

Colleen Nordstrom Tours

Terms and Conditions

Please read and understand these Terms and Conditions prior to booking your trip.

We strongly recommend that, prior to booking, you understand the itinerary, style and physical demands of the specific trip you wish to undertake.

1 DEFINITIONS

1.1 In this Agreement, unless the context or subject matter otherwise require:

Deposit means the deposit amount outlined in the attached Itinerary.

GST Law means the same as in the A Net Tax System (Goods and Services Tax) Act 1999 (Cth).

Major Change means a change in the initial departure date or a change to a lower category of hotel.

Minimum Tour Size means the minimum tour size outlined in the attached Itinerary.

Minor Change includes, but is not limited to, the rescheduling of activities, changes to eating venues and experiences, changes to duration of activities and minor changes to departure and arrival times.

Parties means You and Us.

Services means travel booking services, travel advice services and tour guide services provided by Us.

Trip Price means the trip price amount and single supplement fee (if payable) outlined in the attached Itinerary.

Us/Our/We refers to Vitalink Pty Ltd trading as 'Colleen Nordstrom Tours'.

You/Your refers to the customer/client.

2 ENTIRE AGREEMENT

2.1 Upon booking a trip with Us You are deemed to have agreed to these Terms and Conditions and Your booking will be accepted by Us on this basis.

2.2 The Terms and Conditions constitute the entire agreement between You and Us.

3 DEPOSIT

3.1 You must pay a non-refundable Deposit per person per trip for Your booking to be confirmed.

3.2 If Your booking is made within 90 days of departure, a Deposit is not payable and the Trip Price must be paid at the time of booking.

4 ACCEPTANCE OF BOOKING

4.1 You acknowledge that a legally binding agreement will exist between You and Us upon payment of the Deposit.

4.2 Where a booking is made within 90 days of departure and a Deposit is not payable, You acknowledge that a legally binding agreement will exist between You and Us upon payment of the Trip Price.

4.3 By using the Services You:

- (a) agree to be bound by the Terms and Conditions as varied from time to time; and
- (b) agree that Your access to and use of the Services is conditional upon Your acceptance of the Terms and Conditions.

5 YOUR PERSONAL DETAILS

5.1 You must provide all requested personal details upon or before payment of the full Trip Price.

5.2 Personal details may include, but are not limited to:

- (a) full name as listed on Your passport;
- (b) date of birth;
- (c) passport number;
- (d) passport issue date;
- (e) passport expiry date;
- (f) insurance details; and
- (g) any pre-existing medical conditions.

5.3 Where You fail to provide the personal details per clause 5, We may at Our absolute discretion elect to:

- (a) charge You additional charges; or
- (b) cancel Your trip without a refund.

6 PRIVACY POLICY

6.1 You acknowledge that You have read and accept Our Privacy Policy.

6.2 You agree to provide personal information to Us in accordance with Our Privacy Policy.

7 PRICES AND SURCHARGES

7.1 Prices

- (a) Our Trip Prices are subject to variable and seasonal pricing, both of which are standard practice in the travel industry, therefore trip prices may vary in accordance with demand, market conditions and availability.
- (b) Trip Prices are based on currency exchange rates as of January 2019.
- (c) You acknowledge that it is possible that different passengers on the same trip have been charged different prices.
- (d) Any reduced pricing or discounts that may become available after You have paid Your Deposit will not apply.
- (e) If You wish to cancel Your booking to take advantage of a cheaper price, full cancellation conditions apply.

7.2 Surcharges

- (a) We reserve the right to impose surcharges up to 30 days before departure due to unfavourable changes in:
 - (i) exchange rates;
 - (ii) increases in airfares or other transportation costs;
 - (iii) increases in local operator costs;
 - (iv) taxes; and
 - (v) where government action requires Us to do so.

- (b) If any surcharge results in an increase of more than 10% of the Trip Price, You may cancel Your booking within 14 days of notification of the surcharge and obtain a full refund.

