

booking form



To join one of our trips, please complete this form and send it to your nearest Australian Cycle Tours office or your local travel agent, together with a non-refundable deposit of \$400 per person (per trip). On receipt of the form, we will send you a confirmation kit covering all aspects of your selected adventure(s).

PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER
SURNAME: _____
FIRST NAME: _____
ADDRESS: _____
SUBURB/CITY: _____ STATE: _____ POSTCODE: _____
MOB: _____ OCCUPATION: _____
EMAIL: _____
DATE OF BIRTH: (DD/MM/YR) _____ HEIGHT (IN CM): _____
DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO
IF YES, PLEASE PROVIDE DETAILS _____
DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO
IF YES, PLEASE PROVIDE DETAILS: _____
EMERGENCY CONTACT: _____ RELATIONSHIP: _____
MOBILE: _____ EMAIL: _____

PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER
SURNAME: _____
FIRST NAME: _____
ADDRESS: _____
SUBURB/CITY: _____ STATE: _____ POSTCODE: _____
MOB: _____ OCCUPATION: _____
EMAIL: _____
DATE OF BIRTH: (DD/MM/YR) _____ HEIGHT (IN CM): _____
DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO
IF YES, PLEASE PROVIDE DETAILS _____
DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO
IF YES, PLEASE PROVIDE DETAILS: _____
EMERGENCY CONTACT: _____ RELATIONSHIP: _____
MOBILE: _____ EMAIL: _____

TRIPS SELECTED

TRIP NAME: _____ DEPARTURE DATE: _____ ALTERNATIVE DATE: _____
TRIP NAME: _____ DEPARTURE DATE: _____ ALTERNATIVE DATE: _____
ROOM REQUIREMENTS: TWIN DOUBLE SINGLE TRIPLE OTHER ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: _____
HAVE YOU TRAVELLED WITH US BEFORE? AUST CYCLE TOURS YES NO UTRACKS YES NO WORLD EXPEDITIONS YES NO
WHERE DID YOU HEAR ABOUT US? _____

BY TICKING THIS BOX I/WE CONFIRM THAT I/WE HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND DISCHARGE OF LIABILITY [CONDITION 18]. IF AGED UNDER 18, THIS FORM REQUIRES THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN.

CREDIT CARD DETAILS – PARTICIPANT 1

VISA MASTERCARD AMEX
CARDHOLDER'S NUMBER: _____
EXPIRY DATE: _____ I agree to debit this card below amount
CARDHOLDERS NAME: _____ AMOUNT: _____

CREDIT CARD DETAILS – PARTICIPANT 2

VISA MASTERCARD AMEX
CARDHOLDER'S NUMBER: _____
EXPIRY DATE: _____ I agree to debit this card below amount
CARDHOLDERS NAME: _____ AMOUNT: _____

SEND YOUR BOOKING FORM TO:

info@australiancycletours.com.au

AGENT'S STAMP

Please read carefully these terms and conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Australian Cycle Tours, trading as divisions of World Expeditions Services Pty Ltd ACN 107 525 619 (World Expeditions) and you. No variation of these conditions will be effective unless in writing and signed by a person so authorised by ACT. In these terms and conditions reference to "ACT representatives" means tour leaders and staff of ACT and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

By completing and submitting the Booking Form you affirm that you:

- are over the age of 18 and legally competent to give the waiver, release and indemnity contained in it;
- understand that this document is contractual in nature, has legal effect and is not merely a warning nor provided for information purposes;
- understand that ACT have relied upon your execution of the document in allowing your and/or your child's participation in the tour.

Where this document is signed for a participant under 18 years of age, then the parent/guardian signing this document covenants in terms of conditions 17 and 18, in respect of any claim, liability or cause of action that arises out of or is incidental to the child's participation in the tour.

1. How to Book

To reserve your place on a tour/s, you must complete the Booking Form either online or by filling out the paper form and pay a non-refundable deposit of \$400. Some trips require a non-refundable additional deposit or instant payment for a permit. In these instances, refer to the individual trip notes for details.

2. Prices

The prices quoted represent the most current prices, are per person and for escorted trips are subject to minimum numbers. Where minimum numbers are not met on escorted trips by the balance payment due date, a small group surcharge will be offered to ensure the trips operation. Refer to the trip notes for all tour inclusions and exclusions. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied. ACT will try its utmost not to increase tour prices, however, sometimes increases are outside its control and ACT reserve the right to amend tour prices accordingly. Amendments may be necessitated for many reasons including, but not limited to, increases in ground operator services, exchange rate fluctuations, increased fuel costs, airfares, airport charges, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.

