

## Booking Conditions

The Enthusiastic Buddhist Pty Ltd (ACN 600 299 769) trading as Enthusiastic Buddhist Pilgrimages ('we', 'our', 'us' or 'Enthusiastic Buddhist Pilgrimages') accepts your reservations under the following terms and conditions which form a contractual relationship between Enthusiastic Buddhist Pilgrimages and its clients ('you' or 'your'). These terms and conditions and your pilgrimage itinerary form the entire contract between you and us. By making a payment (joining fee, deposit or final payment) for the pilgrimage, you acknowledge that you have read and understood the contract in its entirety, and have consented to all conditions herein, including the terms and conditions and Limitation of Liability. Any bookings placed with us implies acceptance of these terms and conditions by you. It is therefore important that you understand these conditions before making a booking.

A booking is accepted and becomes legally binding only from the date when we confirm your acceptance in writing and issue a confirmation invoice. This contract is between Enthusiastic Buddhist Pilgrimages and all persons named on the registration form travelling or intending to travel with us. The person signing the registration form (which incorporates these conditions) warrants that he/she has full authority to do so on behalf of all persons whose names appear on the registration form and confirms that all such persons are fully aware of and accept these conditions.

### RESERVATIONS & PAYMENTS

To make a booking and secure your place on the pilgrimage, we require a registration form to be completed in full and returned to us with a copy of your passport and a fully-refundable joining fee (refundable until payment of your deposit). Only participants who register and are accepted on the pilgrimage before 6<sup>th</sup> June, 2017, will receive an early bird discount of \$250 USD on the total cost of the pilgrimage.

The deposit is due 88 days prior to the pilgrimage start date. This allows us to book and confirm your internal flights and accommodation as detailed in the itinerary. At this time your joining fee becomes non-refundable. Failure to pay the deposit by the due date may result in cancellation of your booking and the forfeiture of any early bird discount you may have been entitled to.

Late bookings made less than 94 days before the pilgrimage start date will attract a \$50 late fee. These bookings can only be accepted subject to flight and accommodation availability. Upon confirmation of availability, the full deposit must be paid immediately to secure your flight and accommodation bookings.

The final payment and balance of monies is due no later than 60 days prior to the start of the pilgrimage. We will not accept responsibility for any monies sent by post or direct debit. We reserve the right to pass on any charges relating to returned checks/cheques and credit card charge backs. Payment can be made by PayPal, direct deposit or check/cheque.

In the case of non-payment of the balance by the final payment due date, we will treat the booking as cancelled by you and reserve the right to charge you a cancellation fee in accordance with the scale set out below.

## PRICING

All prices are in US dollars and are based on tariffs and exchange rates current at the time of listing on our website. Payments must be made to us in Australian dollars and are subject to the relevant exchange rates at time of payment.

Where indicated in your itinerary, your pilgrimage price includes (a) accommodation; (b) specified meals; (c) all land and water transportation detailed in the itinerary; (d) luggage transport of one piece of luggage weighing no more than 20 kilograms (44 pounds); (e) entry fees to sites and museums; (f) two x 600ml bottles of water daily; (g) internal flights (as specified in the itinerary); (h) tips for the drivers, waiting staff, shoe minders; and (i) services of the main guide/teacher, their assistants and local tour guides.

Unless expressly listed in your itinerary, costs will not be included in the pilgrimage price. In particular the following costs are not included: (a) airfares (unless specified in your itinerary); (b) airline taxes; (c) visa fees; (d) travel insurance; (e) accommodation upgrades; (f) excess baggage charges; (g) taxis or rickshaws you take outside of the normal group travel; (h) Wi-Fi, phone calls and other communication costs; (i) laundry; (j) food or beverages not included in the group buffet meals; (k) meals not specified in your itinerary; (l) passport fees; (m) vaccinations; (n) additional optional activities; and (o) items of a personal nature. Overnight accommodation and/or flight connections to attend your pilgrimage are not included in the pilgrimage price and will be at your own expense.

Any accommodation or flights we book for you separately to those outlined in the pilgrimage itinerary are not included in the deposit or pilgrimage price and you must pay for these costs for additional services separately. Any request for additional services will not be processed until your deposit is paid in full.

