



Terms & Conditions

1. Our contract

All bookings are made with Bluewave Marketing Pty Ltd (ABN 65 138 505 192) trading as Macedonia Tours (**us/we**). By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Validity

Dates and itineraries are valid from 01 January 2020 to 31 December 2020.

3. Deposit requirement

You are required to pay a non-refundable 50% deposit of the cost of your tour, per person per trip for your booking to be confirmed. If your booking is made within 90 days of the tour date then the full amount is payable at the time of booking.

4. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 90 days of the tour date, the contract will exist when we accept your payment. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 90 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

5. Prices & surcharges

Our tour 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 demand, market conditions and availability. Any reduced 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. The most up to date pricing is available on our website. Prices are based on currency exchange rates as of October 2019; note that prices may vary depending on which currency

the booking is made. We reserve the right to impose surcharges up to 60 days before departure due to unfavourable changes in exchange rates, or transportation costs, increases in accommodation costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the amount up to 2% of the tour price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the tour price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund.

6. Your details

In order for us to confirm your tour arrangements you must provide all requested details with the balance of the tour price. Necessary details vary by tour; they include but are not limited to full name as per passport, date of birth, nationality, passport number, and expiry date, dietary requirements and any pre-existing medical conditions (or special needs) you have which may affect your ability to complete your tour arrangements. On some more demanding tours we also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your tour.

7. Cancellation by the traveller

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written (email) confirmation of the cancellation. Cancellation fees are:

Notice of cancellation – Individual travellers

More than four weeks prior to arrival: 20%

Less than two weeks prior to arrival: 50%

Less than 72 hours prior to arrival: 100%

Notice of cancellation – Groups (6 or More)

More than four weeks prior to arrival: 20%

Less than four weeks prior to arrival: 50%

Less than 72 hours prior to arrival: 100%

- 30 days or more prior to tour start date, we will retain the deposit;
- between 15 and 29 days prior to departure, we will retain 50% of the total booking cost
- 14 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

Note that different cancellation conditions apply to some trips and additional services. Your booking consultant will advise if differences apply. Please note that for certain travel arrangements the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. You will be advised of different cancellation charges at time of booking. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. 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. The above cancellation fees are in addition to fees which may be levied by accommodation providers, tour guides or third party tour and transport operator fees.

8. Cancellation by us

Our tours are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. We may cancel a tour at any time prior to departure if, due to terrorism, natural disasters, extreme weather, political turmoil or other external events it is not viable for us to operate the planned itinerary. If we cancel your tour, you can transfer amounts paid to an alternate tour date or receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

9. Booking amendments

We require written notice (by email) regarding any cancellations or changes to your tour. 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 departure date. A fee of \$ €60 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 60 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Our ability to change your tour will depend on the availability of your proffered new tour.

10. Inclusions

The price of your tour includes:

- All accommodation as listed in the tour description
- All transport listed in the Essential Trip Information
- Sightseeing and meals as listed on the tour description
- Activities as listed on the tour description
- All entries as listed on the tour description

11. Exclusions

The price of your tour does not include:

- international or internal flights unless specified
- airport transfers unless specified
- meals other than those specified in the tour description
- Visa and passport fees if applicable
- Travel insurance
- Optional activities and all personal expenses

12. Age & Health requirements

A minimum age at the time of travel applies to some of our trips – please see specific tour description for details. For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18 day to days care.. Please note, families must upgrade from dorm-share accommodation to private rooms where applicable. We cannot guarantee triple or joining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

14. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for entry into the Republic of Macedonia. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip if they apply. We are not responsible if you are refused entry to the Republic of Macedonia because you lack the correct passport, visa or other travel documentation and cannot assist you in obtaining it.

15. Travel insurance

Travel insurance is strongly encouraged for all our travellers and should be taken out at the time of booking. Your travel insurance should provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. We will ask for your travel insurance policy number and the insurance company's 24 hour emergency contact number on the first day of your trip. If you have travel insurance connected to your credit card or bank account please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

16. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, 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. Change of itinerary

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid for the tour or accept an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control.

18. Authority on tour

Our group tours are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the tour immediately, with no right of refund. We may also elect not to carry you on any future tours booked. You must at all times comply with the laws, customs, and foreign exchange and drug regulations of the Republic of Macedonia.

19. Acceptance of risk

You acknowledge that the nature of some of our tours is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint 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 risks attendant upon such travel.

20. Limitation of liability

We contract with a network entities and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

22. Claims & complaints

If you have a complaint about your tour please inform your group leader or our local representative 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.

23. Severability

In the event that any term or condition contained are 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.

24. Photos and marketing

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.

25. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the tour. We will otherwise not release your details to parties outside of our network required to run the tour, unless it is law enforcement agencies requesting information.

26. Applicable law

The laws of South Australia, Australia govern these Terms and Conditions to the fullest extent allowable. Any disputes in connection with a trip or these terms and conditions must be initiated in the courts of South Australia, Australia.

27. Registered address

21a Plymouth Ave Devon Park, Adelaide, South Australia.