

## **BOOKING TERMS AND CONDITIONS**

### **1. CREDIT CARD PAYMENTS**

Any credit card payments made on the [www.wydtours.com](http://www.wydtours.com) website will be billed by Harvest Australia Pty Ltd and this will be the name on credit card statements

### **2. IMPORTANT NOTICE**

The information contained on this website and in any associated Harvest WYD Tours brochures in respect of prices, itineraries, duration, and standard of services etc may have changed since release. Please ask your Harvest WYD Tours consultant to identify any changes which may affect your proposed pilgrimage before booking. Please carefully read the following conditions before you complete the Pilgrim's Booking Form as these are the basis for acceptance of all bookings.

### **3. NEW BOOKINGS**

These should be received online at the earliest possible time to secure your place on the pilgrimage of your choice:

\* One online booking form to be completed per person from this website ([www.wydtours.com](http://www.wydtours.com))

\* A non-refundable deposit of AUD\$500/NZD\$600 per person per pilgrimage is to be paid immediately by one of the payment options outlined in the booking process

### **4. GROUP PROCESSING OFFICES (GPO) / ELIGIBILITY SCREENING**

All registrations will be provisionally confirmed by Harvest WYD Tours and passed over to the designated Group Processing Office (GPO) for final approval and acceptance. Your group's GPO will forward certain assessment and/or Diocesan forms which must be completed and returned to them within 15 days. The GPO reserves the right to deny passage to any registrant they deem unsuitable or not in keeping with the eligibility criteria of their programme. Only in such legitimate instances will Harvest WYD Tours consider a full refund of the deposit payment and subject to notice being received within 30 days of the original reservation date (but no later than 1 April 2016).

GPO's are established to foster, process and supervise the ordered formation of registration for a group in a set regional vicinity, diocese or movement. They in no way act in the capacity of agent or offer professional travel advice or are recipients of registration deposits. Any registrations and deposits received must be immediately passed on to Harvest WYD Tours for the banking of funds, issue of receipts and to commence the confirmation process directly with the registrant.

### **5. ADDITIONAL TRAVEL ARRANGEMENTS**

Harvest WYD Tours can arrange additional flights, tours, accommodation, car hire, etc for authorised participants wishing to extend their pilgrimage. Harvest WYD Tours consultants can arrange your complete itinerary and advise additional cost estimates as required.

Passengers booking to depart earlier than the published departure date, or changing their return date or departure city, will incur a non-refundable surcharge of AUD\$150/NZD\$180 per person plus any possible variations in airfare or ground costs.. In such instances, airfares must be arranged through Harvest WYD Tours and not independently through alternative channels.

### **6. AMMENDMENTS TO BOOKINGS**

1. Up to 120 days prior to departure: AUD\$50.00/NZD\$55.00 per person per change plus any additional charges imposed by Harvest WYD Tours' suppliers or airlines.

2. From 119 days to 60 days prior to departure: AUD\$100.00/NZD\$115.00 per person per change plus any additional charges imposed by Harvest WYD Tours' suppliers or airlines.

3. From 59 days to 30 days prior to departure: AUD\$200.00/NZD\$230.00 per person per change plus any additional charges imposed by Harvest WYD Tours' suppliers or airlines.

4. Within 30 days of departure: AUD\$350/NZD\$400 per person per change plus any additional charges imposed by local suppliers or ancillary airlines.

## 7. LATE BOOKINGS

A non-refundable surcharge of AUD\$150.00/NZD\$175.00 per person will apply for any bookings made within 60 days of departure.

## 8. PAYMENTS

1. Deposit: To be paid on or at the time of booking.

2. Additional Travel Arrangements: A nominated deposit will be payable within 7 days of confirmation unless otherwise stated.

3. Final Payment: To be paid on or prior to Friday, **1<sup>st</sup> April 2016**.

4. If payment isn't made by the due date, Harvest WYD Tours may assume that you have cancelled and cancellation charges in accordance with clause 9 below will be levied.

