



WHALES UNDERWATER & FOTO FRENZY BOOKING FORM

PERSONAL INFORMATION - One Form for each participant/ traveller, including minors

Title: _____ First & Middle Name: _____ Last Name: _____
Address: _____
City: _____ State: _____ Postcode: _____
Country: _____
Phone (H): _____ Phone (W): _____
Mobile: _____ Date of Birth: _____ / _____ / _____
Facebook: _____ Instagram: _____
Personal Email: _____
Alt Email: _____

TOUR / WORKSHOP

Tour/Wshop Name: _____
Tour/Wshop Code: _____ Start Date: _____

PASSPORT & FLIGHT INFORMATION

Name as Shown on Passport: _____
Passport No: _____ Issue Date: _____ Expiry Date: _____
Nationality: _____
Airline: _____ Flight No: _____
Arrival Date & Time: _____ Departure Date & Time: _____
Guests you are travelling with:
Guest 1 Name: _____
Guest 2 Name: _____
Guest 3 Name: _____

ACCOMMODATION

I understand that accommodation is based on a twin share room, min 2 people per room. I would like to request the following but understand that it is subject to availability and a 'first in first serve' allotment. Please tick.

- I would like to request a Single Supplement and understand there is an additional charge for this.
- I would prefer to share a room with someone of the same gender.
- I would prefer to twin share with: _____ (Full Name:)

DIETERY REQUESTS & ALLERGIES

Due to the remote location of the tour we will do our best to meet dietary requirements and have alternative foods available. You must provide this information well in advance, or we may not be able to cater for your requirements.

Please be specific: _____

Please list ANY Allergies: _____

Please list ANY Medical Conditions: _____

CREDIT CARD INFORMATION

Credit Card No: _____

Name on Card: _____

Type MC/VISA: _____ Secure Code/ CVV No: _____

Billing Address: _____

Expiry Date: _____ / _____

PAYMENT SCHEDULE FOR VISA or MASTERCARD PAYMENTS

- Where a tour or workshop requires a deposit to hold a booking, an Deposit amount of AUD\$1500 will be charged against your Credit Card within 7 days of the receipt of this Booking Form.
- The balance of the tour price is due on April 1 in the year of travel for Whales Underwater tours in Kingdom of Tonga, or 120 days prior to tour departure for other tours.
- We will email you a reminder before we debit your Credit Card for balance payment.
- These VISA and MASTERCARD payments attract a 1.5% surcharge.
- If you wish to alter your payment method for any balance payments, please contact us.

CREDIT CARD INFORMATION - Terms and Conditions

I hereby confirm that all the above information is correct and true and I am happy for Finlap Pty Ltd t/a Whales & Foto Frenzy to access this information when taking the booking for me.

By signing this form I authorise Finlap Pty Ltd t/a Whales Underwater & Foto Frenzy to keep my credit card details on file and access these details for all payments as per the schedule listed above or other payments that have been discussed and authorised by me.

FOTO
F R E N Z Y



Finlap Pty Ltd t/as Whales Underwater and Foto Frenzy
PO Box 105 Sandgate, QLD 4107, Australia

E: reservations@whalesunderwater.com | bookings@fotofrenzy.com.au | T: +61 4 27 127

484 ABN 73389739003 Finlap Pty Ltd

TRAVEL INSURANCE

It is highly recommended (and is a requirement of the tour) that you obtain a comprehensive level of travel Insurance. We highly recommend that this cover includes Emergency Evacuation due to the remote locations of some Tours. It is also recommended that you have sought advice from your Travel Agent to ensure you have the adequate cover in place. **Please tick and initial.**

I have sought advice about my travel insurance cover from my Travel Agent and I have obtained adequate travel insurance for my travels. Initial:

Insurer Name: _____ Cover Type: _____

Policy Number: _____ Emergency Number: _____

Please also be sure to take a copy of your Insurance Policy, emergency number and policy number with you.

EMERGENCY CONTACT

i.e. the person to contact in the event of an emergency while you are away

Full Name: _____ Relationship: _____

Mobile incl Country Code: _____ Phone (H) include Country Code: _____

Phone (W): _____ Email: _____

DIRECT DEPOSITS:

Payments can be paid to us by direct deposit or we accept credit card (additional 1.5% Visa/Mastercard).

Our direct deposit details (for domestic payments the swift code is not required).

All payments need to be received in Australian Dollars and confirmation emailed to us at time of payment.



Account Name: **Whales Underwater**

BSB: **06 4430**

Account Number: **1140 4310**

Swift Code: **CTBAAU2S**

Bank: **Commonwealth Bank of Australia**

Bank Address: **Southport QLD**

Reference: **your full name & tour**



Account Name: **Foto Frenzy**

BSB: **06 4430**

Account Number: **1141 0040**

Swift Code: **CTBAAU2S**

Bank: **Commonwealth Bank of Australia**

Bank Address: **Southport QLD**

Reference: **your full name & workshop**

BOOKING TERMS & CONDITIONS

Costs

Travel costs are based on ground costs, fuel prices, ship charter rates etc. While we will do our best not to increase any prices after you have made your booking, this is sometimes outside our control. We reserve the right to amend our pricing. Amendments should occur only in the event of significant surface increases and/or marked fluctuations in the exchange rate upon which the land content is based or large fluctuations in fuel costs. Any increase in price must be paid by you before your departure.

