

# Terms and Conditions

Please read these booking conditions carefully as they incorporate the basis upon which bookings are accepted by New Life Golf and Investment Tour\*. By booking with us on our online booking site you are acknowledging that you have accepted our trip terms as per the itinerary and these terms and conditions stated below.

New Life markets holiday packages but is not itself a transport, tour, event or accommodation provider. It acts only as an agent for those service providers. It is therefore important for you that you obtain and read the service provider's terms and conditions applicable to the products in your package, and make sure you are aware of any exclusions or limitations of liability imposed by the service provider.

TRAVEL INSURANCE IS RECOMMENDED. New Life will arrange your travel insurance during your tour. Any additional insurance requirements will need to be taken out in addition to the cover policy that you have been provided. New Life will not be held liable for any loss or damage caused to your you or your belongings whilst on tour.

How to Book: Select your requirements and book via our online booking system or contact us by email, phone, or directly at our premises. Please note that all reservations are subject to availability at the time of booking. Any verbal quote given is an estimate only of the price, which will be subject to revision on confirmation of the reservation.

Changes in Prices and Itineraries: All prices are in Australian dollars (except where noted). Prices are inclusive of taxes but do not include any fees that may be imposed directly by third parties. Prices are provided as a guide only and may vary due to changes in taxes or charges or due to currency fluctuations. Please note that the price of your arrangements may change at any time up to 30 days before your departure even if you have paid all or part of the quoted price of your holiday. In addition, whilst every care is taken in providing accurate prices and information, fluctuations can occur which are beyond our control. If we have to change any of your arrangements for reasons beyond our control, for example if an airline changes its schedules, if a hotelier overbooks hotel accommodation or if there are any changes in applicable taxes or charges, we will notify you. The cost of escorted tours may vary according to the number of passengers on the tour. If numbers drop below a certain level the cost of the tour may be subject to increase. New Life constantly strives to improve tour itineraries and features. If such improvements can be made or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels.

Goods and Services Tax (GST): All prices and charges are inclusive of Australian GST, where applicable.

Airfares: All airfares are subject to availability and special conditions apply to the fares used. Any airfare deadline will override the published final payment date and if not paid within the time frame may result in increased charges.

Deposits Each tour itinerary and booking form will have its own payment terms and these take precedence over these general terms otherwise a 50% deposit is required within 7 days to confirm booking unless otherwise notified. Some tours will require additional and subsequent deposits due prior to the final payment date. These are paid to the supplier to secure the land arrangements. These deposits are NON REFUNDABLE unless stated otherwise in the tour itinerary. Please ensure that you have adequate travel insurance to cover any unforeseen cancellations. If tourist/ visitor visa is not granted or declined, the initial deposit will be refunded less any subsequent payment that has been made to suppliers to secure the deposit arrangements.

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**Full payment requirements:** Full payment is due on international tours once tourist or visitor Visa has been approved. If for any reason we do not receive your balance by the due date, we reserve the right to treat your booking as cancelled and apply the appropriate cancellation charges. A deposit holds services requested but does not guarantee prices. Late bookings are subject to full payment being received at the time of booking and full payment of any additional costs incurred for obtaining the services required. If the payment terms are different in your tour itinerary then those terms will apply over these terms above.

**Credit Card Payments:** An additional fee of 2% (Visa and Mastercard) and 3% (American Express) will apply if payments are made by credit card. **Foreign Currency payments:** If your tour is costed in foreign currency we will advise the rate of exchange on the day of payment. Please phone us for the rate on the day you wish to pay.

**Cancellation, alterations and refunds:** Each tour itinerary and online booking form will have its own payment terms and these take precedence over these general terms

Cancellations by the client must be in writing or email to New Life Golf Tours and are subject to the forfeit cost listed in the itinerary and booking form of the tour purchased.

New Life reserves the right to cancel or reschedule any tour departure in accordance with operating requirements or circumstances beyond our control. New Life is not responsible for any costs for other travel arrangements affected due to our cancellations of rescheduling of any tour departure. If you cancel or terminate your booking any deposits paid will be forfeited. After final payment is made the booking will be subject to fees imposed by airlines, ground operators and hotels amounting to all or part of the cost paid.