## 9. CANCELLATION BY PILGRIM

Notification of cancellation must be made in writing to Harvest WYD Tours. Cancellation Fees will apply for bookings cancelled:

1. From receipt of deposit up to 01 March 2016: Loss of full deposit paid.

2. From 02 March to 15 April 2016: 25% of pilgrimage cost

3. From 16 April to 15 May 2016: 50% of pilgrimage cost

4. From 16 May to 30 May 2016: 75% of pilgrimage cost

5. From 01 June 2013 onward: 100% of pilgrimage cost

6. Post departure unutilised bookings: 100% of pilgrimage cost

Cancellation charges would be anticipated for any additional travel arrangements or services cancelled prior to departure. Cancellations after departure and unused vouchers have no refundable value.

## 10. TRAVEL INSURANCE (COMPULSORY for all pilgrims)

The vast majority of travel arrangements go according to plan but the unexpected can occur. Travel insurance safeguards against: loss of deposits through cancellation charges; baggage loss; medical expenses; theft and other contingencies. Harvest WYD Tours offers a special WYD 2016 Travel Insurance coverage - see website for details. Harvest WYD Tours makes no representations or guarantees concerning reimbursements of funds paid by you under any insurance claim. You agree not to hold Harvest WYD Tours responsible for any decision made by insurers, and/or by any suppliers, or requirements of any foreign country, government authority or overseas laws and policies.

## 11. REFUND POLICY

Please choose your pilgrimage carefully as we do not give refunds other than what is described in 'SECTION 9 - Cancellation by Pilgrim' in these Terms and Conditions.

## 12. ERRORS / OVERSIGHT

We reserve the right to correct any error in rate quoted or calculated for any service notwithstanding that the invoice may have been paid in full. Client/s accept that Harvest WYD Tours staff/Management/Ticket Issue Centres could make an oversight affecting travel arrangements. Client/s agrees and understands that Harvest WYD Tours' obligation is to amend such error or oversight by prompt action/correction (if possible) or refund based on actual cost of itinerary services/sectors affected. Client/s understands and agrees to such limitation of claim.

### 13. WEBSITE / BROCHURE CONTENT

Images and scenes shown are representative of those featured in the pilgrimages but are not necessarily supplied or visited. Maps are not necessarily to scale. Accommodation houses are selected, subject to availability, from grading suggested by local authorities or our representatives with due consideration to the particular needs of our pilgrims. Every effort has been made to ensure that this website and ancillary brochures are accurate at the time of printing but, subject to any statutory liability which may not be excluded by law. The operator is not liable for any error, omission or inaccuracy in the brochures or website whether occurring at or after the time of publishing in regard to price or any other detail or booking condition.

### 14. ACCOMMODATION DURING WYD WEEK / DAYS IN THE DIOCESE

During the World Youth Day week, 'simple' accommodation may be chosen by some groups. This will be provided by the WYD16 Office in Poland under the leadership of the Archdiocese of Krakow. A sleeping bag is necessary and conditions are very basic. Harvest WYD Tours cannot be liable for any dissatisfaction in this regard and any changes in accommodation while in Krakow are at the expense of the pilgrim and subject to availability.

Similarly, the Days in the Diocese (Mission Week) accommodation, meals and transport are hosted by the local Polish diocese and are not the responsibility of Harvest WYD Tours, who cannot be made liable for any dissatisfaction in this regard.

### 15. TRANSPORTATION DURING WYD WEEK

During the World Youth Day week, transportation throughout Krakow and between accommodation venues and places of catechesis is provided by the WYD16 Office in Poland. Some places of catechesis may be accessible by foot. Transportation pass and timetable information will be made available upon arrival. Harvest WYD Tours cannot be responsible for any dissatisfaction relating to transport during the WYD period being strictly controlled by the Urban and WYD authorities in Krakow. It is the responsibility of your group leadership to assist you in deciding the most appropriate modes of transport to and from the major events arranged by the WYD16 Office in Poland.

### 16. MEALS ON PILGRIMAGE AND DURING WYD WEEK

During World Youth Day week, meals will be provided according to the meal plan your group has chosen. Most groups will have their meal plan provided by the WYD16 Office in Poland, this includes all meals (B, L, D) which will be arranged through the distribution system organised by the WYD16 Office in Poland. The time period of WYD16 provided meals will be determined by the WYD16 Office in Poland..

