
AUSTRALIAN 4WD ADVENTURES operated by BACK TRACK ADVENTURES
BOOKING TERMS & CONDITIONS

IMPORTANT: Your Back Track Adventures booking is a legally binding contract and is subject to these booking conditions. You should read them carefully taking particular note of the clauses relating to cancellation, refunds, and your responsibility as the traveller.

PLEASE NOTE: Back Track Adventures is a ground operator, tour operator and travel agent.

- When acting as a **Ground Operator** we are providing the travel service and/or product.
- When acting as a **Tour Operator**, we design your holiday with our local ground operator.
- When acting as a **Travel Agent**, we coordinate and book your travel itinerary with third party travel providers.

In this contract:

"the client" or **"you/your"** refers to the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

"we/us/our/Back Track/Back Track Adventures/BTA" refers to – Trustees for Baker Bambery Family Trust & Trustees for the Drapes Family Trust *Trading as* Back Track Adventures (ABN 23 910 991 873)

"Service Provider/Travel Provider/Third Party Travel Provider" means the company or person who provides you with the Travel Product on terms and conditions agreed with you.

"Travel Product" means the service or product provided by a Third Party Travel Provider, for example a flight, tour, cruise, or insurance.

PRICES AND VALIDITY

Please note that all prices are subject to change at any time, with or without notice.

- Airfare quotes are valid only within ticketing deadlines and airfares and taxes are subject to change until paid in full.
- Prices for tours and all land and cruise arrangements are based on costs and exchange rates applicable when confirming your booking in AUD unless otherwise stated.
- Wholesalers and tour operators reserve the right to adjust prices whether or not you have already made full payment.

DEPOSITS & FINAL PAYMENTS

- You will be required to pay a deposit of \$600 to confirm your booking. Your booking is not guaranteed until this deposit is received, and all services have been confirmed.
- Deposits are at all times non-refundable.
- If we are unable to confirm certain travel products an alternative will be offered subject to your acceptance. If alternative travel arrangements are not accepted by you, we will refund any payments made.
- Final payment is required no later than 8 weeks prior to departure unless otherwise stated.
- Some airfares or services must be paid in full at the time of booking. - Payment deadlines including deposits and final payment will be outlined on your invoice.
- Failure to make payment by due date may result in bookings being cancelled and deposit forfeited.

- Payments made by cheque or direct deposits may take up to business 5days to process.
- Payments by credit cards may incur additional fees, please refer to your invoice.

AGENCY

- When acting as a travel agent, we are booking and selling travel products on behalf of third party travel providers such as transport, accommodation and other service providers such as airlines; coach, rail and cruise line operators; as well as wholesalers.
- Our obligation to you is to make travel bookings on your behalf and, while we exercise care and skill in selecting your travel providers, we cannot guarantee the performance of, nor control the financial stability of, those suppliers and operators.
- All bookings made on your behalf are subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. You are responsible for reading and understanding these terms and conditions before confirming your booking.
- Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason any travel provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.
- Any information obtained from websites, brochures or flyers are the responsibility of the Travel Provider and Back Track is not responsible for any errors or omissions therein.
- You should take out comprehensive travel insurance including insolvency cover at the time of booking.

CHANGES BY YOU

- Any changes requested by you after services have been guaranteed, may change the final quotation price.
- All client names and passport details must be provided to us at the time of booking, and if the details provided to us are incorrect, you will be liable for any cost resulting from changing your details.
- All changes are subject to availability, limitations, and restrictions of the relevant travel provider.
- Each component within the itinerary you have booked carries unique rules and restrictions. These conditions will be provided by your consultant.
- For Back Track Adventures fees please refer below.

CANCELLATION BY YOU

All cancelled bookings will be subject to cancellation penalties which may be as high as 100% of the total booking cost.

- If you wish to cancel all or any part of your booking, we must receive notification of cancellation in writing. Your cancellation is confirmed at the date written notification is received.
- At all times your deposit is non-refundable.
- Cancellation fees apply depending on terms and conditions of Back Track Adventures, individual airfares and travel providers. Please refer to the individual conditions for the relevant third party travel providers.
- No refunds will be made if you leave a trip for any reason after a trip has begun.
- No refunds will be made for accommodation, transport, sightseeing, meals, or services not utilised.