Without limiting any of the above, each pilgrimage offered by Enthusiastic Buddhist Pilgrimages is unique and therefore the services offered in conjunction with each pilgrimage will vary. You should be aware of the specific nature of the pilgrimage that you are undertaking and the specific requirements and obligations of both yourself and Enthusiastic Buddhist Pilgrimages. Details of each pilgrimage can be found on the website.

We reserve the right not to honor any published prices that we determine were erroneous due to printing, electronic, or clerical error.

## SURCHARGES

We reserve the right to charge 3.6% of the total of all monies due in relation to payments made by PayPal and/or credit cards.

Every effort will be made to avoid any increases to the pilgrimage prices shown in our website. However, we reserve the right to increase the pilgrimage cost to take account of the following: currency exchange rates, transportation costs (including the cost of fuel) or increases in airfares.

Should any price increase exceed 10% of the total cost you are free to cancel your booking and will obtain a full refund of all monies paid.

No additional charges will be made within 30 days before the pilgrimage commences, except in the case of late bookings (93 days prior to the pilgrimage start date), where additional charges may be required to secure airfares or room bookings.

#### CHANGES TO YOUR BOOKINGS

If you wish to transfer from one pilgrimage to another or transfer your booking to a third party you must notify us at least 56 days prior to the proposed departure date. A fee of \$150 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 56 days prior to the proposed pilgrimage start 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 which are specified below and on the website.

Amendments to any other arrangements made in conjunction with your trip will incur a \$100 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

#### CANCELLATIONS

The pilgrimage has minimum attendance requirements. If the pilgrimage does not meet the minimum participant numbers, we have the right to cancel, amend, offer alternative pilgrimages, or offer you a refund of your monies paid. We will endeavor to make any decision to cancel or delay a pilgrimage at least 86 days prior to its commencement.

Enthusiastic Buddhist Pilgrimages reserves the right to cancel the pilgrimage in which case no liability shall fall upon us. In this instance, your payments will be refunded in full. However, if our cancellation is due to 'force majeure' (i.e. war, threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, closures or congestion at airports or ports, or other similar events beyond our control) any reasonable expenses we have incurred will be deducted from your refund. All refunds and compensation are strictly limited to monies paid to us and we are not liable for any expenses you have incurred as a result of this booking (i.e. third party fees such as airline bookings, visa fees, travel insurance). No refund will be given for unused or cancelled services once the pilgrimage has commenced. No refund will be issued to those failing to join their pilgrimage, nor for accommodation or any services not utilized, nor for a partially completed pilgrimage. Enthusiastic Buddhist Pilgrimages also reserves the right to decline to accept or retain any person as a member of the pilgrimage at its own discretion.

With respect to an injury or medical circumstance, a doctor must recommend that due to the severity of the injury or medical circumstance, it is medically necessary that you not undertake or continue the pilgrimage.

If you are injured prior to the pilgrimage start date you must contact Enthusiastic Buddhist Pilgrimages as soon as it is reasonably practical after the occurrence of the injury or the onset of the medical circumstance or the occurrence. The refund protection refunds are set out below.

You may cancel your booking at any time provided that the cancellation is communicated to us in writing. Cancellation charges will be applied as shown below calculated from the day when the written notice is received by us.

**Cancellation Fees per person**

88 days and above: No cancellation fee

Less than 88 days prior to pilgrimage start: \$500 USD joining fee

Less than 60 days prior to pilgrimage start: 50% of total pilgrimage cost

35 days prior to pilgrimage start & No show: 100% of total pilgrimage cost

**Cancellation Fees per person due to injury**

88 days and above: No cancellation fee

Less than 88 days prior to pilgrimage start: \$500 USD joining fee

Less than 60 days prior to pilgrimage start: 30% of total pilgrimage cost

35 days prior to pilgrimage start & No show: 60% of total pilgrimage cost

You must pay for all expenses which arise due to changes to your itinerary after your pilgrimage start date. This includes changes due to illness or other personal reasons.

If we, or our staff, or service providers are of the view that you are negatively affecting your own health, safety or enjoyment, or that of other passengers, we can terminate the contract immediately and we are not liable to you for any loss, cost or damage resulting from your withdrawal from the pilgrimage. If you are withdrawn from the pilgrimage, you must make your own travel arrangements at your own expense.