Any special meal requirements will be made on a request basis only. Harvest WYD Tours cannot guarantee special meal requests nor will it assume any responsibility or liability if client's special meal requirements are not fulfilled by the WYD 16 Office in Poland.

### 17. PROMOTIONAL MATERIAL

Harvest reserves the right to use images or films of pilgrims that are taken during any part of its pilgrimages. These can be used in promotional material in printed form as well as on any Harvest website without obtaining any further consent or payment in respect of such photographs and/or films.

### 18. SELLING PRICES

Prices are initially based on estimated costs (including airfare and land costs), charges, tariffs, rates, taxes, levies and exchange rates calculated on the basic pilgrimage departure and are not inclusive of fees, costs, charges and levies for additional pre & post non-group flight and travel arrangement. All costs are subject to alteration at any time by governments, their agencies, principals, airlines, accommodation suppliers, or due to changes in original group size and/or currency fluctuations. Harvest WYD Tours reserves the right to surcharge the price of a pilgrimage due to such increases and those beyond its reasonable control.

Airline taxes, levies and fees remain subject to change up until 30 days prior to departure, although Harvest WYD Tours will endeavour to update any adjustment prior to the official deadline for final payment.

## 19. ABOUT COSTS

Included in the selling price of each pilgrimage are charges to cover the cost of research, reservations from agents in Australia and from our overseas destinations, postage, facsimile, telephone, bank charges, currency transfers, documents, brochure production, printing, distribution, advertising, registration services with WYD Krakow etc. Cost breakup is not supplied. Deposit payment signifies your acceptance of these usual commercial costs and fees paid to our overseas associates.

Pilgrimages costs will be advised based on the following:

**LAND COST: The Land Cost of each package is indicative and will be reviewed in February/March 2015.**

**AIRFARE COST: The Airfare Cost of each package is indicative and will be reviewed in July/August 2015.**

All land and air costs will be assessed and finalised depending on the following factors:

- Significant fluctuation in the Australian dollar.
- Changes in airline taxes, fees & fuel levies by the contracted airline carriers.
- Change in actual group size numbers to those originally estimated.
- Final contract variations in airfare and accommodation facilities.
- Additional services requested over and above the original indicative quotation.

## 20. ALTERATION TO PRODUCT OR SERVICES

If circumstances beyond Harvest WYD Tours' reasonable control require that inclusions be altered, product of similar value will be supplied. In the unlikely event of cancellation by Harvest WYD Tours, pilgrims are offered a change of arrangements, alternative tour or a full and immediate refund without further Harvest WYD Tours liability. Harvest WYD Tours is not responsible for disruption to any travel arrangements not booked by Harvest WYD Tours.

## 21. AIRLINES

The scheduled / charter flights used for all groups are subject to the usual conditions of the carrying airline and relevant to international law. We therefore accept no responsibility for alterations to air schedules or scheduling that may result in different flights and additional costs to pilgrims imposed by the carrying airline, including extra accommodation and transportation that may be required, including the need for additional charter services. As air fare increases can be applied without notice we reserve the right to apply the same at any time prior to final ticketing. Airlines do not represent themselves either as contracting with any purchaser of a Harvest WYD Tours Pilgrimage or as having any other legal responsibility with such purchaser. Final notification of airline choice for each group is expected to be known by December 31, 2015.

## 22. HEALTH

Any medical condition, disability or mobility difficulty you might have that may affect the functioning of the group must be advised on the Booking Form. Any pilgrim with a pre-existing medical condition or illness must declare the nature of such condition at the time of booking and make arrangements for the provision of any medicine or other cause of treatment that may be required during the tour. Any relevant health conditions not adequately disclosed may result in your immediate and direct return to your point of original departure at your expense and without availability of refund. Many of our tours involve getting on and off coaches, walking tours and other physical activities. Some tours may not be suitable for you if you rely on a wheelchair or have certain other disabilities. Certain passengers with a serious or ongoing medical condition or mobility constraint (subject to approval) must either bring an accompanying companion or carer and must remain subject to approval by the Group Processing Office in charge of your group. Harvest WYD Tours will not be responsible for the failure of this person to provide these services. This clause is necessary to assure the health and safety of all group members and in particular those with whom you may be sharing a

room. We recommend you consult your doctor in respect of your intended travel as this may also have some bearing on your application for travel insurance. Furthermore your doctor or the relevant Government Health authorities could advise further on any vaccination requirements as may be relevant.