- (ii) leave a trip prior to its completion; or
- (iii) fail to join a trip.

8 PAYMENT

- 8.1 In consideration of the provision of the Services, You must pay the Trip Price.
- 8.2 You acknowledge that the Trip Price is exclusive of any GST that may be charged by Us to You, and therefore We are entitled to add GST to the Trip Price.
- 8.3 The Trip Price is payable on or before 90 days prior to departure.
- 8.4 You acknowledge that a Deposit may be payable under clause 3.

8.5 Invoicing

- (a) We will supply You with a tax invoice in accordance with the GST Law.
- (b) Payment of an invoice for the Trip Price must be made by You to Us 90 days prior to the departure date.
- (c) Payment of an invoice for Surcharges, pursuant to clause 7.2, must be made within 7 days from the date of the invoice.
- (d) Where a booking is made per clause 3.2, payment of an invoice must be made by You to Us within 7 days from the date of the invoice.
- (e) When making payment, You must quote relevant reference numbers and the invoice number.

8.6 Cancellation of booking for non-payment

- (a) You must refer to Your booking confirmation invoice for details regarding final payments. Where a Deposit is paid, payment of the balance of the Trip Price is due 90 days before the departure date.
- (b) If the balance of the Trip Price is not paid on or before 90 days before the departure date, We reserve the right to cancel Your booking under clause 9.

9 CANCELLATION

9.1 Cancellation by You

- (a) Where You cancel part or all of Your trip, fees will apply pursuant to this clause 9.1.
- (b) A cancellation by You will only be effective when We receive written confirmation of cancellation.
- (c) Where You cancel a trip:
 - (i) 90 days or more prior to the departure date, We will retain the Deposit;
 - (ii) Between 76 and 89 days prior to departure, We will retain 50% of the total booking costs; and
 - (iii) 75 days or less prior to departure, We will retain 100% paid by You in connection with the booking.
- (d) The fees considered in clause 9 are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.
- (e) If You leave a trip for any reason after it has commenced, We are not obliged to make any refunds for the unused Services.
- (f) No refund will be made by Us where You:
 - (i) join a trip after departure;

9.2 Cancellation by Us

- (a) We may cancel a trip at any time if We are unable to operate the planned itinerary due to:
 - (i) terrorism;
 - (ii) natural disasters;
 - (iii) political instability; or
 - (iv) failure to meet the Minimum Tour Size.
 - (v) other external events.
- (b) Where We cancel a trip pursuant to clause 9.2(a), You may elect to:
 - (i) transfer amounts paid to an alternate departure date; or
 - (ii) receive a pro rata refund less any unrecoverable costs.
- (c) Where We cancel a trip pursuant to clause 8.6, We are entitled to retain the non-refundable Deposit.
- (d) We are not responsible for any incidental expenses that You may have incurred as a result of Your booking and including but not limited to visa, vaccinations, travel insurance excess or non-fundable flights.

10 INSURANCE

- 10.1 We require that You take out appropriate travel insurance to cover Your travel arrangements. Travel insurance is also strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel.
- 10.2 You acknowledge that failure to obtain appropriate travel insurance will entitle Us to cancel your booking and retain the Deposit.
- 10.3 Your insurance protection should include cover for:
 - (i) cancellation;
 - (ii) medical, medical evacuation and repatriation expenses;
 - (iii) personal injury and accident;
 - (iv) death;
 - (v) loss of personal baggage and money; and
 - (vi) personal liability insurance.

11 INCLUSIONS

- 11.1 Your trip and the Trip Price is inclusive of the following:
 - (a) All accommodation as listed in the Itinerary;
 - (b) All transport as listed in the Itinerary;
 - (c) Activities as listed in the Itinerary;
 - (d) Services of a group leader as described in the Itinerary; and
 - (e) Sightseeing and meals as listed in the Itinerary.