3. Payment

The balance of the tour price is payable to ACT 70 days prior to departure. Prices are quoted in Australian dollars (unless otherwise specified) and all payments must be made in Australian dollars. If payment of the balance of the tour price is not received by ACT by the due date you will be taken as having cancelled the tour and cancellation charges in accordance with condition 4 will apply.

4. Cancellations

If you wish to cancel your tour, you must notify ACT in writing whereafter the cancellation will take effect subject to the following:

- If cancellation takes place more than 70 days prior to your departure date your full deposit, and any additional non-refundable deposits paid, will be forfeited.
- If cancellation takes place between 70 & 35 days prior to your departure date 50% of the tour price will be forfeited.
- If cancellation takes place less than 35 days prior to your departure date 100% of the tour price will be forfeited.

The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to ACT by you, may be recovered from you by ACT as a debt due and payable.

5. Amendments/Transfers

AMENDMENTS: To make amendments to your tour arrangements, you must notify ACT in writing. Each amendment to your tour arrangements will incur a \$100 administration fee and you will be liable for any increase in operational expenses occasioned by the amendment. Any change to the tour date is not considered an amendment.

TRANSFERS: If you wish to transfer from one tour to another, you must notify ACT in writing after which the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

SELF GUIDED TOURS:- If your notice is received more than 70 days prior to your original departure date, a \$400 per person per tour transfer fee will apply. In addition, any increase in operational services or extra deposit penalties will apply.

SUPPORTED AND GUIDED TOURS:- If your notice is received more than 70 days prior to your original departure date, a \$100 transfer fee will apply. In addition, any increase in operational services or extra permit/deposit penalties will apply: or

If your notice is received within 70-35 days prior to your original departure date, 50% of your original tour price will be forfeited, or if less than 35 days prior, 100% of your tour price will be forfeited. Note: Any transfer from one tour to another is subject to availability and the agreement in writing of ACT, however, the transfer of a trip from one person to another is not permitted.

6. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre departure fitness training recommendations. You will be required to submit a medical questionnaire as proof that you are fit enough to participate in the tour 70 days prior to departure if you are joining a tour level 6 or 7 or have a pre existing medical condition or are over 70 years of age. Regardless of your level, if you have a pre existing medical condition which is not well controlled and has required medical treatment in the past 24 months, you must also have your doctor complete your medical form to certify you as fit to participate. If you suffer from severe muscular, chest, heart, sight, hearing or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours can take place in remote areas where there is reduced access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility, but insurance may cover you depending on the circumstances. While we do not discriminate by age, please carefully consider your ability to participate on level 7 tours if you are over 70 years of age. ACT reserves the right in its absolute discretion to refuse a participant the right to participate on a tour.

7. Medical Disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to ACT every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to ACT's decision to permit you to go on the adventure tour;
- immediately upon any adverse change in your health or fitness that may be likely to affect ACT's decision to permit you to go on the adventure tour, you will notify ACT in writing of any such adverse change;
- you acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and for the duration of the tour;
- ACT are permitted to disclose medical information to our consultant doctor for an opinion;
- ACT's consultant doctor may exclude you from a tour if he/she deems it necessary;

• you have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to;

• you have taken out a travel insurance policy that adequately covers you for medical eventualities including cover specifically for any pre-existing medical conditions.

8. Tour Leaders

ACT tour leaders and escorts take their responsibilities seriously and if for any reason a tour leader or escort believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, he or she may exclude you from the tour. In this event, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader or escort considers, in his or her sole discretion, that your behaviour or your fitness or mental or physical health is likely to cause danger, distress or annoyance to others, he or she may direct you not to continue and you must follow the tour leader's/ escort's instructions. In this case you will not be entitled to any refund.

ACT reserve the right to change, at any time, the tour leader or escort of any tour. If that happens, ACT will try to ensure that the alternative tour leader or escort has expertise commensurate with that of the original tour leader or escort. Any such change by ACT will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

9. Complaints

If while during your trip you have a problem, please bring this to the immediate attention of the tour leader or relevant supplier (ie. Transport provider, hotelier). If your complaint is not resolved to your satisfaction, please contact your ACT consultant by email or phone and they will endeavour to assist you. If your complaint cannot be resolved locally, please follow this up in writing within 30 days of your return home by writing to our Operations Department at your local ACT office using the recommendations set out in our 'Complaint Handling and Dispute Resolution Policy' as detailed at www.worldexpeditions.com/complaints

10. Cancellation due to tour booking numbers

ACT reserve the right to nominate a small group surcharge where an escorted or guided trip has not reached minimum numbers or to cancel the tour. In case of a tour cancellation, you will be given a full refund of payments made by you to ACT. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from such cancellation including but not limited to visa, passport and vaccination charges, gear purchases or non-refundable flights and taxes.

11. Route changes, Postponement, Cancellation or Delay

ACT reserves the right to either before or during a tour:

- cancel or modify any routes within the tour or objectives set out in the itinerary; or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes; or
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of ACT, it is necessary to do so due to inclement weather, snow or icy conditions or circumstances that are known to us and are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of ACT, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or any aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by ACT. In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation, postponement or delay.

12. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by ACT. The information contained on ACT's website, trip notes and pre departure information is to the best of ACT's belief, correct at the date of publishing.

13. Insurance

Personal travel insurance is not included in the tour price. It is recommended that you are adequately insured for the full duration of the tour in respect of illness, pre-existing medical conditions, injury, death, loss of baggage and personal items, evacuation, cancellation and curtailment.

14. Proof of citizenship or information required to travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation (ie. visas) or failure to provide information. It is a requirement of many countries that your passport is valid for six months beyond the date of your return home to your home country and it is your responsibility to check you have such validity.

15. Airlines and other transport providers

Any material published by ACT, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. If an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by ACT. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

16. Force Majeure

If ACT are prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside ACT's reasonable control, ACT will be under no liability whatsoever to you and may, at its option, by written notice to you, cancel the tour wherein condition 4 will apply in respect of cancellation charges.

17. Assumption of risk

You acknowledge and agree that:

- by the very nature of adventure travel and cycling holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;
- in regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and
- you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself with that information or advice. For the above reasons you therefore accept the inherent and increased dangers and

risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

18. Exclusion of Liability

Save for the guarantees that apply to the supply of services of the kind covered by these terms and conditions under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (ACL), as modified by condition 19, and to the extent permitted by law, you hereby exclude, release and forever discharge ACT and their representatives from liability for all claims including, without limitation, claims for loss of profits, consequential, exemplary and aggravated damages, for:

- (a) your death or physical or mental injury or the death or physical or mental injury of any other person; and
- (b) damage to or loss of your property or the property of any other person, arising from or connected with your participation in the recreational services which comprise the tour.

19. Exclusion of liability from ACL guarantees

Under Subdivision B of Division 1 of Part 3-2 of the ACL, certain guarantees apply to the supply of services of the kind covered by these terms and conditions.

Under section 139A of the Competition and Consumer Act 2010 (Cth) (CCA), ACT may exclude the application of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL in certain circumstances.

To the extent permitted by section 139A of the CCA, ACT exclude the application of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL:

1. in respect of all recreational services, within the meaning of section 139A(2) of the CCA, provided by ACT pursuant to these terms and conditions;
2. limited to liability for:

- a. death; or
- b. a physical or mental injury of an individual (including aggravation, acceleration or recurrence of such an injury); or
- c. the contraction, aggravation or acceleration of a disease of an individual; or
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or affairs in relation to an individual

- i). that is or may be harmful or disadvantageous to the individual or community; or
- ii) that may result in harm or disadvantage to the individual or community,

3. but excluding liability for significant personal injury suffered by a person that is caused by the reckless conduct, within the meaning of section 139A of the CCA, of ACT.

20. Release, Discharge and Indemnity

To the greatest extent permitted by law (including section 139A of the Competition and Consumer Act 2010) you:

- unconditionally release, discharge and agree not to sue ACT in respect of any liability, claim or cause of action that may arise from any act, omission, default, failure or error on the part of ACT, (including any negligent act, omission, default, failure or error) in respect of the supply of the recreational services to you;
- indemnify and will keep indemnified ACT from any liability, claim or cause of action that may be brought against ACT as a result of or in connection with any act, omission, default, failure or error on the part of ACT (including any negligent act, omission, default, failure or error) arising from or in connection with the supply of the recreational services;

• agree that in the event of your death, your estate and personal representatives, executors or administrators indemnify and will keep indemnified ACT from any liability, claim or cause of action that may be brought against ACT by your personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of your death.

This condition 20 is limited to liability for:

- death; or
 - a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
 - the contraction, aggravation or acceleration of a disease; or
 - the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
- i) that is or may be harmful or disadvantageous to you or the community; or
 - ii) that may result in harm or disadvantage to you or the community.

21. Exclusion of Liability Applicable for Victorian clients

This condition applies for clients in Victoria, Australia.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign the Booking Form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in the Booking Form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in this condition is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

NOTE: The change to your rights, as set out in this condition, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

22. Privacy

You permit ACT to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to ACT representatives in order to ensure your safety and ACTI-being but will not be used by them for any other purpose.

23. Waiver

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

24. Severance of conditions

If any part of a condition is illegal, unenforceable, or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

25. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Victoria, in the case the booking is made in the state of Victoria, or
- NSW, in the case the booking is made elsewhere in Australia or from outside of Australia