

1. The Client hereby releases and discharges Epic from and against all actions, suits, demands, claims, costs and interest made against Epic arising from any loss or damage of whatever nature sustained or incurred by the Client in any way connected with or related to the Activities and the Client further indemnifies and agrees to keep indemnified Epic from and against all claims, damages, costs interest and penalties made against Epic in that respect.
2. These Terms & Conditions shall be governed in all respects by the laws of the State of Queensland and the Client agrees that any claims or disputes between the Client and Epic in connection with this agreement shall be commenced, filed, and litigated before a Court of proper jurisdiction in the State of Queensland and in the City of Brisbane.
3. **Definitions**
  - "Activities" means activities, Products and travel arrangements organized by Epic on behalf of the Client.
  - "Epic" means Epic Expeditions Pty Ltd ACN # 24 104 142 798 trading as Epic Private Journeys.
  - "Client" means a person or corporation seeking to acquire services from Epic and if there is more than one of these, these conditions bind them jointly and each of them separately.
  - "Departure Date" means the scheduled date for the client to depart at the start of the Activities.
  - "Material Alteration" means a material change to the Activities as determined by the sole discretion of Epic.
  - "Products" means individual components of the Activities, such as accommodation, meals, transport, cruises, and tours.
  - "Price" means the amount payable by the Client to Epic for provision of the Activities.
  - "Services" means the booking and payment services provided by Epic in relation to the Activities.
  - "Suppliers" means the party that is responsible for providing the Products.
4. **Basis of Contract**
  - The conditions apply exclusively to every contract for services by Epic to the client and cannot be varied or supplanted by any other conditions unless expressly accepted in writing by Epic.
  - Acceptance – Payment of a deposit indicates the client's acceptance of the conditions.
5. **Price Policy**
  - Prices quoted are for an entire package.
  - Surcharges - The Activities may be in some cases subject to a surcharge. These may be incurred as a result of currency fluctuations, an increase in product prices, scheduled airfares and any other costs associated with the Activities. If surcharges are greater than 10% of the travel arrangement costs, clients have the option to cancel the booking within 7 days and receive a full refund, with the exception of holiday insurance and any amendment charges previously incurred.
  - Products not Utilized – no refunds will be made in respect of Products not utilized.
  - Exclusions – the following services are excluded from the Activities pricing (except where stipulated in the itinerary); airfares (except where stipulated in the itinerary), arrival or departure taxes, passport & visa costs, travel insurance, personal expenditure including meals, beverages, gratuities, laundry, room service unless expressly included.
6. **Payment**
  - Deposit
    - A non-refundable deposit of 30% of the total trip cost is required to confirm a booking.
    - This may be made by direct deposit, international wire transfer or by credit card (Visa, MasterCard or American Express – a fee may apply).
  - Final Payment
    - Must be received by Epic no later than 60 days prior to the departure date.
    - This may be made by direct deposit, international wire transfer or by credit card (Visa, MasterCard or American Express – a fee may apply).

Payments can be made by telegraphic transfer to:

**For US dollar invoices:**

**Account name:** Epic Expeditions Pty Ltd USD Account  
**Bank:** Westpac Banking Corporation  
**Branch code:** 034702  
**Account No:** 411416  
**Address:** 80 George Street, Parramatta NSW 2150 Australia  
**Swift Code:** WPACAU2SXXX

**For AUSTRALIAN dollar invoices:**

**Account name:** Epic Expeditions Pty Ltd Trust Account  
**Bank:** Westpac Banking Corporation  
**Branch code:** 034013  
**Account No:** 178719  
**Address:** 89-91 Boundary St, West End QLD 4101 Australia  
**Swift Code:** WPACAU2SXXX

## 7. Amendments

Epic will endeavour to assist if the Client requests an amendment to the travel arrangement booking up to 90 days from departure date subject to the following:

- Amendment Charge - \$50.00 per file applies to Client requesting a change to a confirmed booking.
- Additional Charges – all other expenses incurred by Epic may also be payable by the Client at Epic's discretion.
- Any charges arising from the request are payable by the Client whether Epic is successful in confirming the requested amendment.
- Late Amendments – amendments made by the Client within 60 days of the departure date are treated as cancellations and re-bookings. Cancellations charges apply as detailed in what follows.

## 8. Cancellations

### Cancellation by the Customer

From receipt of the non-refundable deposit, the following cancellation/attrition schedule will apply:

- **91 days or more prior to departure**
  - The Client will forfeit the non-refundable deposit paid.
- **90 days or less prior to departure**
  - The Client will forfeit 100% of the full cost of the Activities (i.e. accommodation, transfers, charters etc.).

### Cancellation and Material Alteration by Epic Private Journeys

- Force Majeure – Epic may at its sole option, where circumstances outside of its control effect the provision of the Activities (such as flood, fire, act of God, war or threat of war, physical unrest, riots, civil disturbances, terrorist activities (perceived, threatened or actual), strikes, port or airport closure, technical problems with transport, alteration or cancellation of travel services) cancel scheduled the Activities at any time and may at Epic sole and absolute discretion:
  1. Offer the client alternative arrangements of similar standard as appropriate to the circumstances. Epic may charge a reasonable fee to cover administration costs associated with providing alternative arrangements.
  2. If alternative arrangements are not offered, Epic will make a full and prompt refund of all monies.

## 9. Epic Obligations & Liability

- The Client acknowledges that Epic acts as a booking agent for the suppliers of products and accepts no liability for any injury, loss, damage, accident, delay, or irregularity that may arise to any customer or third party resulting from the customer or third parties use of the Products.
- Except as expressly set out herein, any term, condition, or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, specification or performance of the product or services, whether implied by statute, common law, trade usage, custom or otherwise is expressly excluded.
- Circumstances beyond our Control – If Epic is unable to provide the Activities as detailed in the itinerary it is not liable for any injury, loss, damage, accident, delay, or irregularity arising to the customer or any third party.
- Loss – The Client releases Epic from all liability for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain and suffering, damage, injury, accident, delay, or irregularity occasioned to the client whilst undertaking the Activities.
- Travel Insurance - It is a pre-requisite of travel that all clients obtain comprehensive Travel Insurance cover at their own expense. Please furnish us with a copy of your insurance policy should these be required in the event of an emergency. Nothing in the Conditions is to be interpreted as excluding, restricting, or modifying the application of any relevant State or federal legislation which cannot be excluded, restricted, or modified.

## 10. Notice

- A notice by the client must be received in writing and delivered by hand, sent by prepaid mail, or sent by electronic means such as e-mail to the address or number supplied.
- A notice is treated as given to Epic when:
  1. if hand delivered, when delivered,
  2. if sent by prepaid mail when received
  3. if sent by facsimile when the facsimile confirms transmission
  4. if by e-mail, when the e-mail is received

## 11. Privacy

- Any information Epic obtains from the client, or its representative is necessary for Epic's business purposes or providing the clients with Epic's goods and services and may be used in answering any queries the client may have; considering the clients application to become a customer; performing internal administration and operations; developing, improving, and marketing Epic's products and services; and any directly related purposes.
- Epic will not disclose any personal information to any other party without the consent of the client except to the supplier's, a related entity or advisor of Epic or where Epic is otherwise required by law to do so. The client may access the personal information on written request to Epic.