**FLEXIBILITY**

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for potential changes to the itinerary and services used. The itinerary provided for each trip is representative of the types of activities you will participate in, 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. You also appreciate and acknowledge that due to a lack of facilities available, we cannot guarantee all toilet stops will be held at designated toilet facilities, and 'nature stops' may be required as part of the travel.

**CHANGES TO THE PILGRIMAGE**

Enthusiastic Buddhist Pilgrimages aims to operate all pilgrimages as advertised but by entering into this contract you accept that it may prove necessary or advisable to vary or modify a pilgrimage itinerary or its contents, before or after the commencement of the pilgrimage, due to prevailing local conditions or any other reason. Where due to circumstances outside of our control, we are

unable to provide the pilgrimage in accordance with your itinerary, we will use reasonable endeavors to provide or arrange appropriate alternatives.

You agree that we shall not be held responsible for any delays or changes in itineraries caused by an act, omission or other circumstances on the part of airlines operating in the countries listed in the itinerary, and you understand that such situations may occur and we cannot inform you of each possible problem.

The circumstances in which we may alter your itinerary or the pilgrimage include, but are not limited to: (a) road, river or weather conditions; (b) national or local holidays, affecting the closure of public buildings or attractions; (c) strikes, civil disturbance, riots, advices by governments or Force Majeure events; and (d) any other event.

Alterations to your itinerary or the pilgrimage may include, but are not limited to: (a) substitution of alternate transportation; (b) substitution of hotel accommodation; (c) alteration to arrival and departure times; (d) additional embarkations and disembarkations; (e) alterations to sightseeing activities; and (f) reductions or increases of time spent at a location.

The hotels listed in our brochures and itineraries are ones which we intend to use on the pilgrimage. We reserve the right to substitute these hotels to ones of a similar standard when necessary. If we substitute any transportation, accommodation or vehicles, we will use reasonable endeavors to provide you with a substitution of equivalent specification or quality; however, some services and facilities may not be available for all substitute arrangements. We shall not be liable for the quality, size or fitness of accommodation or vehicles that have been substituted.

To the maximum extent permitted by law, you agree that we are not liable to you for, and you release us from, any cost, claim, loss, damage or expense whatsoever arising either directly or indirectly in connection with any alternation to your itinerary or substitution carried out in accordance with this clause, including without limitation any: (a) claim for distress, disappointment or loss of enjoyment arising from the alteration; (b) additional personal expenses incurred by you, including food and beverages; or (c) costs associated with any other travel arrangements affected by the changes, including costs and expenses incurred by you for cancelling or changing those other arrangements or arising from a failure to meet a connection.

Further, if for unforeseen circumstances prior to, or during the pilgrimage, the advertised teacher/guide is unable to carry out the services described in our brochure and website, we reserve the right to appoint another person to fulfill this role, without compensation to you and we shall not be liable to you whatsoever for loss of teachings or enjoyment as a result of this appointment.

Where a major change is made prior to departure you will have the choice of cancelling the pilgrimage and obtaining a full refund on the land portion of the pilgrimage only or accepting an alternative pilgrimage offered. If you choose to cancel the pilgrimage, our contract with you will terminate and we will have no further liability to you. We are not liable for any third party costs you may have incurred for bookings with third parties. If you accept a proposed alternative pilgrimage: (a) if it is cheaper than your original pilgrimage price we will refund the difference to you; (b) if it is more expensive than the original pilgrimage price, you must pay the difference to us. (c) If you accept the proposed alternative pilgrimage you will be bound by the new contract made up of these terms and conditions and your itinerary.

However, where the major change occurs as result of 'force majeure', any reasonable expenses we have incurred will be deducted from your refund.

Examples of minor changes include alteration of your flights by less than 12 hours, changes to aircraft/transportation type, re-routing of journeys and a change of accommodation to another commensurate to the standard as advertised for the specific pilgrimage as confirmed by you.

