

BOOKING TERMS & CONDITIONS

These Booking Conditions set out the terms on which you contract with us for the delivery of travel arrangements for your Tahiti experience. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.

“You” and “Your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us”, “our” and Kiss Tahiti means Kiss Tahiti Pty Ltd.

*Please note that as a condition of us accepting your booking, you must agree to be bound by Windstar Cruises standard Passage Contract. A copy of this Passage Contract will be provided at the time we issue your booking confirmation. The standard Passage Contract governs your relationship with Windstar, but it does not govern the relationship between you and Kiss Tahiti. **Please note that the cancellation provisions within the Passage Contract do not apply as we have chartered the vessel.***

BOOKINGS

A booking request is accepted when we issue a written booking confirmation and you have paid your deposit. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee (other than a director) or agent of ours has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

SERVICES

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

PRICES & EXCLUSIONS

Prices stated are in Australian Dollars (\$9587.00 pp twin share) and are current at the time of publication and are subject to revision prior to you making a booking request. Please contact us for up to date pricing.

The price includes flights, cruising, accommodation, transportation and other inclusions as per the published itinerary. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

PRICE SURCHARGES

We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation (which results in an increase to the costs we incur for delivery of your travel arrangements), fuel or air fare surcharges, or the imposition of new or amended Government charges.

We will not surcharge for currency fluctuations once full payment has been received by us. Any surcharge will be invoiced to you no later than 21 days prior to departure.

PAYMENT

A 20% deposit (plus any instalment specified below due prior to you making your booking) per person is required within 7 days (unless otherwise stated) of us issuing your booking confirmation. Instalments are payable as follows:

- 01 November 2021: [20%]
- 30 January 2022: [20%]
- 31 May 2022: [20%]
- 30 August 2022: [Balance]

Payment in full must be received by the date(s) reflected above.

POSTPONEMENT – BEFORE 1 DECEMBER 2021

We may elect to postpone your travel arrangements to a later date if we determine in our sole discretion that government imposed travel restrictions (including quarantine requirements) or related uncertainties may affect the travel arrangements.

We will notify you of any such election by 1 November 2021. If we make an election to postpone, then you may within 14 days elect to:

- cancel your travel arrangements, in which case we will refund all payments less an administration fee of \$300 per person; or
- accept a credit for the later departure. Your credit will be equal to all payments made and is redeemable for the same travel arrangements only. No administration fee will be payable, but please note we reserve the right to increase prices due to any variance to taxes, government charges or fuel surcharges, capped at a maximum of \$250 per person.

If you do not notify us of your election within 14 days of receiving notification of postponement, then you will be deemed to have accepted a credit for the later departure.

CANCELLATIONS BY US – FROM 1 DECEMBER 2021

Force Majeure - prior to travel, but after 1 DECEMBER 2021

If we acting reasonably determine that your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel restrictions), or for any other reason beyond our reasonable control (**Force Majeure**), we may elect to:

- reschedule your travel arrangements, in which case we will issue you with a credit equal to amounts paid; or
- cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third party costs and less fair compensation for work undertaken by us (including associated overheads) up until the time of termination and in connection with the processing of any refund.

Any credit issued by us is redeemable against the same travel arrangements only and is not redeemable for cash.

Force Majeure - During travel

If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third party costs only.

General

If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

If we cancel your travel arrangements for reasons beyond Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal quality if appropriate.

We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

CANCELLATIONS BY YOU

Note this term does not apply if you elect to cancel your trip pursuant to the "POSTPONEMENT – BEFORE 1 DECEMBER" term set out above.

If you wish to cancel your trip, we require written notice and will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice:

- Over 365 days before commencement: Deposit and any instalment payments only
- 365 days to 270 days before commencement: 50% of the booking value
- 269 days to 180 days before commencement: 75% of the booking value
- Within 180 days or no show 100% of the booking value

You agree that these cancellation charges are reasonable, represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

ILLNESS PREVENTING TOUR COMMENCEMENT OR CONTINUATION

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19) a supplier refuses to carry or accommodate you and you are prevented from commencing or continuing your trip, then:

- if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
- if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

AMENDMENTS BY YOU

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation. An amendment fee of \$300 will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.

