

Majestic Whale Encounters

Terms and Conditions

1. Majestic Whale Encounters is not liable for any damage to any personal items, theft, illness, injury or death caused while travelling or staying with us
2. Majestic Whale Encounters reserves the right to cancel a person's accommodation due to disrespectful behaviour.
3. CANCELLATIONS AND REFUNDS: * All Cancellations must be received in writing.
 - * All deposits made are non-refundable. * Cancellations made after full payment will incur a 50% charge of total price if prior to 16 weeks of your arrival date.
 - * Refunds take up to 8 weeks to process.
 - * There are Nil refunds once we have received final payment and its inside 16 weeks prior to your stay with us. (unless you can find someone else to transfer your spot, some admin fees may apply) or once your holiday has commenced.
4. Majestic Whale Encounters reserves the right to withdraw a booking if the said deposit per person isn't paid within the 7-day period.
5. Majestic Whale Encounters also reserves the right to withdraw a booking if the total balance isn't paid 12 weeks prior to arrival.
6. Travel insurance is compulsory and it is the responsibility of the guest to arrange his or her travel insurance prior to the departure of their country of origin. It must cover most circumstances of cancellation as well as luggage lost, medical cover and evacuation.
7. Majestic Whale Encounters is not liable in any situation to pay extra expenses, which may be due to delays, natural disasters, war, civil unrest, terrorism, acts of god etc.
8. Majestic Whale Encounters is not responsible for any guests actions and will not be involved in any legal matters related to crime, drugs or anything that is against the law, both in the guests country of origin and/or visiting country.
9. Majestic Whale Encounters guests must have 6 months validity in their passport. Majestic Whale Encounters will not be held responsible for any matters related to immigration.
10. It is the responsibility of the guest to check tourist visas in visiting country.
11. Majestic Whale Encounters cannot under any situation extend a visa and will not be held liable for an overstay due to forgetfulness or delay.
12. Majestic Whale Encounters recommends all guests should check all safety issues, travel warnings, information and advisories related to entering visiting country before departing their country of origin. It is the guests decision to enter visiting country if there is danger present. No refunds can be issued by Majestic Whale Encounters in these circumstances.
13. Majestic Whale Encounters guests, if under the age of 18 must be accompanied by a parent or guardian.
14. Majestic Whale Encounters will not refund any portion of any trip if related to injury, sickness, unlawful behaviour or homesickness. Majestic Whale Encounters will assist the guest to the best of their ability, but will not put any other guest in danger. Majestic Whale Encounters responsibility lies within the group.
15. Majestic Whale Encounters is not liable for any internet or computer related issues that may arise due to the course of the booking process.

16. Majestic Whale Encounters has the right to alter travel schedules due to weather conditions, safety issues or situations beyond our control.
17. Majestic Whale Encounters will do our utmost to maintain the prices indicated, however prices may need to be adjusted due to circumstances beyond our control. Majestic Whale Encounters reserves the right to amend prices, before or after your booking, until the full payment is received. All prices are subject to change if subsequently affected by exchange rate differences, increase in jet fuel, boat fuel or car fuel prices, increase in government taxes, and/or any other influence beyond the control of the operators.
18. Any legal conflict with Majestic Whale Encounters shall be resolved in the jurisdiction of NSW
19. Any additional expenses incurred by guests are not the responsibility of Majestic Whale Encounters
20. Majestic Whale Encounters is secure with all booking information and will not forward on information obtained, except for matters relating directly to your travel or to the law which directly affect us.
21. Majestic Whale Encounters advises that the whales are wild animals and therefore can not guarantee 100% swimming with whales and other wildlife due to bad weather and unpredictable circumstances. However this is highly unlikely and our success rate of swimming with whales is excellent
22. Majestic Whale Encounters guests are all here with the same common goal towards having a wonderful time and experience the magic and beauty of the whales!
- See you there!
23. All tours are advertised and to be paid for in Australian dollars. Majestic Whale Encounters can not refund deposits due to the dollar change for international guests

I have read and understand the above Terms and Conditions and I accept that this tour is of an adventurous nature, I acknowledge that there are risks associated with this adventure and accept that these risks are my own responsibility.

Date _____

Please post or email signed terms and conditions to...

sarah@majesticwhaleencounters.com.au
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