We reserve the right at any time to cancel or change any of the facilities, services or prices described in our brochure or website (including transportation costs, fuel costs, dues, taxes, fees such as landing taxes, fluctuations in exchange rates or other related costs or tariff) and to substitute alternative arrangements of comparable monetary value or charge a supplement locally if alternative arrangements cannot be made, without compensation to you and we accept no liability to you whatsoever for costs or loss of enjoyment as a result of these changes.

## TRAVEL INSURANCE

It is a condition when booking a pilgrimage with Enthusiastic Buddhist Pilgrimages that you MUST take out suitable travel insurance to take part in your pilgrimage. You are wholly responsible for arranging your own travel insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness, accident or death during the pilgrimage. You must ensure that your insurance covers accidents, ill health, and evacuation due to medical emergency or death of the insured. We strongly urge you to take out cover that also protects you against cancellation, loss of items, theft or damage to baggage and personal effects.

While we attempt to minimize all risks in travelling, you are aware that travel in developing countries such as Nepal and India, whether in civilized or remote areas and whether by air, taxi, coach, on foot, or the like, contains some inherent risks of illness, injury or death, which may be caused by negligence of others, forces of nature, and other risks not limited to exposed power lines and vehicles not fitted with seat belts.

By joining our pilgrimage you specifically agree that if you become ill or injured, all evacuation and hospital expenses, doctor's fees and repatriation costs are your responsibility, and Enthusiastic Buddhist Pilgrimages shall not be liable for any refund on the pilgrimage fare.

## FLIGHTS, PASSPORTS AND VISAS

A valid passport is required for all international travel. Your passport must be valid for six months prior to and beyond the period of your intended stay. Visa and passport requirements can change and it is your responsibility to ensure that your visa and passport comply with the country's requirements and that you take all necessary documents with you to gain access to any country or region which forms part of the pilgrimage. You will be solely responsible for any cost, loss or damage which you or Enthusiastic Buddhist Pilgrimages incurs as a result of your failure to obtain all necessary passports and visas, and any costs associated with you rejoining the pilgrimage. If you cannot participate in the pilgrimage due to not having the correct visa or any other necessary documentation, we will not refund you all or any portion of the pilgrimage price.

Please ensure that you allow adequate time to obtain a valid passport and the relevant visas to your destination countries detailed in the itinerary. One month prior to the commencement of the

pilgrimage you must inform us of your visas and any new passport details. We do not accept responsibility for failure to obtain these visas for any reason.

We will not be liable for any advice or recommendation given in relation to obtaining visas, travel requirements, local customs and the current political climate. It is your responsibility to be aware of the conditions of the country that you are travelling to and any requirements of the country in which the pilgrimage is held. We recommend you obtain advice from your country's department of foreign affairs office or other relevant organisation, as to the specific requirements of each country which you will be travelling to, and we also recommend that you register with them prior to the pilgrimage start date. For Australian pilgrims, we encourage you to obtain advice from the Australian Department of Foreign Affairs and Trade and to register with the Australian Department of Foreign Affairs and Trade's Smart Traveller program.

If you do not book your flights with us, you must ensure your flight details are provided to us at least 30 days before the pilgrimage start date.

If you miss the pre-booked airport transfer to the hotel you will be responsible for making your own way to the pilgrimage start point at your own expense. Airport transfers are only available on the first day of the pilgrimage. Airport transfers may be group transfers scheduled to coincide with multiple flight arrival times.

Pilgrimage participants are entitled to one suitcase per person. It should not exceed 76 x 53 x 28cm (30" x 21" x 11") and must weigh no more than 20 kilograms (44 pounds). You are allowed one hand luggage weighing up to 7 kilograms (15 pounds). If you exceed these limits you may incur a surcharge.

## BEHAVIOR

You are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve us of all obligations that we may otherwise have under this contract.

It is your responsibility to ensure that you and any other member of your party do not behave in a way that is abusive or causes offense, annoyance, damage or danger to others and their property. In such circumstances all suppliers (e.g. hotel managers, airline staff) and Enthusiastic Buddhist Pilgrimages have the right to terminate arrangements made on your behalf, in which case our responsibility to you ceases immediately. We reserve the right to remove you from the pilgrimage if you cause inconvenience or annoyance to other clients, or create difficulties that would hamper the smooth running of the trip. We shall not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred as a result. Furthermore, you will be liable to reimburse us for any expenses whatsoever that is incurred as a result of your behavior.

