

2023 Booking Terms & Conditions – Self Drive Cape York 4WD Tour

AGREEMENT TO THE BOOKING TERMS AND CONDITIONS:

By completing the Booking Form, confirms I agree to and have read and understood the below 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.

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

PLEASE NOTE: Operator is the tour operator. Acceptance of these Booking Terms and Conditions is acknowledging that this contract is between the client and Operator. 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/tour operator/OPERATOR" refers to –Espresso Moto Burleigh Pty Ltd Trading as Operator. "Service Provider/Travel Provider/Third Party Travel Provider" means the company or person who provides you with additional Travel Product or a service, that is not defined as part of our Tour, 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. "Tour" means, either of the tour operators 11 Day itinerary exclusively. To confirm a tour booking, you and all Passengers travelling under the booking are bound by this agreement, which includes: (1) the standard terms and conditions, and (2) the Booking Confirmation.

CONFIRMATION OF TOUR BOOKING Your Tour Booking Is Confirmed When: (1) you have made the booking with Operator, complete with all the information required; (2) you have paid Operator the Deposit (or other amounts owing at the time of booking), according to the terms of this agreement; and (3) Operator have sent you a Booking Confirmation.

WHAT IS INCLUDED; All goods and services that are included in your tour are as listed in the website as at the date of booking. **SPECIAL REQUIREMENTS** Passengers must notify us of any special requirements (for example medical and dietary) at the time the booking is made. We will endeavour to ensure they are met. However, we cannot guarantee that all special requirements will be met in all instances.

PAYMENT PRICE The Price for your tour is the amount stated in your Booking Confirmation. Prices are based on One Person, Two People (twin share) and Additional People (Maximum one extra adult and two extra children). There are 3 payment types: - Normal payments – for all normal bookings - Early Bird Discount payments – 5% discount for bookings received 9 months prior to tour departure - Group Discount payments – Up to 10% discount (minimum 4 vehicles) All fares include Australian Goods and Services Tax (GST) and are quoted in Australian Dollars (\$AUD).

DEPOSITS To confirm a tour booking, payment must be made at the time of making the reservation. A Deposit or full Price, depending on the payment type chosen, is payable at the time of booking by direct deposit or credit card. For Early Bird Discount payments the booking deposit will be 100% of the tour price per person, minimum of 9 months prior to travel.

PAYMENT Where applicable, the Balance (the difference between the Deposit and the Price) must be received no later than 115 days prior to the date of travel. For bookings made within 115 days of the date of travel, the Balance will be required within 7 days, and in all cases before the date of travel.

CREDIT CARDS surcharge is automatically calculated by Travel Pay.

TRAVEL INSURANCE Please note Travel Insurance is strongly recommended for all travel and is compulsory for any 4WD 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.

YOUR RESPONSIBILITIES You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the tour.

- You have read our terms and conditions and if booking for third parties have conveyed these terms and conditions to them.

- You are responsible for checking the accuracy of all documents provided to you.
- You are responsible for all 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, emergency evacuation and assistance, and (medical and dental costs associated with new and existing conditions, if applicable)

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 payment of a security bond of \$2,000 (per vehicle) which is required prior to departure of the program and refunded on return of the undamaged vehicle.
- Are over the age of 21 and have two years driving at the time of program commencement date
- Hold a valid and current driver's 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 Operator 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 OPERATOR Booking Terms and Conditions. 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 OPERATOR 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 OPERATOR 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 OPERATOR Guide or staff member, and/or safety procedures
 - Damage caused to refuelling the vehicle with incorrect fuel
 - Vehicle damage excess up to a maximum of \$2,000 (being the security bond) based on the cost of repairs required to the vehicle.

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 tours, can be adventurous and may involve a significant amount of personal risk. You hereby assume all such risk for all 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 on our tour.

NO SMOKING POLICY Our vehicles are all entirely smoke free in accordance with relevant state and territory government regulations. Passengers are not to smoke (including e-cigarettes) while on board.

HEALTH Fitness Our tour itineraries contain guided sightseeing walks to natural attractions. As such, adventurers are required to have a reasonable level of fitness in order to participate. Some walking tracks have sections of uneven rocky ground and may be slippery. The walks on our tours vary in length, so please read your chosen itinerary for further information or contact one of Back Track Adventures friendly travel consultants who will be able to describe the walk to you. If adventurers feel they are unable to participate in the walk on the day, alternative arrangements will be made with adequate provision for adventurer comfort and safety.

- **Hydration** Whilst on a bushwalk it is the responsibility of each adventurer to carry adequate drinking water.

- **Mobility** Adventurers are required to have a reasonable level of mobility to be able to board and alight their Croc Vehicle. Adventurers requiring physical or mental assistance must be accompanied by a companion who is willing and capable of providing such assistance.

ENJOYMENT Operator will take all reasonable steps to provide an enjoyable tour. However, no liability will be accepted for any loss of enjoyment experienced by adventurers due to circumstances which are out of our control.