Cancellations due to Covid-19 affected travel plans after final payment has been made.

Where a cancellation of the tour occurs due to COVID-19 restrictions imposed by the Australian Government or the Government where tour will be proceeding, or you personally are unable to travel because of Covid restrictions placed upon you by the State or Federal government then any refund will be contingent on the recovery of funds from our third party suppliers i.e. golf courses, accommodation, transport provider, tour service provider. New Life will take active steps to seek to recover funds from suppliers to pass on to you but ultimately its up to our suppliers. As an alternative to cancellation, New Life will discuss postponement of travel plans where possible. New Life is not responsible for the loss or expiry of a credit or unused credit. Another alternative will be that you can change the name on the booking and send some one else. You will be responsible for any costs incurred if you are required to quarantine pre or post the tour.

**Amendment and Document reissue fees:** New Life reserves the right to charge amendment fees if you alter your requirements more than once in any given booking, in addition to any charges imposed by operators and suppliers. A document reissue means an alternation to an existing booking and not a transfer to another package wherein cancellation fees may apply.

**Tour Membership** New Life reserves the right to withdraw from the tour any person whose behavior is deemed likely to effect the smooth operation of the tour or adversely effect the enjoyment or safety of any other passengers. New Life will be under no liability to any such person for refund, compensation, repatriation or any other matter arising.

**Refunds:** No refund is available for cancellations after holiday has commenced or in respect of any tours, accommodation, meals or any other services not utilized. If the weather causes golf tournaments or golf games to be cancelled or rescheduled New Life will refund any monies that suppliers refund to us. However please note in most cases this does not occur.

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**Product descriptions:** Descriptions features are based on current information provided by hotels and suppliers. Any facilities shown as included are subject to change at any time. The standard of accommodation and other services are based on various factors, which are generally accepted as indicative of certain class; however, we do not guarantee the standard, class or fitness for purpose of that accommodation or service.

**Maps and photographs:** Maps and photographs are shown for general information and may not necessarily reflect actual services provided.

**Travel insurance:** Although New Life will provide the basic travel insurance, We highly recommend that at the time of booking you consider purchasing a travel insurance policy of your choice. Cover can be obtained for such things as loss of deposit through cancellation, loss or damage to personal baggage and loss of money, medical expenses, additional expenses to cover hotel accommodation and repatriation costs to your point of origin should the holiday need to be extended or curtailed due to illness while overseas, or due to the need to return to your point of origin because of unexpected death of illness of a close relative and cancellation of transport services due to industrial action. If you have a pre-existing medical condition – that is you are taking medication or have been to the doctor in the past 30 days you must advise us so that the condition is covered in the policy. You will be required to complete a pre-existing form which must be signed by your doctor and assessed by the insurance company. An additional premium may be payable.

Adequate and valid travel insurance is highly recommended for all New Life travelers. You should carry proof of insurance with you and produce it when requested by New Life's staff or suppliers.

**Visas, Health and immigration:** You should familiarise yourself with any health or visa requirements that may be applicable in the areas you intend visiting. You are responsible for all exit, entry, health and other documents required by laws, regulations, offers demands or requirements of the countries visited or transited. Each person shall carry a valid passport (for international travel) (with a least six months validity) New Life cannot accept responsibility for your failure to ensure that you have correct travel information.

**Baggage:** Please check with the applicable airlines for full details. New Life is not responsible for excess baggage charges. Due to space available on the coaches we ask that you only bring one large suitcase per person as well as your golf clubs.

**Travel and accommodation:** New Life is not itself a carrier, hotelier or car hire operator. The flights cruises, rail and coach journeys, other travel and hotel accommodation, car hire and any other components included in your holiday are provided by reputable carriers and hoteliers on their own conditions. It is important to note therefore that all bookings with New Life are subject to the terms and conditions and limitations of liability imposed by the various providers involved in your travel booking, some of which limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage.