You may not change the scheduled itinerary for sightseeing, hotels, transportation or meals. All risks and costs associated with non-compliance with the scheduled itinerary will be borne by the persons in non-compliance. No refunds will be provided for any unused portion of the pilgrimage, including accommodations, transportation, sightseeing, or other activities.

## GENERAL HEALTH, FITNESS AND AGE

Good health and physical fitness is required on all trips. At times the pilgrimage might involve a considerable amount of walking on uneven ground and surfaces and involve repeated stair climbing. It is important that you have a reasonable level of physical fitness and are in an appropriate physical condition that allows you to take part in all the activities without the need of assistance from others. We recommend travelers seek advice from a medical practitioner to assess their current fitness levels if unsure. If you have an ongoing medical condition you should consult your physician about the advisability of your participation on a pilgrimage to your intended countries. For health conditions such as high blood pressure, heart disease, or any other condition affected by strenuous walking or long periods of riding on public transport, our pilgrimage should be undertaken only on the approval of a physician. If you are aged 70 or over at the pilgrimage start date, you must provide us with a doctor's letter confirming that you are fit and healthy to partake in the specified pilgrimage, including reference to the itinerary, destinations and pilgrimage start date.

If you are suffering from illness or disability or undergoing treatment for any physical or medical condition you must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment required during the pilgrimage. We may, in our discretion, decline your booking if we are of the view that we cannot provide for any or all of your special needs or if we feel your health, safety or enjoyment, or that of any other passenger attending the pilgrimage may be at risk. Failure to make such disclosure will constitute a breach of the terms and conditions and may result in you being excluded from the pilgrimage in which case all monies paid will be forfeited and we will not be liable to pay any compensation whatsoever. Enthusiastic Buddhist Pilgrimages will not be held liable for any decision to allow you to undertake or continue the pilgrimage regardless of any actual or implied knowledge of your current health matter or medical requirements.

If your health or conduct before or after the pilgrimage commences, appears likely to endanger the safe, comfortable or happy progress of the pilgrimage, you may be excluded from all or part of the pilgrimage, in which case all monies paid will be forfeited and Enthusiastic Buddhist Pilgrimages will not be liable to pay any compensation whatsoever to you.

It is recommended that you bring a sufficient supply of medicines for any pre-existing conditions as the same or similar medicine may not be available in any developing countries you visit. Enthusiastic Buddhist Pilgrimages will not be able to assist in obtaining any medicine required by you while on the pilgrimage. Further, it is advised that you bring medicines for motion sickness, diarrhea, constipation, sore throats and cold or flu as these are the most common ailments affecting travelers in the countries listed in the itinerary.

Enthusiastic Buddhist Pilgrimages will not be held liable for any medical condition that arises while on the pilgrimage. It is your responsibility to ensure that you are adequately prepared for any injury or illness while on the pilgrimage. In making these preparations you should be aware that while on the pilgrimage you may be taken to remote or rural areas where doctors and hospitals are not readily available.

Generally, we do not allow travelers under the age of 15 years on scheduled itineraries. However, on a trip by trip, basis, we will make exceptions for under-15s travelling with their legal guardian. The decision for any person less than 15 years of age to travel on our scheduled itineraries is at the absolute discretion of us. Passengers between 15 and 18 years (from the pilgrimage start date) must be accompanied by an adult.

## VACCINATIONS

Before you travel it is important that you find out what vaccinations (if any) are required for travel to your intended countries. It is your responsibility to ensure that you have all the required vaccinations for your pilgrimage. We are not a medical body and any recommendation by us is simply a guide. It is essential that you contact your medical practitioner or a travel clinic for accurate and up to date advice.

In particular you should look at immunizations for Hepatitis A, Typhoid, Tetanus and Polio. Precaution against malaria may be desired. At the minimum you should bring insect/mosquito repellent and wear long sleeve tops and pants particularly during dusk and dawn during the pilgrimage.

For entry into India, immunization against Yellow Fever is essential for travelers from many parts of Africa and South America and you will be asked to present your Yellow Fever Certificate at the Indian border. More information is available at: <http://boi.gov.in/content/health-regulation>

We recommend that you visit a travel doctor at least 60 days prior to embarking on the pilgrimage in order to ascertain the specific requirements of each country. This will also enable enough time for any vaccinations to take effect before beginning your travel.