12 EXCLUSIONS

- 12.1 Your trip and the Trip Price, is exclusive of the following:
 - (a) Travel insurance;
 - (b) International or domestic flights;
 - (c) Visa and passport fees;

- (d) Airport transfers, taxes and excess baggage charged;
- (e) Meals other than those specified in the Itinerary;
- (f) Optional activities; and
- (g) All personal expenses.

13 AGE REQUIREMENTS

- 13.1 The minimum age for Our trips is 16 years of age at the time of departure.
- 13.2 All travellers under the age of 18 must be accompanied by a legal guardian who will be responsible for the traveller under the age of 18's care.

14 HEALTH REQUIREMENTS

- 14.1 Our trips can be physically and/or mentally demanding, therefore You must ensure that You are suitably fit to participate in the trip.
- 14.2 You warrant that you do not, to your knowledge, have any physical condition, other condition or disability that would cause risk to you or other tour members.
- 14.3 You acknowledge that it is Your responsibility to ensure that You obtain proper and detailed medical advice at least three months prior to travel for the latest health requirements and recommendations for Your destination.
- 14.4 We reserve the right to refuse bookings if we reasonably believe that the requirements of the tour are too demanding for You.

15 PASSPORTS AND VISAS

- 15.1 You agree to carry a valid passport for the duration of the trip (Your passport must be valid for six (6) months beyond the duration of the trip).
- 15.2 You agree to obtain the appropriate visa, permits and certificates for the countries that You will be visiting on Your trip.
- 15.3 You acknowledge that:
 - (a) You are responsible for ensuring You are in possession of the correct visa, permits and certificates for your trip.
 - (b) We are not responsible if You are refused entry into a country because You lack a valid passport or relevant documentation.

16 AMENDMENTS TO BOOKINGS

- 16.1 If You wish to transfer from one trip to another or transfer your booking to a third party, You must notify Us in writing at least 60 days prior to the proposed departure date and provided that the transferee agrees to the Terms and Conditions.
- 16.2 If You wish to make an amendment to your trip and notify Us less than 60 days prior to the proposed departure date, You must cancel Your trip and a refund will be determined pursuant to clause 9.1(c).
- 16.3 A fee of \$100.00 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines) for amendments made to Your booking.

17 AMENDMENTS TO THE ITINERARY

- 17.1 You acknowledge and accept that We may, at our absolute discretion, make Minor Changes to the Itinerary in order for You to engage in various planned activities.
- 17.2 **Prior to departure**

- (a) If We make a Major Change We will inform You as soon as is reasonably practicable before departure.
- (b) When a Major Change is made by Us, You may elect to:
 - (i) accept the change;
 - (ii) accept an alternate tour offered.

17.3 After departure

- (a) We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control, including tour leader illness. In such emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by You.
- (b) We are not responsible for any incidental expenses that may be incurred as a result of the change of itineraries such as visas, vaccinations or non-refundable flights.

18 ACCEPTANCE OF RISK

- 18.1 You acknowledge that while participating in the trip You may not have access to the same facilities and quality of services and resources as those provided in Australia. You acknowledge that it is likely that such facilities, services and resources may be inferior to those available in Australia. Such facilities, services and resources include, but are not limited to:
 - (a) Emergency services;
 - (b) Hospital services; and
 - (c) Public sanitation practices.
- 18.2 You acknowledge that the nature of the trip is adventurous and involves travelling to a country where political, cultural and geographical attributes present dangers and physical challenges greater than those present in your daily life.
- 18.3 You acknowledge that participation in the trip involves a degree of personal risk.

We use information from government foreign departments as to whether the itinerary should operate. However, it is Your responsibility to familiarise yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and You accept that You are aware of the personal risk of engaging in such travel.