**Not included:** The costs of interstate and intrastate travel arrangements from their hometown to and from their choice of international departure city. The price of any passports and visa, items of a personal nature such as laundry, taxis, telephone calls, excess baggage charges, personal and baggage insurance, postage and cables, drinks, room service, or meals unless specified and any fees or charges payable direct by you to a third party.

**Air Travel:** All bookings are subject to the general conditions of carriage of that carrier. Booking arrangements: All bookings are subject to the acceptance of the booking conditions on behalf of all persons named in the booking.

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**Limit of Liability:** Details of any tour may change due to circumstances outside our control. Golf courses and accommodation may change depending on availability but will be replaced by similar standard courses and hotels where possible. Our tours often include the services of operators other than New Life Golf Tours. For example accommodation providers, golf courses, transport operators and other tour operators. In making your tour arrangements, New Life Golf Tours acts only as an agent for those suppliers who are independent contractors and are not agents, employees, or servants of, or in joint venture with New Life Golf Tours or its affiliates. All certificates and other travel documents for services issued by New Life Golf Tours are subject to the terms and conditions specified by the Supplier and to the laws of the countries in which the services are supplied. While New Life Golf Tours takes all reasonable care in selecting the suppliers, it does not accept responsibility for any act or omission of the suppliers. To the extent permitted by law, New Life excludes all liability for any loss or damage whatsoever that may arise in any way in connection with the offer of goods and services by New Life or any third parties, or in connection with the supply of such services.

Pricing and availability may change due to the fact that the tour dates are over 12 months ahead but cost increases, or itinerary changes, will be advised in advance and are expected to be minimal. Timings and order of days are also subject to change. Packages are marketed on behalf by New Life.

**Events beyond our control:** New Life does not accept any liability whatsoever for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by any events which are beyond its control including but not limited to war, civil disturbance, fire, fold acts of God, acts of Government or any other authorities, accident to or failure of machinery of equipment or industrial action.

New Life Golf Tours reserves the right to cancel a tour if circumstances so require. In the event of such, New Life Golf Tours will make at its discretion, either a refund to travelers of all payments received in respect of the tour less any non-refundable deposits paid in advance to any supplier, or provide a future travel credit for the same value enhanced by any agreement reached with suppliers holding non-refundable deposits. Such a refund of payments or future travel credit will be the full extent of New Life Golf Tours's obligation and liability to travelers and specifically excludes any fees or penalties suffered for any airline, transport, golf, accommodation as a result of the cancellation. This Agreement shall be governed by the substantive laws of the State of Victoria. The parties irrevocably agree that any judicial proceedings relating to this agreement will be filed in a court of competent jurisdiction within Victoria

**Destination Passenger Enquiries:** New Life makes no representations as to the safety conditions of a destination. International travel advice can be obtained from various sources, including local government, local consular offices and the Australian Department of Foreign Affairs and trade.

## Force Majeure Event

If the performance of Our or a Service Provider's obligations is prevented, delayed or materially affected by the occurrence of a Force Majeure Event, our obligations are suspended for the duration of the Force Majeure Event.

We may cancel or delay a Tour as a result of the occurrence of a Force Majeure Event which prevents, materially affects or delays, or which we reasonably determine is likely to prevent, materially affect or delay, Our or a Service Provider's ability to provide the Tour:

We will use reasonable endeavors to give You notice as soon as reasonably practicable of the occurrence of a Force Majeure Event that prevents, materially affects or delays, or is likely to prevent, materially affect or delay, the performance by Us or a Service Provider of our obligations under the Contract.

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If we cancel or delay a Tour in the circumstances described above you acknowledge and agree that we are not otherwise liable for any delay or failure by Us or a Service Provider to perform Our obligations under the Contract, resulting from or as a consequence of the Force Majeure Event.

We will pass on any refunds or future tour credits our suppliers pass onto us and we guarantee not to charge any administration fess on these.

"Force Majeure Event" means any act of God, war, terrorism, fire, flood or any other extreme weather conditions or act of nature, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, political unrest, riots or civil disturbances, prohibitions or acts of government, semi government or other authorities, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Tour beyond Our control.