## SPECIAL REQUESTS

If you have any special requests regarding meals or room sharing arrangements, you should inform us at the time of submitting your registration form. We will try to meet such requests; however, as these do not form part of this contract, we do not guarantee to do so. If we confirm that a special request has been noted or passed on to a supplier, and is referred to on a confirmation invoice or elsewhere, this is not a guarantee to meet it. You will not be specifically notified if a special request cannot be met. We do not accept bookings conditional on the fulfillment of any special request.

If you have any requests, complaints or grievances during the pilgrimage, you should bring it to the attention of your pilgrimage leader in the event that reasonable endeavors may be taken to rectify the situation. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip. You must first use all reasonable endeavors to negotiate with us in good faith to settle any dispute before commencing proceedings in any court or tribunal.

## ROOM TYPES AND SINGLE SUPPLEMENT

For requests to share a room with an unknown traveler on our pilgrimage, you do so with full knowledge that we cannot guarantee the compatibility or medical fitness of your roommate. A single supplement surcharge will apply at the time of booking. If you remain matched throughout the entire pilgrimage, you will be refunded the single supplement rate within two weeks of the completion of the pilgrimage.

We do not accept any responsibility for the suitability of your allocated roommate. If at any time during the pilgrimage, you consider your roommate unsuitable, we will use reasonable endeavors to arrange single accommodation for you for the remainder of the pilgrimage, subject to availability, using the pre-paid single supplement rate. You acknowledge that if there is no availability of single accommodation for the remainder of the pilgrimage, you will be required to continue to share with your allocated roommate for the remainder of the pilgrimage.

Please note that single rooms, especially in Nepal and India, may be smaller than double rooms.

## ACCEPTANCE OF RISK

You acknowledge that the nature of the trip 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 your daily lives, and where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home. By making a booking with us you acknowledge that travel to foreign countries and/or remote areas visited by this pilgrimage involves numerous risks and dangers and you accept and agree that we shall not be liable to you for any loss, cost or damage you may incur as a result of these risks. These risks include, but are not limited to: the possibility of injury or death; psychological trauma; disease; loss or damage to property; inconvenience and discomfort; the forces of nature; travel on foot or by boat, plane, automobile, or other means of conveyance; trails, hotels, vehicles, boats or other means of conveyance which are not operated nor maintained to standards common in your home country, including vehicles not fitted with safety belts; civil unrest; terrorism or other criminal acts; war; the hazards of traveling through mountainous terrain, at high altitudes, or to undeveloped areas; changes to flight schedules or flight cancellation; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention if provided; physical exertion to which you are unaccustomed or for which you are not prepared; Force Majeure events; or any other circumstances beyond our control.

All bookings are accepted on the understanding that you appreciate the risks and hazards of traveling within the countries identified in your itinerary and you undertake the pilgrimage at your own volition.

You acknowledge and agree that where the pilgrimage, or any part of it, accommodation, flights or any other goods or services is not directly provided by us or our staff, but provided by a service provider, in the event of any dispute or claim including for loss, damage, breach of contract or

negligence arising from the conduct of the service provider, you must pursue your claim directly against the relevant service provider.

#### LIMITATION OF LIABILITY

You acknowledge and agree that Enthusiastic Buddhist Pilgrimages accepts no responsibility and shall not be liable in any way or to any extent, and you release Enthusiastic Buddhist Pilgrimages, our officers, employees, agents and representatives from any and all responsibility or liability, for any accident, damage, loss (including loss of enjoyment), injury, sickness, death, cancellation, delay, detention, deviation, substitutions, inconveniences, or additional expenses resulting therefrom, over the course of this pilgrimage or via any travel to or from the pilgrimage, regardless of cause, including but not limited to: (a) accident; (b) sickness; (c) weather; (d) political turmoil; (e) natural disaster; (f) unrest; (g) delays or changes in air service; (h) delay or loss of baggage; (i) any personal injury or death resulting from the acts or omissions or negligence of any third parties providing goods or services to you, including hotels, air carriers, transportation providers, medical personnel or restaurateurs; or (j) any pilgrimage risks or other aspects of the pilgrimage notified to you in the contract.