- Where you seek a refund for a cancelled booking for which payment has been made to a supplier, we are unable to provide a refund to you until we receive the funds from that supplier.
- You may be able to claim cancellation costs through your insurance policy. Please refer to the individual cancellation policy of your insurance provider for further details.

CHANGES BY BACK TRACK OR THIRD PARTY TRAVEL PROVIDERS

- If a third party travel provider makes any changes to the confirmed Itinerary, we will notify you as soon as possible.
- Back Track Adventures are not liable for any associated cost with these changes.
- Back Track Adventures reserves the right to change any route or arrangements should conditions necessitate, to offer substitutes of equal value or to cancel the operation of any scheduled service. The Company will not be liable for any loss or damage that may be incurred by any alteration, suspension or curtailment of services.

CANCELLATION BY BACK TRACK

- Back Track Adventures reserves the right to cancel a departure and will advise you of such cancellations no later than 60 days before the tour departure date. This includes but is not limited to – minimum numbers not being reached and circumstances beyond Back Track’s control.
- If you do not pay the balance of your total booking cost within 60 days of departure, BTA reserves the right to cancel your booking and you will lose your deposit.
- BTA will not be liable for any delay in, change to or cancellation of trips due to ‘Force Majeure’. In the event of ‘Force Majeure’ or government travel advice, BTA reserves the right to cancel a departure at any time.
- With any form of cancellation, BTA will try to offer you alternative arrangements. If you do not accept alternative arrangements BTA will offer you a credit to the full value held to be used on any product available through BTA. - BTA will not be liable for any additional costs incurred by you.

CANCELLATION BY THIRD PARTY PROVIDERS

- Third Party providers reserve the right to cancel a departure. In this circumstance we will do our utmost to find you alternative arrangements. If you accept the alternative arrangements, your booking cost will be adjusted, and payment made by you or a credit provided by us.
- Back Track is not liable for any loss suffered by you as a result of the insolvency of any travel service provider. You are responsible for all rebooking costs and associated fees in the event of insolvency of a third party provider.
- Third Party providers will not be liable for any delay in, change to or cancellation of trips due to ‘Force Majeure’.
- With any form of cancellation, most travel providers will offer you alternative arrangements, however, will not be liable for any additional costs incurred by you. If you do not accept alternative arrangements the relevant third party travel provider terms will apply.

FORCE MAJEURE

'Force Majeure' means a circumstance beyond the reasonable control of any party and includes, but is not limited to, acts of God, accident, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, breakdown of communication facilities, natural catastrophe, governmental acts or omission, changes in laws or regulations, industrial or nuclear disaster, explosion, generalised lack of availability of raw materials or energy, adverse weather conditions, fire and strikes.

REFUNDS

- In the event of a cancellation by a third party travel provider, many will offer credits for alternative dates and some may consider refunds.
- In case of 'Force Majeure' or government travel advice, any refunds will be less unrecoverable costs.
- Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we are unable to provide any refunds to you until we receive the funds from that supplier.
- Some third party fees, such as credit card fees, are non-refundable at all times.
- If a third party provider offers a refund BTA reserves the right to retain a service fee commensurate to the work performed to both book and cancel on your behalf.
- We are not responsible for supplier delays in issuance of refunds. Airline refunds can take up to 60-90days to process.
- Once a tour has commenced, refunds will not be made for voluntarily missed activities, meals and accommodation

SCHEDULE OF FEES

Back Track Adventures operated tours:

Change fee: \$150

- Date or name changes made more than 60 days prior to departure

Please note your new trek must depart within 12 months of the original date

Cancellation fee: 100% of all monies paid

- Any changes or cancellations made within 60 days of departure

Third Party provider operated services:

Change and cancellation fees are as per Third Party Provider terms and conditions.