AMENDMENTS BY US

Prior to travel

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time.

During travel

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including, poor weather, changes in transport schedules, and/or vessel, vehicle breakdowns.

General

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications.

If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept.

We will not be responsible to you for any expenses or loss you incur in connection with your booking resulting from any amendment or change to the itinerary or its inclusions.

PERFORMANCES

While we will use all reasonable endeavours to ensure that any performers perform as publicised, you acknowledge that performers may cancel appearances or performances for any number of reasons. If a performer cancels their performance, then we will use all reasonable endeavours to engage a replacement performer of similar stature to perform in substitution. You agree that our liability in this circumstance is limited to using such reasonable endeavours and that you will have no claim against us for any loss of enjoyment or reduction in value.

UNUSED SERVICES

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for.

CLIENT NAMES – EXACTLY AS PER PASSPORT

For security reasons, airlines and our overseas suppliers require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

TRAVEL INSURANCE

It is a condition of your booking that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

ACCOMMODATION & VESSELS

We reserve the right to substitute hotels, vessels and other forms of accommodation with properties or vessels of a comparable or higher standard.

ROOM SHARE

We may offer a matching service for solo travellers who are willing to share twin accommodation, saving on single supplements. Only travellers of the same sex will be matched. There are no guarantees that a match will be possible and we do not warrant the suitability or characteristics of any persons we match. Please do not request a room-match if you snore. Please note that a person we match you with is not responsible to provide any assistance to you. If we are unable to find a match, single supplements will apply.

PASSPORTS, VISAS & VACCINATIONS

It is a requirement that you hold a valid passport and any required visas for your trip. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

HEALTH & FITNESS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice. We will not be responsible for any damage, injury, death or loss of any kind arising from your failure to fully disclose relevant medical information.

If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If no assessment is provided or if the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking. We will provide you with a full of refund of payments made.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide.

We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

DIETARY REQUIREMENTS

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

INDEPENDENT SERVICES

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

ACCEPTANCE OF RISK

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

DAMAGE CAUSED BY YOU

You agree that you will be solely responsible for any damage caused to property or any personal injury caused by your actions. If any claims are made against us for damage or personal injury caused by your actions, then you agree to indemnify us against those claims.

RESPONSIBILITY

Services supplied by independent suppliers

Where a third party over whom we have no direct control (**Independent Supplier**) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

Services we directly supply

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

General liability limitation

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

COMPLAINTS

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems immediately.

We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your travel arrangements.

DEEMED ACCEPTANCE

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

IMAGE RELEASE

When on tour, we may take photographs or make recordings of you and your activities that identify you. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your tour.

GENERAL

The contract between Kiss Tahiti Pty Ltd trading as Kiss Tahiti and you is governed by the laws of the State of New South Wales. Any disputes shall be dealt with by a court with the appropriate jurisdiction in New South Wales.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here [www.kisstahiti.com.au.]

Updated: [30.08.2022)

- ✓ COVID- 19 Travel Recommendations ref Tahiti Tourism: <https://tahititourisme.com.au/en-au/covid-19/>
- ✓ <https://tahititourisme.com.au/en-au/label-safe-travel/>

NOTES TO CONSUMERS:

- IT IS STRONGLY RECOMMENDED GUESTS DEPART ON THE ALLOCATED AIR NEW ZEALAND FLIGHTS STATED WITHIN THE ITINERARY DEPARTURE DATE 2ND NOV2022. PASSENGERS WHO CARE TO EXTEND IT IS ADVISABLE TO DO SO POST CRUISE.

- COMPREHENSIVE TRAVEL INSURANCE HIGHLY RECOMMENDED.

- VACCINATED AGAINST COVID-19 REQUIRED TO ENTER TAHITI TO AVOID 14 DAY MANDATORY MANAGED HOTEL QUARANTINE IN PAPEETE.

- COSTS RELATED TO COVID -19 TESTING PRE,POST AND DURING TRAVEL TO TAHITI AT THE CLIENTS COST.
- PLEASE REFER TO TAHITI TOURISM WEBSITE FOR UPDATED ENTRY NOTICES PRIOR TO TRAVEL.

TRAVEL BUYER SIGNATURE RECEIVED AND READ:

DATE & SIGN HERE:
