

BOOKING FORM

Byroads Travel is the operator of your tour. Byroads Travel (henceforth referred to as Byroads) is a registered trading name of Byroads Pty Ltd (ABN 88 615 738 746).

It travels with Travel on Q (Bonard Pty Ltd, ABN 40 059 566 184) acts as the sole booking agent for Byroads.

RESERVATION AND DEPOSIT

A deposit is payable on all tours. The amount payable is stated in the Byroads brochure. This deposit must be paid to Travel on Q and accompanied by a signed booking form. When paying a deposit for your tour and signing the Booking Form you accept these conditions.

Your Byroads tour will only be confirmed once the deposit and signed booking form have been received. This Booking Form forms the basis of your contract between you and Byroads.

Travel on Q is an agent of Byroads.

PAYMENT

Payments may be made to Travel on Q by direct deposit or by credit card. If paying by credit card the following surcharges will be applied to the cost of your tour arrangements: 1.65% for Visa and MasterCard, 2.26% for American Express, and 3.85 % for Diners Club.

FINAL BALANCE

The balance of your tour payment is due 60 days prior to the start of your tour. If, for any reason, the balance payment is not received by the due date, Byroads reserves the right to treat such failure to pay the balance as a cancellation and to apply the appropriate cancellation charges.

CANCELLATION BY YOU

If, for any reason, you cancel your tour booking, Byroads shall apply the following cancellation penalties. Charges are per person:

- *Cancellation up to 60 days prior to departure, forfeiture of the total deposit
- *from 59 to 45 days prior to departure, 30% of the tour price shall be retained
- * from 44 to 15 days prior to departure, 50% of the tour price shall be retained
- *within 14 days prior to departure, no refund will be made.

In addition to the above charges, cancellation fees may also apply to any domestic airfare component of your tour. No refund will be made after your tour has commenced or in respect of lost or unused tickets, hotel coupons, meals or any other services not utilised.

AMENDMENTS

Up to 60 days prior to the departure of your tour, any amendment to a confirmed reservation will incur a fee of \$50 per change per file, in addition to any change fees levied by Travel on Q, airlines, or any other service provider. From 59 to 30 days prior to departure, any amendment to confirmed travel arrangements will incur a fee, of \$100 per change per file. Once documents have been dispatched,

any amendment will incur a fee of \$150 per change per file.

TOUR PRICES

Byroads tour prices and provisional tour prices are based on tariffs and prevailing rates of exchange when tours were costed. Prices are subject to change without prior notice. In the event of fluctuations in currency exchange rates, service providers' tariffs, fuel prices or any other cost that affects the price of your tour, Byroads reserves the right to adjust tour prices at any time up to the day of departure.

TOUR OPERATION

Although Byroads will endeavour to ensure that tours are operated as advertised, an express condition of making a reservation is the acceptance by you that the tour itineraries, schedules, advertised accommodation, sightseeing and mode of transportation as outlined in the Byroads brochure and/or supplied in the pre-departure information are subject to change without prior notice. If for any reason Byroads is forced to cancel a tour before it commences, all monies paid in respect of the tour will be refunded in full less any credit card fees collected.

Unforeseeable circumstances such as force majeure, adverse weather conditions such as floods or earthquakes, airline flight rescheduling, technical faults with transportation and road conditions may also have a consequential effect on the content of your tour after it has commenced. Any decision made in respect of tour services provided by Byroads to reroute or amend the itinerary due to the above or similar circumstances shall be at the sole discretion of Byroads. Byroads and Travel on Q shall not be liable for any claim whatsoever arising from such events that affect the schedule and content of your tour

HEALTH AND FITNESS

Byroads operates soft adventure tours. All participants are required to be fit and healthy. Some of the hotels used by Byroads may not have lifts or porters so you must be prepared at times to carry your own suitcase. Before travelling with Byroads, it is your responsibility to familiarize yourself with any health requirements applicable to areas through which you will be travelling.

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 our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

PASSPORTS AND VISAS

Australian passport holders must have at least 6 months validity on their passport after the date of return to Australia. Visas are

required for a number of our tours and it is your responsibility to obtain them. Travel on Q can assist with this process. Non Australian passport holders are asked to check passport and visa requirements at the time of booking.

ITEMS NOT INCLUDED IN TOUR COST

The cost of your Byroads tour includes hotel accommodation, transportation, transfers as specified, sightseeing and meals as indicated in the tour brochure. It does not include international airfares, airport departure taxes, unspecified meals, optional sightseeing, additional transfers, gratuities for hotel staff, guides and tour leaders, items of a personal nature such as laundry, phone calls etc. or any other incidental expenses.

TRAVEL INSURANCE

It is an express condition of travelling with Byroads that you have comprehensive travel insurance including full cover for repatriation. It is highly recommended that you take out travel insurance at the time you pay the deposit to guard against any unforeseen circumstances. If on the first day of your tour you cannot provide evidence that you have purchased comprehensive travel insurance you will be required to purchase a policy before proceeding with your tour.

LIMITATION OF LIABILITY

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties. To the fullest extent permitted by law:

- (i) any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- (ii) Travel on Q acts only as agent for Byroads and accepts no responsibility for the acts and omissions of Byroads or any of its associated service providers for any inaccuracies in information provided, negligence, loss, damage, omission, accident, detention, diversion or theft in regard to luggage or any personal belongings whatsoever.
- (iii) you release Byroads and its officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- (iv) any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (a) the provision of a similar trip to an equivalent value; or (b) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

APPLICABLE LAW

The laws of Victoria, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts Victoria, Australia.