

# Tierra Marina Tours – Terms and Conditions

The following general terms and conditions apply however regional circumstances and regulations, contractual obligations to suppliers, and matters relating to location, product type and supply logistics may cause these to be varied slightly for specific products, or specific destinations.

Travel arrangements and prices detailed on our web sites are provided and coordinated by your assigned Tierra Marina Tours representative.

Tierra Marina Tours has taken due care and responsibility to verify and check all information on our website as at the time of compilation, however, as this information is supplied by the relevant accommodation & tour/cruise operators in our brochures, it accepts no responsibility for any inaccuracy contained in the publications.

Tierra Marina Tours does not accept responsibility for any change in prices or variation of services as shown, and all services and prices are subject to change without notice.

Tierra Marina Tours does not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those service providers in connections with your convention pursuant to a contract between them and yourselves and over whom we have no direct control. We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.

It is essential that you check with us for any changes or variations to the information shown on our website. This will allow us to advise you, or your representative of any such changes that we are aware of either before you book your holiday, or prior to your departure.

## Terms and Conditions of Booking

**Quotes, Rates and Price Variations:** Our quotation system contains static pricing depending upon the itinerary elected. If prices, rates or inclusions vary from your quotation or from an advertised price, we will advise you of any change prior to your booking request and any transaction being processed. If you do not wish to proceed with the booking at the new price, you may cancel the booking request at no cost to you. Once your booking has been confirmed and payment received, any new specials released cannot be applied to existing bookings. Prior to full and final payment being received, we reserve the right to vary prices and rates in the event of changes in exchange rates or price rises made by wholesalers or other suppliers. If the cost of any service increases due to exchange rate fluctuations, price increases, tax changes or any other reason, you are required to pay the increase when notified by us or you may cancel the booking. We are not liable in any way if any increase occurs due to exchange rate fluctuations, taxes or supplier notifications. Rates quoted are appropriate to the particular product at the time of quoting and these rates may change prior to the travel date. All prices are subject to availability and can be withdrawn or varied without notice.

**Bookings - Deposits & Final Payments:** Bookings travelling more than 45 days out will be required to pay a 10% non-refundable deposit based on the supplier's terms at the time of confirmation with the balance owing payable 45 days prior to travel (the "due date"). Prior to the due date, the balance owing will be paid on line in our website. Final payments paid using Credit Card might be subject to Merchant Fees. Travel vouchers and booking confirmations cannot be issued until final payment is received. Any booking not paid in full by the due date is subject to automatic cancellation without further notification. Any deposit paid will be forfeited or, at your request, it may be used as a payment towards an alternative booking. Deposit conditions for certain accommodation and tour products may vary and we will advise you of these conditions and request your consent prior to proceeding with the booking. We highly recommend you purchase travel insurance.

**Bookings made less than 45 days prior to travel:** Bookings made within 45 days of travel are payable in full by credit card only.

**Credit Card:** Payments using Credit Card may be charged a Merchant Fee.

**Merchant Fees:** These are fees charged by Credit Card Companies to process payments.

**Payment Processing Terms & Conditions:** By providing your credit card details and accepting our Terms & Conditions, you authorize Tierra Marina Tours to arrange for funds to be debited from your nominated credit card, in accordance with the terms & conditions of your bank. Your bank or credit card provider may apply currency conversion fees.

**Standard Cancellation Policy:** All Bookings cancelled inside 30 days prior to travel are non-refundable.

Deposited bookings cancelled 30 or more days prior to travel - You will be charged \$250.00 cancellation fee PLUS you will be charged any cancellation fees that are levied by the hotel, airline or other suppliers. Airfare is non-refundable.

Fully paid bookings cancelled 30 days or more prior to travel - You will be charged \$250.00 cancellation fee PLUS you will be charged any cancellation fees that are levied by the hotel, airline or other suppliers. Airfare is non-refundable.

A Tierra Marina Tours representative will help you wherever possible within these terms and conditions.