SAFETY Adventurers accept that tours include participation in Recreational Services and Recreational Activities which may involve certain risks and dangers beyond the control of Operator. Such activities containing risks include but are not limited to: bush walking, swimming, and travelling in remote undeveloped locations. The Adventurer acknowledges that all Recreational Services and Recreational Activities in connection with the Tour are undertaken of the adventurer's own free will and at the adventurer's own risk. Adventurers will not be permitted to continue on tours when in the opinion of the Operator Tour Leader, the adventurers conduct or condition is placing their own or the safety of other adventurers at risk, or is adversely affecting the enjoyment of other adventurers, for whatever cause.

TRAVELLING TO REMOTE AREAS Adventurers accept that some itineraries include visits to and overnight stays in remote areas located some distance from hospitals, medical centres or other forms of professional medical facilities. This is particularly the case for Operator in the Cape York Peninsular region.

AMENDMENTS AND CANCELLATIONS TOUR AMENDMENTS Subject to availability, you may amend your booking. If an alternate date is unavailable or unsuitable and you cannot travel on the original date your booking will be subject to our standard cancellation terms detailed below. Amendments for Normal and Early bird Discount bookings are permitted up to 60 days prior to departure. Amendments for Group Bookings are permitted up to 100 days prior. Amendment fees from any third parties who are supplying components of the booking (for example hotels or attractions) may apply.

GUEST AMENDMENTS (DUE TO GOVERNMENT ENACTED BORDER CLOSURES) Amendments for Normal, Early Bird and Group Booking within 115 days of travel up until departure date (due to Government enacted border closures) can be moved to any future travel date (pricing honoured until December 2023). Amendment fees from any third parties who are supplying components of the booking (for example hotels or attractions) may apply.

GUEST CANCELLATIONS All cancelled bookings will be subject to cancellation penalties which may be as high as 100% of the total booking cost. If you cancel your booking with us, you must notify us in writing by email to info@australian tours and cruises.info and pay a cancellation fee in the amount set out below.

- If you wish to cancel 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.

- No refunds will be made if you leave a tour for any reason after a tour has begun.

- No refunds will be made for accommodation, transport, sightseeing, meals, or services as detailed on the tour itinerary if they are not utilised.

- 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.

CANCELLATION FEE EARLY BIRD

Between 270 - 181 days 30% of total price

Between 180 - 116 days 60% of total price

Less than 115 days 100% of total price

NORMAL AND GROUP

More than 116 days 50% of total price

Less than 115 days 100% of total price

CANCELLATION BY OPERATOR The OPERATOR reserves the right to cancel a tour 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 OPERATOR control.

- If you do not pay the balance of your total booking cost within 115 days of the tour departure date, OPERATOR reserves the right to cancel your booking and you will lose your deposit.
- OPERATOR will not be liable for any delay in, change to or cancellation of a tour due to 'Force Majeure'. In the event of 'Force Majeure' or government travel advice, OPERATOR reserves the right to cancel a tour at any time.
- With any form of cancellation, OPERATOR will try to offer you alternative arrangements. If you do not accept alternative arrangements OPERATOR will offer you a credit to the full value held to be used on any product available through OPERATOR. OPERATOR will not be liable for any additional costs incurred by you. 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.

OUR OPERATIONS RESPONSIBILITY & LIABILITY

- Subject to Australian Consumer Law, neither OPERATOR, 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 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 a tour or any other aspect of the management of your tour to ensure the safety of you and the participants.
- 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 regard to your behaviour; laws, culture, or standard of services in any region you may visit; insolvency of third-party travel providers used for your itinerary. Operator is unable to guarantee exact arrival or departure times and is not liable for any failure to make connections with any other service or guarantee the operation of any particular service. 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_0721_nsw_act_tas_qld.pdf Included in this cover:
 - Loss or damage to your vehicle: Refer to Page 42 of the PDS
 - Crash with at fault driver: Refer to Page 43 of the PDS

- Emergency Repairs: Refer to Page 44 of the PDS
- Hire car after theft or attempted theft: Refer to Page 45 of the PDS
- Storage Costs and Temporary cover: Refer to Page 46 of the PDS
- Towing: Refer to Page 47 of the PDS
- Liability Cover: – Refer to Page 53 of the PDS

DISPUTE RESOLUTION Should any dispute arise between OPERATOR and an Adventurer, the parties agree that formal proceedings in a Court or Tribunal will not commence until after the following process has been followed:

- A party provides written notice specifying the nature of the dispute ("the notice").
- The parties will in good faith attempt to resolve the dispute.
- If the dispute is not resolved within 7 days of receipt of the notice, the parties agree to refer the dispute to mediation administered by the Australian Disputes Centre and conducted in accordance with the ADC Guidelines for Commercial Mediation.
- If there is no resolution to the dispute at the expiration of 30 days from the receipt of the notice, formal proceedings may be commenced.

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. PRIVACY the OPERATOR respects your privacy and will only use your personal information in accordance with our Privacy Policy and in accordance with the Privacy Act 1988. You can obtain full details of how we collect, hold, use manage and disclose your personal information from our Privacy Policy, a copy of which may be obtained free of charge by contacting the OPERATOR.