booking agents in order to complete relevant travel bookings or in case of medical or other emergency. We respect your privacy and will only ever share your details when necessary and will never sell your details to a third party.

14. Photos and Marketing

You consent to us using images of you taken during the trip for Make A Difference Tour advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

15. Optional Activities

Optional activities not included in the tour price do not form part of the tour or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider. Make A Difference Tours is not responsible for any loss, death, injury or damage which you may suffer as a result of participation in an optional activity.

16. Flexibility

You appreciate and acknowledge that the nature of travel in India requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities undertaken, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

17. Claims & Complaints

If you have a complaint about your trip please inform your group leader at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

18. Limitation Of Liability

You are aware that Make A Difference Tours operate tours in India and are aware that dangers and risks may be present when traveling in India. As such, Make A Difference Tours, their group leaders, guides, staff and volunteers are not responsible, to the fullest extent permitted by law, for any liability for any loss, death, injury, damage, delay or inconvenience which you may suffer (directly or indirectly) in connection with or arising out of your participation in a Make A Difference Tours tour.

Make A Difference Tours contracts with a network of businesses, companies and individuals in and outside of India that assist in the running of our tours. Make A Difference Tours is not responsible for the acts and omissions of these third parties.

19. Statement of Acceptance of Risk

The below "statement of acceptance of risk" is acknowledged as a true statement made by you, the Make A Difference Tour participant and becomes activated by you upon submission of your tour booking form and deposit.

"I acknowledge that travelling with Make A Difference Tours requires travel within India and as such involves a degree of personal risk above and beyond those I might encounter in my daily life or in other regions of the world. I understand that I am travelling in regions of the world where the standard of cleanliness, hygiene, accommodation, transport, safety, medical facilities, telecommunication and infrastructure is not of the standard I am used to in my home country. I have read and understood all of Make A Difference Tours notes for the tour and travel in this region. I will provide details of any pre-existing medical conditions in writing to Make A Difference Tours prior to commencement of the tour. I acknowledge that my decision to travel on a Make A Difference Tour is made in light of considering all risks and I assume full responsibility for any outcomes as a result of these risks. I release Make A Difference Tours, its group leaders, guides, staff and volunteers from any liabilities connected to these risks to the fullest extent permitted by law."

20. Acceptance of Conditions

By payment of your booking deposit you agree to the terms and conditions outlined in this document and have read and agree with the "Statement of Acceptance of Risk" above.

21. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.