19 LIMITATION OF LIABILITY

- 19.1 We are not liable for the acts and omissions of any third parties, including but not limited to other companies, contractors, government agencies or individuals.
- 19.2 To the fullest extent permitted by law:
 - (a) Any liability for any loss, death, injury or damage which You may directly or indirectly suffer in connection with or arising out of Your participation in a trip is excluded.
 - (b) You release Us and Our officers, employees, agents and representatives from any liability and expressly waive claims You may have against Us arising out of or in connection with your participation in a trip; and
 - (c) Any condition or warranty which would otherwise be implied by law into these Terms and Conditions (Implied Warranty) is excluded.
- 19.3 To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty, in our absolute discretion, is limited to:
 - (a) The provision of a similar trip to an equivalent value; or

(b) A refund of the total amount received by Us from You in connection with Your booking.

19.4 We are not liable to You in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by You of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

20 YOUR BEHAVIOUR

20.1 We reserve the right, in our absolute discretion, to terminate your trip if, in our opinion or that of our employees or suppliers, your behaviour causes, or is likely to cause, distress, damage, annoyance or danger to our employees or to any third party, or their property.

20.2 We reserve the right, in our absolute discretion, to terminate your trip if a third party prevents you from travelling via aeroplane or from entering a country.

20.3 In the event that We cancel your trip pursuant to clause 20.1 or 20.2, You will not be entitled to any refund and we will retain the Trip Price, Deposit and any Surcharges paid and will not be liable to pay compensation for consequential loss or costs associated with You making alternate travel arrangements.

21 PHOTOGRAPHS AND MARKETING

21.1 You consent to Us using images of You taken during the trip for 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.

22 SEVERANCE

22.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

23 WAIVER

23.1 No failure or delay by Us in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

23.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

24 LAW AND JURISDICTION

24.1 This Agreement takes effect, is governed by and should be construed in accordance with the laws from time to time in force in the State of New South Wales.

24.2 The Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.

I have read and agree to be bound by the Terms and Conditions.

NAME

SIGNATURE

DATE

BALI – LIFE, DEATH AND THE ANCESTORS TOUR

Tour dates: July 26 – August 4, 2019

Tour price: AUD \$5575, twin share

Single supplement: AUD \$610 for sole use of a double room

Booking deposit: AUD \$550 per person

Maximum tour size: Trip limited to 12 participants

Minimum tour size: Trip minimum is 4 participants

ITINERARY

Included meals are shown with the symbols B, L and D.

Day 1: (July 26)

Upon arrival to Ngurah Rai International Airport (Denpasar), each participant is greeted and transferred to the hotel in Ubud, a 1-2 hour drive north, travelling through small villages. To ensure you receive a warm, genuine welcome – true to Balinese hospitality – you'll be personally greeted regardless of your flight arrival time or day. The tour starts in the late afternoon when we meet in the hotel for an orientation meeting and then socialise over dinner at a nearby restaurant. (D)

Day 2: (July 27)

In the morning we'll begin with group introductions and our first talk – the session gives an overview of Balinese culture and philosophy, noting key historical and religious influences on its animistic origins. In the afternoon we'll start immersing ourselves in the lifeways of local Balinese culture, highlighting the daily life of its people and visiting market places where you'll see some of the beautiful arts and crafts that make Ubud famous. Late afternoon and evening will be free time to further explore the area and enjoy the culinary delights of your choice or pick from one of the recommended restaurants. (B) (L)

Day 3: (July 28)

We delve deep into Balinese traditional healing. We'll explore the types of Balian, their specialities, the path to becoming a Balian, and the knowledge they need to attain in order to do their various practices. After lunch, we'll visit a gifted Balian in his home/work place, where everyone will be given a "check-up", with our local guide translating. We'll then meet with Colleen back at the hotel to talk together about the day's experience. After dinner, we'll view and discuss a documentary film on Balinese trance, showing fascinating communication between the medium and the ancestors, and the bereaved family. (B) (L) (D)

Day 4: (July 29)