Cancellations must be in writing to [info@tierramarinatours.com](mailto:info@tierramarinatours.com) and should be addressed to the representative handling the booking.

If a credit is approved and confirmed in writing, it is valid for 6 months from the date the cancellation was made.

**Amendment Fees:** Any amendments made to confirmed bookings will incur a fee; bookings of a value up to \$2600.00 a fee of \$25, bookings of a value over \$2600.00 a fee of \$50. The fees are charged per amendment. This is in addition to any fees that may be levied by a service supplier or airline.

**Late Booking Fees:** A late booking fee of A\$50.00 can be charged if booking is made within 72 hours prior to departure. If applicable you will be notified at time of reservation request from you or your representative.

**Credit Card Chargeback Fees:** Any fees charged to Tierra Marina Tours by our credit card payment provider arising from a chargeback or a disputed charge on the cardholder's credit card will be charged to the cardholder. This fee is non-refundable.

**Change of Itinerary After Holiday Has Commenced:** Any alteration or cancellation of services after your holiday has commenced can incur penalties. There is no refund for unused services.

**Refunds:** All refund requests must be in writing, and made direct to us or through the Representative from whom the travel arrangements were purchased. Claims must be made within 10 days of completion of travel arrangements. Refunds will not be made for bookings cancelled due to inclement weather or illness. These must be claimed through your travel Insurance. A \$50 processing fee applies to all approved refunds. No refunds will be made for services once travel arrangements have commenced. No guarantee is provided or warranted that any refund will be available.

**Reporting of Incidents:** Any abnormal incidents including injuries, service problems, cancellation of a service or dissatisfaction must be reported to Tierra Marina Tours during the event to allow us an opportunity to rectify the situation or provide assistance.

## General

**Validity of Rates:** Prices are valid for the dates indicated.

**Currency:** All rates are quoted in United States Dollars, or as otherwise indicated.

**Children's Rates:** Child costs are based on sharing a room with adults and using existing bedding.

**Payment Options:** Tierra Marina Tours accepts Credit Card as form of payment.

**Travel Insurance:** It is extremely important that you take out Travel Insurance. It is ESSENTIAL that this insurance covers you for involuntary cancellation of your holiday including airfare(s). At the time of entering your credit card details on the booking form you are agreeing that you have read and agree to the Tierra Marina Tours Terms and Conditions.

**Accommodation:** Accommodation is as specified in the accommodation section of our website. We reserve the right to offer alternative accommodation of a similar standard in the case the accommodation is not available for any reason beyond our control.

**Flights:** Airfares show instant availability and fares at the time of quoting however we will not proceed with booking flights until your accommodation is confirmed. This is to avoid strict fees charged by airlines for flight amendments. This may result in fare and/or availability changes.

**Check In / Check Out Times:** These vary according to your scheduled flight arrival. Generally, your accommodation check in is 2:00pm and check out 10am.

**Quotations:** All quotations are subject to availability of services quoted and are not guaranteed until the booking is confirmed and deposit received. Quotes are valid for 48 hours from issue date.

## Inclusions and Exclusions

**Prices DO Include:** Airfare, accommodation, transfers, tours/cruises, basic meals (breakfast, lunch and dinner) transportation to venues in the itineraries, government taxes and any other inclusions as specified in writing on the relevant web pages for each product.

**Prices DO NOT Include:** Any costs incurred in route to and from the destination, meals (unless specified), alcoholic beverages, telephone calls, items of a personal nature, and personal services not specified as being included in costs on the relevant web pages for each product.

## Complaints

Where possible, we will attempt to resolve your complaint at the first point of contact. If we are unable to resolve your complaint at the first point of contact, we will undertake an investigation of your complaint and provide you with our findings. If you are satisfied with our proposed decision or actions, we will close your complaint and record the findings for our continuous improvement program. However, if you are not satisfied with our proposed decision or actions, we will record this, and provide you with information on how to escalate your complaint,