### 23. PASSPORT - VISA

Each pilgrim is personally responsible for ensuring she/he possesses valid travel documentation. New passport applications must be personally applied for and collected. Existing passports must not expire for at least 6 calendar months after the intended date of return travel to Australia/NZ. Non-Australian/New Zealand passport holders must possess a valid Re-entry Certificate.

If you are travelling on a passport issued by a country other than Australia/NZ, you will need to be aware that visa requirements may differ from those for Australian/New Zealand passport holders. Your Harvest WYD Tours consultant will be pleased to advise you of these requirements, although this remains the ultimate responsibility of the passenger. Cancellation of a pilgrimage due to incomplete travel documentation will incur standard cancellation fees.

Please consult [www.wydtours.com](http://www.wydtours.com) for the most current information about visas required for WYD 2016 in Poland.

### 24. CODE OF BEHAVIOUR

Harvest WYD Tours reserves the right to remove a pilgrim from a group tour should, after consultation with the group's designated leadership; it is viewed to be in the best interests of the entire group. Details of an expected code of behaviour will be made available to all participants prior to departure to avoid any uncertainty in this regard. Such cases may involve the participant's direct return travel to their point of departure, without refund of unused services.

Any damages caused by group misbehaviour or negligence remain the responsibility of the pilgrim and not Harvest WYD Tours.

### 25. RESPONSIBILITIES

Harvest agrees to make reservations with the Principal offering the services described in this and ancillary brochures. Harvest does not accept any responsibility for default causing loss or injury to persons whether by negligence or otherwise on the part of the Principal providing any facilities for any person taking advantage of the services described in this brochure. Harvest is not liable for any loss suffered by any person or any additional expense caused or occasioned by transportation provider delay, change of aircraft service, alteration to any other travel service, illness, injury, strike, civil disturbance, terrorism, quarantine, flood or other disturbances of whatsoever nature interfering with, altering, or adding to the cost of the service requested or booked. After departure, if the services included in the pilgrimage cannot be supplied or are altered for reasons beyond our control, Harvest will arrange for the provision of comparable services where possible. Any resulting additional expense will be payable by pilgrims and any resulting savings will be refunded. Harvest WYD Tours is not liable for any dissatisfaction the client may have with the properties contracted. The above exclusions of liability are subject to any statutory liability which unresolved may not be excluded by law. Unresolved difficulties must be conveyed to Harvest WYD Tours in writing with any supporting documents within 30 days of return to Australia / NZ.

### 26. DOCUMENTATION

Tickets and other documents will not be forwarded until full payment has been received by Harvest WYD Tours. It is the Client's responsibility to carefully check all itineraries, air tickets and vouchers immediately upon receipt (particularly in regard to spelling of names and travel dates), and advise Harvest WYD Tours of any discrepancies.

In the case of Late Bookings made within 60 days of your tour departure, the full cost of the tour will be payable immediately on booking and we reserve the right to provide all travel documentation to your group leadership or at the point of departure from Australia.

## 27. CURRENCY

Any costs listed on Harvest WYD Tours' website or brochures are either in local currency for Australia (AUD) and/or New Zealand (NZD).

## 28. PRIVACY STATEMENT

Harvest WYD Tours may collect personal information about you from third parties (including your medical practitioner) as reasonably required in planning and booking tours and for any purpose relating to your tour. You may seek access to any personal information which Harvest WYD Tours may hold about you in accordance with provisions of the Privacy Act 1988 (CL).

## 29. SECURITY POLICY

When purchasing from Harvest WYD Tours your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding our security policy, please contact our customer support centre [harvest@wydtours.com](mailto:harvest@wydtours.com)

## 30. CONSUMER PROTECTION

Harvest WYD Tours is a division of Harvest Australia Pty Limited ACN 056 849 426, Travel Agent Licence 2TA003632. Harvest Australia Pty Ltd, is a member of the International Air Transport Association (IATA) and keeps all client monies in a separate bank account.

## 31. NEW SOUTH WALES LAW

The Terms and Conditions published herein are governed by the laws of New South Wales, Australia.