The morning will be free time to indulge your pleasure. For those who want, there'll be an early morning trek along the Campuhan Ridge Walk, which is an undulating track that passes over lush greenery with hillside vistas. Refresh yourself in the swimming pool – or ease into the healing waters of the hotel's sacred springwater pool – before we meet up after lunch. That afternoon we travel to Mas, known for its intricate woodcarvings and masks, to visit with a master carver, dancer and puppeteer. After dinner, we'll attend a traditional Balinese dance performance. (B) (D)

Day 5: (July 30)

In the morning we'll visit a traditional family compound in a local village. Here, we'll meet the resident artist who will give an overview of Balinese-Hindu aesthetics and spirituality, showing how they influence art, architecture – even daily offerings. After lunch, we'll join our artist as he leads us on a walking tour of his village, and then we'll return to Ubud, where we'll see the water temple honouring Dewi Saraswati, goddess of wisdom, learning and the arts. Late afternoon and evening is for more independent discovery time in Ubud – or for those who prefer, a quiet evening to relax before tomorrow's early morning start. (B) (L)

Day 6: (July 31)

In the morning, we travel to the 10th century Tirta Empul – the 'Holy Water Spring' believed to hold sacred healing powers – where you'll have the opportunity to participate in the purification ritual known as '*melukat*'. There'll be free time in the afternoon – for an optional traditional Balinese massage or healing treatment, or for those who prefer a more vigorous activity can select from one of our recommended walks – until we meet with Colleen back at the hotel for discussion. After dinner, we'll start our study of Balinese-Hindu death rituals, beginning with a documentary film that explores the rituals that protect the deceased and guide the soul on its journey. (B) (D)

Day 7: (Aug 1)

Today we travel north to visit the small village of Trunyan – one of Bali's ancient Pre-Hindu "Bali Aga" communities – located on the eastern shore of Lake Batur. We'll go by boat to get to the Trunyan cemetery. Unlike Balinese-Hindus who cremate their dead, here in Trunyan the dead are laid in lattice bamboo cages to decompose with the elements. While this can be confronting, it also gives insight into the worldview of Bali's original people. We'll hear about this ancient custom from our local Trunyan guide. In the evening, we'll meet with Colleen at the hotel to discuss the day. (B) (L) (D)

Day 8: (Aug 2)

Today we explore cremation rituals, the grandest and most important of all Balinese ceremonies. We'll begin our day with a seminar on '*Ngaben*': what it is, important aspects of it – such as date, time and etiquette – and its types and levels, including mass cremations. The ritual following Ngaben – the "deification" of ancestors, or '*Mamukur*', will also be discussed, including its purpose, ritual process, and the types and levels of the Mamukur ceremony. If a local cremation ceremony is on today, we'll attend. Then, in the evening, we'll go to the Kecak and Fire Dance, an iconic Balinese performance. (B) (L) (D)

Day 9: (Aug 3)

Kuningan Day: During the day we'll venture out to a nearby village to participate in the festivities – a medley of colours, sounds and people, young and old. We'll see locals going to the temple, many with offerings, and we may see a procession winding its way along the streets – we may even be lucky and see a Barong, the mythical lion-like creature that represents virtue and bestows good fortune! In the evening, we'll have a special celebration and farewell dinner. (B) (D)

Day 10: (Aug 4)

Hotel check out. Participants will be transported to Denpasar airport to catch their flights home. (B)

Please note itinerary may vary. We keep flexible with each day's plan in order to adjust to conditions and events that present themselves.

Tour inclusions:

- Airport transfers on Bali
- 9 nights' accommodation at the Hotel Tjampuhan and Spa
- Tour Leader (Dr Colleen Nordstrom)
- All breakfasts, lunch and dinner meals as per the itinerary
- All admission fees
- A programme of study and cultural visits as per the itinerary
- Local English-speaking guide
- All ground transport services
- Drinking water

Tour does not include:

- International flights
- Meals not mentioned
- Drinks with meals
- Expenses of a personal nature
- All optional excursions, tours and visits
- Travel insurance
- Visa, if required