Responsibility: This is very important. Please read carefully:

Whales Underwater and Foto Frenzy reserve the right to alter or modify arrangements for any reason, and in any way necessary in the interest of our clients or due to circumstances beyond our control. This may mean changing the date of departure or the conclusion of the tour, the scheduled point of departure for the tour, by omitting or changing any scheduled stop on the tour or change the scheduled place of conclusion for the tour whether before or after the tour has departed, without prior notice to you. You will have no right to any refund and Whales Underwater and Foto Frenzy will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes. Whales Underwater and Foto Frenzy reserves the right to cancel any tour prior to departure in which case any payment made by you will be refunded in full and you will not be entitled to make any further claim for compensation or damages, for any loss, consequential damage, expenses, loss of time or inconvenience which may result from such cancellation. If the nominated tour leader was not able to accompany the group, we reserve the right to substitute an alternative guide. For some tours minimum numbers may need to be met before the tour leader will be guaranteed to accompany the group or the tour may alternatively not operate without the required minimum numbers. If the group are still wanting to travel unaccompanied instead of cancelling, we would offer this chance if possible and a discount would be offered for this inconvenience of being unaccompanied in these unlikely circumstances.

Indemnity Waiver Acknowledgement

By signature(s) (or clicked check box do approve) as set forth, I acknowledge and confirm : Except to the extent that this waiver may be prohibited or restricted by the Trade Practices Act 1974 or other legislation that may exist from time to time in Australia, I hereby release Whales Underwater and Foto Frenzy, its employees and agents and any contracted service providers and licensors or licensees of it from all claims and actions that I/we have or may have at any time in the future against them or any of them, howsoever arising, for bodily injury or death, that I/ we may suffer as a result of my/our participation in any trip organised with, or in conjunction with Whales Underwater and Foto Frenzy. I am aware that adventure travel, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which may include: physical exertion for which I may not be prepared, weather extremes subject to sudden and unexpected change, remoteness from normal medical services, evacuation difficulties if I am disabled. I accept all the inherent risks of the proposed adventure tour and the possibility of bodily injury or death resulting there from. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer for bodily injury or death Whales Underwater and Foto Frenzy can, at my cost, arrange medical treatment and emergency evacuation services, as Whales Underwater and Foto Frenzy deems essential for my safety. In entering into this Agreement, I am not relying on any oral, written or visual representatives or statements by Whales Underwater and Foto Frenzy or its staff or any other inducement or coercion to go on the adventure trip, hence, only of my own free will. I confirm that I am over the age of 18 years and that I have read and also understand the terms and conditions of contract and this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, governed in all respects by and interpreted in accordance with the law of the Commonwealth of AUSTRALIA. If I am under 18 years, my legal guardian or parent will accompany me and assume all responsibility for signing this on my behalf.

Cancellations

Travel Insurance is essential for you to participate on our tours and should include cancellation insurance. If it becomes necessary to cancel your tour, we ask that you notify Whales Underwater and Foto Frenzy in writing. Cancellation will take effect upon receipt by Whales Underwater and Foto Frenzy of your written notice. You will lose 50% of your deposit for cancellations made prior to February 1 in the year of your expedition's departure (for Whales Underwater tours in Kingdom of Tonga) or 180 days prior for other tours. Cancellations made after April 1 in the year of your expedition's departure (for Whales Underwater tours in Kingdom of Tonga) or 120 days prior for other tours will result in loss of 100% of full monies paid. If cancellation takes place less than 120 days prior to departure or after April (for Whales Underwater tours in Kingdom of Tonga) of the year you are traveling, you will still be required to pay the full cost of the expedition.

Deposit transfers are subject to availability and are only valid on expeditions that depart within the same year as intended travel for the same tour type. Deposits or Monies paid may be transferred towards a different expedition for a fee of \$500AUD if notified before April 1 in the year of your expeditions departure (for Whales Underwater tours in Kingdom of Tonga) or 120 days prior to tour departure for other tours. You are permitted one transfer only. Funds will not be held in suspense and new booking must be advised at time of requested transfer. You must pay the difference between the original booked price and the price of any transferred booking including the new deposit amount.

Delay or Change of Itinerary

Whales Underwater and Foto Frenzy may for any reason change the date of departure or conclusion of the tour, the scheduled point of departure for the tour, omit or change any scheduled stop on the tour or change the scheduled place of conclusion for the tour whether before or after the tour has departed, without prior notice to you. You will have no right to any refund and Whales Underwater and Foto Frenzy will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes. Whales Underwater and Foto Frenzy reserves the right to cancel any tour prior to departure in which case any payment made by you will be refunded in full and you will not be entitled to make any further claim for compensation or damages, for any loss, consequential damage, expenses, loss of time or inconvenience which may result from such cancellation.