Change fee: BTA will charge \$75 per person in addition to third party provider fees for all domestic changes.

Change fee: BTA will charge \$100 per person in addition to third party provider fees for all international changes.

Cancellation fee: In the event a Third Party provider offers a refund for a cancelled domestic booking, BTA reserves the right to charge \$110 per person in addition to third party provider fees.

Cancellation fee: In the event a Third Party provider offers a refund for a cancelled international booking, BTA reserves the right to charge \$265 per person in addition to third party provider fees.

PASSPORT & VISAS

- All travellers, regardless of nationality, require a passport to depart and enter Australia and all other countries.
- It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fees incurred are your responsibility.
- For International travel, your passport must have a validity of at least 6 months beyond return date and some countries require at least 4 clear pages. - Some countries also require a machine readable passport.
- Non-Australian citizens require a valid re-entry visa.

HEALTH

- You must ensure you are aware of any health requirements and recommended precautions relevant to your travel and ensure you carry all necessary vaccination documentation.
- In some case, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country.
- We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic when booking your travel.
- General health advice for the destination you wish to visit is also available from DFAT www.smarttraveller.gov.au.

TRAVEL INSURANCE

Please note Travel Insurance is strongly recommended for all travel and is compulsory for any Back Track Adventures operated trek or tour.

- We strongly recommend taking out insurance when paying deposits. This may cover cancellation costs for any unforeseen circumstances - please refer to individual insurance policy for details of cover.
- You should consider taking appropriate levels of travel insurance for the destinations to which you are travelling and activities you are participating in.

FREQUENT FLYER RESERVATIONS & SPECIAL REQUESTS

- It is your responsibility to advise Back Track Adventures of all frequent flyer memberships and special requests for flights.
- You should retain copies of your boarding passes.
- Back Track Adventures is not responsible for the inability to accrue points. For more information please refer to your frequent flyer program.
- Special requests will be passed on where necessary to the third party provider but cannot be guaranteed.

COMMUNICATION

- Upon confirmation of your booking BTA will maintain your details on its database to receive updates and newsletters.
- Your subscription can be cancelled at any stage at your request.

LIABILITY

- Subject to Australian Consumer Law, neither Back Track Adventures nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control.
- Agents are not liable for force majeure or any other event which is beyond agent's control or which is not preventable by agent.
- We, our travel suppliers, and you are subject to international conventions when they apply. This may limit the amount of a claim you may be able to make against us or anyone else.
- We are not responsible for, and make no warranty or representation about, the standard, class, or description of accommodation or services provided by Third Party Travel Providers.
- We are not liable for changes we reasonably make to an itinerary or any other aspect of the management of your trip to ensure the safety of you and the team.
- We are not liable for weather conditions; loss of enjoyment; any aspect of goods or services you buy; medical problems or physical difficulties even if you have advised us in advance; your own carelessness or negligence in regards to your behaviour; laws, culture or standard of services in any country you may visit; insolvency of third party travel providers used for your itinerary.

ACCEPTANCE OF RISK

- You accept that all travel has risks involved and that you travel to a destination at your own risk. You must perform your own due diligence in respect to making your own choices regarding destinations, including reviewing all travel advisories.
- You acknowledge that the nature of some of our itineraries, bookings and tours can be adventurous and may involve a significant amount of personal risk. You hereby assume all such risk for all itineraries, bookings and tours, and release us from all losses, costs, damages, expenses, payments, claims or actions arising from illness, injury, disease, loss or damage to property, discomfort and inconvenience or death resulting from these inherent risks.
- It is a condition of our bookings that you must have adequate travel insurance to cover you should you have any problems while away.

GOVERNING LAW

- This contract should be interpreted in accordance with the laws of Australia and the laws of Queensland.
- You consent and submit the exclusive jurisdiction of the courts of Queensland in all matters arising out of or in connection with this contract.

YOUR RESPONSIBILITIES

- You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our terms and conditions and if booking for third parties have conveyed these terms and conditions to them.
- You have read the terms and conditions of any suppliers or third party service providers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.