You acknowledge and agree we are not liable to you, under any circumstances, for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses.

If you participate in an activity not specifically detailed in the pilgrimage itinerary, you accept all responsibility for taking part in such an activity and indemnify us against any and all claims related to such an activity. All bookings are accepted and executed with utmost care, yet no responsibility is taken for any change or deviation on account of factors beyond our control.

**YOU ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO BE RESPONSIBLE FOR YOUR OWN WELFARE AND ASSUME ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH. As lawful consideration for being permitted to participate on such pilgrimage(s), YOU HEREBY RELEASE AND DISCHARGE ENTHUSIASTIC BUDDHIST PILGRIMAGES AND ITS EMPLOYEES OR ASSOCIATES FROM ALL ACTIONS, CLAIMS, OR DEMANDS FOR DAMAGES RESULTING FROM YOUR PARTICIPATION IN THE PILGRIMAGE(S).**

You agree that the foregoing obligation shall be binding upon you personally, as well as upon all members of your family including any minors accompanying you, your heirs, executors, administrators, assigns, and legal representatives; it being your intention to fully assume all the risk of travel and to release Enthusiastic Buddhist Pilgrimages from liability to the maximum extent of the law. You understand that all reservations are subject to acceptance by Enthusiastic Buddhist Pilgrimages and upon acceptance shall be deemed to have been entered into and to be performed in the Australian Capital Territory, Australia.

You consent to us using photographic or film images taken of you and/or your family members during the pilgrimage 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.

## WARRANTIES

To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded. Where the legislation implies any condition, guarantee or warranty which cannot be excluded, our liability to you for breach of such an implied condition, guarantee or warranty, is limited to one or more of the following: (a) if the breach relates to goods: the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or if the breach relates to services: the supplying of the services again or the payment of the cost of having the services supplied again.

## GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the Australian Capital Territory, Australia and each party agrees to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory, Australia as regards any claim or matter arising under this agreement.

## PICTURES AND IMAGES

We cannot guarantee that every scene or highlighted feature in a pilgrimage brochure or itinerary will be available on every pilgrimage. No refunds are given for missing a depicted scene or photographic opportunity. Some images may have been digitally enhanced.

## DEFINITIONS

“Joining fee” is the mandatory fee to be paid by you to reserve your place on the pilgrimage, in the amount we notify to you at the time you place your booking.

“Deposit” is the amount designated by us, to be paid by you, to secure your flight bookings and pay hotel advances to confirm your accommodation for the pilgrimage.

“Final payment” is the full amount of the pilgrimage price or the balance of monies owed by you to us for the cost of providing the pilgrimage.

“Pilgrimage price” is the total amount payable by you to us for participation in the pilgrimage and includes your joining fee, deposit and any additional fees or charges as set out in the contract.

“Itinerary” means your itinerary for your pilgrimage as amended from time to time by us in accordance with the contract.

“Service provider” means an independent contractor engaged by us to provide any part of the pilgrimage services.

“Single supplement” is the additional cost you must pay as part of the pilgrimage price if you choose not to share a room or elect to share a room with an unknown traveler of the same gender.

“Pilgrimage” means the pilgrimage you have booked with us as outlined in your itinerary, as amended in accordance with these terms and conditions.

“Pilgrimage start date” means the first date of the pilgrimage as detailed in your itinerary.

“Website” means Enthusiastic Buddhist Pilgrimages’s website at [www.enthusiasticbuddhistpilgrimages.com](http://www.enthusiasticbuddhistpilgrimages.com).

“You” means each individual who books a pilgrimage with us. A separate contract will apply between each individual and us.

#### SEVERABILITY

In the event that any term or condition contained in these terms and conditions is 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.

#### UPDATING OUR TERMS AND CONDITIONS

We reserve the right to update and/or alter these terms and conditions at any time, and it is your responsibility to be familiar with them. The latest terms and conditions can always be found on our website [www.enthusiasticbuddhistpilgrimages.com](http://www.enthusiasticbuddhistpilgrimages.com) and will supersede any previous versions.