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Health, Fitness, Trip Grades and Age Limits

It is your responsibility to advise Whales Underwater of any pre-existing medical conditions and /or disability that might reasonably be expected to increase risk of you requiring medical attention, or that might affect the normal conduct of an expedition and the enjoyment of other tour members. Whales Underwater and Foto Frenzy reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. Whales Underwater and Foto Frenzy also reserves the right to cancel your participation in an expedition at any time, including after the commencement of the trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other expedition members. Any person under 18 years of age must travel with their legal guardian. Travelling when pregnant is not recommended for many adventure destinations in remote areas.

You will not be permitted to participate in many activities if you are found to be intoxicated and you may be instructed to leave the tour for safety reasons.

Mandatory Travel Insurance

Passengers travelling with Whales Underwater and Foto Frenzy are required to be covered by a travel insurance policy that includes personal property and effects coverage and includes emergency evacuation coverage. We travel to many remote regions of the world and we recommend that the policy's emergency evacuation benefit be higher than minimum and cover you for remote or Polar Evacuation should it be required. Please ask seek advice from your travel agent about travel insurance. You will also need to notify the insurer of any pre-existing medical conditions you have as your policy may not be valid if you have not clarified this with them.

Whales Underwater and Foto Frenzy and it's employees are not responsible for the actions, defaults or negligence of any suppliers i.e. accommodation, food and equipment providers etc it engages for the purposes of the tour, except where the loss or damage arises from the specific direction given by the Tour Operator to those providers. Travellers should direct all claims to those providers and be aware that they are bound by the conditions of travel or accommodation imposed by those providers and that these claims will be limited/restricted to the laws and requirements of the country that you are traveling to and you have sort advice from your travel agent for the appropriate insurance advice.

Authority of the Expedition Leader

At all times the decision of the Whales Underwater and Foto Frenzy workshop or expedition or tour leader or representative will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the Whales Underwater and Foto Frenzy expedition leader makes about your ongoing participation in the trip or certain activities that compromise part of the trip. At all times you must respect the authority of the Whales Underwater and Foto Frenzy tour or expedition leader, any misbehaviour or disrespect of the local peoples, the environment or the wildlife will not be tolerated. If you fail to comply with a decision made by the Whales Underwater and Foto Frenzy tour or expedition Leader, or interfere with the well-being of the group, the Whales Underwater and Foto Frenzy expedition leader reserves the right to terminate this contract and order you to leave the tour immediately, with no right of refund. All local laws must be abided at all times.

Language

All of our tours are conducted in English and proficiency in English is required for understanding safety briefings and instructions during your tour. If you require tours in an alternative language, please notify us as we may be able to find you a suitable alternative.

Usage of Images

Passengers travelling with Whales Underwater and Foto Frenzy, extend permission to Whales Underwater and Foto Frenzy to take their photograph during the workshop, tour or expedition, and release all rights over those images; and understand and consent that Whales Underwater and Foto Frenzy may use any likeness taken of you and your comments for future publicity and promotional material. Any passenger who does not wish to be photographed must advise Whales Underwater and Foto Frenzy in writing prior to expedition commencement.

Snorkelling/Diving/Free Diving/Swimming competency

If your tour requires that you are a competent swimming and/or familiar with snorkelling techniques, please advise your experience level as accurately as possible. For some tours special equipment may be required to be used and instructions on usage provided. for some SCUBA diving activities, a certain level of experience and qualification level is required. Eligibility to SCUBA dive is individually assessed aboard by the Dive Master. You will be required to provide proof of certification level and proof of dives logged will also be required.

Feedback

If you have any complaints about your trip, you must make it known at the earliest opportunity to the Whales Underwater and Foto Frenzy tour workshop or expedition leader or representative, who will be able to take appropriate action. If at the end of the trip you feel that your complaint has not been properly dealt with, please notify us in writing within 30 days of the end of your trip.

Agreement on non-competition

I acknowledge and confirm that I will not use, copy or gain any benefit or advantage from, any trade secrets, confidential information or intellectual property owned by or associated with Finslap Pty Ltd, its subsidiaries, associate entities or body corporates, except where any use and/ or disclosure is permitted by Australian law. I further agree not to engage in any trade, activity, or other venture, that may give rise to any damage, competition or loss to Finslap Pty Ltd its subsidiaries, associate entities or body corporates.



I have read and understand the Liabilities and Responsibility section detailed above on the form and the General Information and Special Booking Conditions as set out in the tour information literature and accept them on behalf of myself and my party. I declare that I/they are not travelling against any medical advice. I Agree that the jurisdiction in which any claim against Whales Underwater or Foto Frenzy must be lodged, heard and managed in/by the courts of the Commonwealth of Australia.

Signature: _____ Date: ____ / ____ / ____

Print Name: _____

Details of Parent/Legal Guardian if traveller is a minor / under 18 years of age:

Parent/Guardian Signature: _____ Date: ____ / ____ / ____

Title: ____ First / Middle Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Postcode: _____

Country: _____

Phone (H): _____ Phone (W): _____

Mobile: _____ Date of Birth: ____ / ____ / ____

Personal Email: _____

Work Email: _____