- You are responsible for reconfirming airline departure times at least 24 hours prior to travel.
- You warrant and acknowledge that you have accessed the Smarttraveller website for any specific enquiries in relation to your intended destination
- You are responsible for all passport, visa, and other required identification documents.
- You obtain relevant Insurance for and not limited to the following suggested items: loss or damage to personal belongings and luggage, death or injury to you or another person, disability, loss of income, amendment or cancellation costs, medical and dental costs associated with new and existing conditions, emergency evacuation and assistance

VEHICLES / DRIVING / YOUR RESPONSIBILITIES

You acknowledge, agree and accept that you:

- Are required to complete and sign a vehicle condition report at time of collection
- Provide a Credit Card for payment of a security bond of \$2000 (per vehicle) which is required prior to departure of the program and refunded on return of the undamaged vehicle as per Australian 4WD Adventures Booking Terms and Conditions.
- Are the over the age of 21 and have two years driving at the time of program commencement date
- Hold a valid and current drivers license which legally authorises you to drive an automatic 4WD vehicle
- Hold a license which is not suspended or disqualified
- Agree to observe and follow instructions and directions provided by the Australian 4wd Adventures guide
- Are aware you will be travelling over unsealed, rough and corrugated roads
- Will respect all signposts when travelling through private land and local communities
- Will respect the rules of the indigenous communities in which you are travelling Will follow instructions, advice and signposts and a failure to do so will be considered negligence and will breach Australian 4WD and Back Track Adventures Adventure Booking T and C's

You acknowledge, agree and accept that you are at all times fully responsible and liable for the following:

- The immediate reporting of any incident to an Australian 4WD Adventures staff member, police or local authority involving damage or loss to any property, vehicle or person.
- Loss or damage to personal belongings and equipment
- The cost of towing, repair or replacement of the vehicle in which you were driving as a result of what is deemed by an Australian 4WD Adventures staff member as negligent driving or reckless behaviour
- All costs due to fines, penalties and tolls incurred by you as driver of the vehicle at the time
- All cost incurred for medical care or medical evacuation.
- Any costs incurred due to delays beyond our reasonable control
- Any loss or damage as a result of you providing incorrect or fraudulent information
- Damage to a vehicle as a result of standing, sitting or placement of heavy items
- Damage to a vehicle and/or any property as a result of driving under the influence of alcohol or drugs

- Damage to the vehicle beyond fair wear and tear, inclusive of windscreen, under body, panels and bar work
- Damage to the vehicle whilst being towed without following instructions and/or adhering to safety precautions
- Damage to a vehicle whilst in the process of winching due to not following the instructions of an Australian 4WD Adventures Guide or staff member, and/or safety procedures
- Damage caused to re fueling the vehicle with incorrect fuel
- Insurance Excess of \$600 for drivers aged 25 and over, in the event of an Insurance claim resulting from an accident, incident or damage caused by yourself
- Insurance Excess of \$1600 for drivers under the age of 25,

Insurance

Our 4WD's are covered for Third Party Fire and Theft.

Please refer to the PDS in the following link, page 44-55.

https://www.nrma.com.au/sites/nrma/files/nrma/policy_booklets/car_pds_0620_all.pdf

Whats included in this cover:

- Loss or damage to your vehicle: Refer to Page 44 of the PDS
- Crash with at fault driver: Refer to Page 45 of the PDS
- Emergency Repairs: Refer to Page 45 of the PDS
- Hire car after theft or attempted theft: Refer to Page 46 of the PDS
- Storage Costs and Temporary cover: – Refer to Page 47 of the PDS
- Towing: Refer to Page 48 of the PDS
- Your uninsured loss recovery - – Refer to Page 49 of the PDS
- Liability Cover: – Refer to Page 55 of the PDS

Travel Insurance is strongly recommended for the destination to which you are travelling and activities you are participating in.

I, _____ agree that I have read and understood the above terms and conditions in relation to my booking. By providing payment I acknowledge that I am bound by these conditions on behalf of all travelling person/s.

Signed: _____

Date: _____