

# STANDARD BOOKING CONDITIONS

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 88615 738 746).

## RESERVATION AND DEPOSIT

A non-refundable deposit of \$1000 is payable on all tours. This deposit must be paid to Byroads and each participating client must complete the Byroads Booking form. When paying a deposit for your tour and completing the Booking Form you agree to accept these conditions. Your Byroads tour booking will only be confirmed once the deposit and completed booking form have been received. These Booking Conditions forms the basis of the contract between you and Byroads.

## PAYMENT

All payments must be made directly to Byroads by bank transfer.

## 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 and including 60 days prior to departure, forfeiture of the total deposit
- From 59 to 45 days prior to departure, 30% of tour price shall be retained
- From 44 to 31 days prior to departure, 50% of tour price shall be retained
- Within 30 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 utilized.

## CANCELLATION BY BYROADS – Prior to Travel

If for any reason Byroads is forced to cancel a tour before it commences Byroads may offer a transfer to an alternate departure or all monies paid by you in respect of the tour will be refunded less any unrecoverable costs. Unrecoverable costs may include but are not limited to monies paid to service providers, airlines, transportation companies, travel agencies and hotels associated with your tour.

## AMENDMENTS

Up to and including 60 days prior to the departure of your tour, any amendment to a confirmed reservation may incur a fee of \$50 per change per file. From 59 to 30 days prior to departure, any amendment to confirmed travel arrangements may incur a fee of \$100 per change per file. Once documents have been dispatched, any amendment may 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.

Unforeseeable circumstances such as force majeure, epidemic, pandemic, adverse weather conditions, floods, earthquakes, airline flight rescheduling, technical faults with transportation and road conditions may also have a consequential effect on the content of your tour. 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 shall not be liable for any claim whatsoever arising from such events that affect the schedule and content of your tour.

If after your trip has commenced and Byroads is forced to cancel your travel arrangements due to reasons outside of its control, Byroads will provide you with a refund of recoverable third party costs only.

## HEALTH AND FITNESS

Byroads operate soft adventure tours. All participants are required to have a reasonable degree of physical fitness and to be healthy. Before travelling with Byroads it is your responsibility to familiarize yourself with any health requirements applicable to the areas through which you will be travelling. This includes obtaining any compulsory vaccinations or medical tests that may be required for entry into your country of travel.

It is your responsibility to have the correct entry and exit documents to the countries that you are visiting. Byroads will assist in providing up-to-date information but cannot be responsible for any changes that may be made by individual governments.

## ACCEPTANCE OF RISK

You acknowledge that the nature of the tour is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes can 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 including your government's relevant travel advice 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

Make sure your passport has a minimum of six months validity remaining, as this is an entry requirement of many countries. Visa requirements will be advised at the time of booking once Byroads has received your passport details. Visas are required for a number of our tours and it is your responsibility to obtain them.

## 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 to cover you for the duration of your tour. This should include full cover for any medical expenses and repatriation if required. It is highly recommended that you take out travel insurance at the time you pay the deposit to guard against any unforeseen circumstances which can lead to your need to cancel your tour. If you are relying on complimentary travel insurance offered through your credit card company or your bank you should ensure that it is suitable for your tour. Some of the policies offered by these institutions may not offer adequate cover. You must provide the policy number, insurance supplier details and emergency contact number to Byroads prior to the issuance of your documents.

## LIMITATION OF LIABILITY

We contract with a network of companies, government agencies and individuals to assist in the running of our tours 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 tour, or any breach of the Booking Conditions, is excluded;

(ii) 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 tour; and.

(iii) 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 tour 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 Queensland, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a tour or these Booking Conditions must be initiated in the courts of Queensland.

