

# Terms and Conditions

Your contract will be with us as tour operator, unless you have booked a Locally Operated Tour, in which case your contract for our services will be with the relevant Local Operator specified in the reference table above and will be subject to that Local Operator's terms and conditions, in addition to the booking conditions set out below. For any Locally Operated Tour, the Local Operator will also be identified on your itinerary or travel documents and their respective terms and conditions will be available directly on their websites or by contacting them. Should we book a flight on your behalf it will be subject to the conditions of the respective airline, including but not limited to deposit/full payment and cancellation terms.

**Please read all booking conditions carefully. You must not make any booking unless you understand and agree with these booking conditions and any additional terms and conditions as indicated above and/or at the time of booking.**

Bookings can be made through your local travel agent or directly with us and must be secured with a deposit of the amount shown above. A contract between you and us (or between you and the relevant Local Operator) will exist as soon as: (i) we issue an invoice in response to your request for a booking; and (ii) your deposit is paid to us or your travel agent. If your booking is made through a travel agent, we will address all correspondence to that agent.

## PRICE & PAYMENT

The deposit is non-refundable unless we cancel your tour. The balance of your tour must be paid no later than 60 days prior to your tour departure date. If you do not pay within this period we may cancel your booking and your deposit will be forfeited. Full payment is required if you make a booking within 60 days of the departure date. If your booking is a special offer we may require full payment (including any pre and post accommodation and sundry service charges) by such earlier time as specified in the offer.

All discounts apply to the tour price only and do not apply to any flights, visitor taxes, stopovers, pre & post accommodation or transfers. Applicable and valid discounts can be combined to a maximum discount of 10% off the tour price.

Like many other tour operators, our prices are dynamic and subject to change according to market conditions and seasonality. Prices quoted in our brochures are base prices, but the price of your selected tour may be higher. Please check our website for applicable current pricing. We may alter prices and other particulars contained in our brochures and on our website at any time.

After you have booked, changes to (i) the price of fuel; (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and (iii) exchange rates, mean that the price of your tour may change. There will be no change within 20 days of your departure. We will absorb any increase equivalent to 2% of the price of your tour. However, we may charge you for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your tour, you will have the option of accepting a change to another tour (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid. Should the price of your tour go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that tours arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

## TRAVEL DOCUMENTS

Please ensure you carefully read your invoice, tickets and all other documents we send to you as soon as you receive them and contact us or your travel agent immediately if any information appears to be incorrect. We will not accept any liability if you fail to notify us of any inaccuracy in any document within 14 days of us sending them to you or the travel agent. You are responsible for ensuring that you have the correct and valid travel documents including passports, visas and vaccination certificates. We strongly recommend that you verify current documentation requirements with your travel agent or us. Please note requirements change and you must check with your consulate for the most up to date information, including but not limited to visa requirements for the countries visited on your tour. Passports must have an expiry date of at least six months after completion of the tour.

## IF YOU CHANGE OR CANCEL YOUR BOOKING

If you want to change or cancel any aspect of your booking including but not limited to a change to a tour of shorter

duration or different departure date you must notify us in writing. We will do our best to accommodate your requested change but it may not always be possible. All change/cancellation fees must be paid within seven days of the invoice date or on the date of departure, whichever is the sooner.

You may make a request to transfer your booking to another person who satisfies all the conditions applicable to the tour. A transfer request must be made in writing not less than 7 days prior to departure and must include proof of acceptance of the transfer by the new traveller. Both you and the new traveller will remain jointly liable and responsible for the additional costs involved, which will include our Booking Transfer Administration Fee as well as any other applicable travel service provider's charges. Please note that some airlines may refuse such requests and treat the transfer as a cancellation and re-booking.

## CANCELLATION OR MODIFICATION BY US

Every effort will be made to operate all tours as advertised but it must be remembered that our tours are planned up to eighteen months in advance. In the event of unavoidable and extraordinary circumstances we may be required to cancel or materially modify your tour. In these booking conditions "unavoidable and extraordinary circumstances" means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (including, but not limited to, war, threat of war, riot, civil disturbances, industrial dispute, terrorist activity and its consequences, natural or other disaster (such as volcanic ash or hurricanes), nuclear incident, fire, adverse weather conditions (actual or threatened, including snow and fog), closed or congested airports or ports, unavoidable technical problems with transport, unforeseen alterations to public transport schedules, changes to immigration, labour and free-movement laws resulting from BREXIT, rescheduling of aircraft or boats and similar events). If this happens we will offer you a refund of all money paid or, if available, alternative travel arrangements of comparable standard (we will refund any price difference if the alternative is of a lower value). A material modification is one that has a serious impact on your tour and includes a change of departure date, departure time or airport, or change of departure time of more than twelve hours, which would cause substantial inconvenience to you.

A change of accommodation, or transport method/style is not a material modification. We may alter or substitute the type or size of vehicle, or method/style of transport mentioned in the brochure, depending on the number of passengers carried, which can vary from tour to tour. Normally the maximum group size is 18 passengers.

The minimum number of participants required for each tour is displayed on our website. In the event that insufficient bookings have been made as at 60 days prior to departure, we may cancel the scheduled tour, whereupon all money paid by you for your tour will be refunded and no further compensation will be paid.

## OUR LIABILITY TO YOU FOR BACK-ROADS OPERATED TOURS

If the tour does not materially comply with the description in the brochure, we may compensate you to a maximum value equal to the price of the tour. We will only be liable to pay the maximum amount of compensation where there has been a total failure of consideration for your payment.

We will not be liable where any failure in the performance or provision of your tour is due to: (i) your acts or omissions or the acts or omissions of another member in your group; (ii) any third party not connected with the provision of your travel arrangements; or (iii) unavoidable and extraordinary circumstances.

Our liability will in all cases be limited in accordance with and/or in an identical manner to relevant international conventions, including the Carriage by Air Conventions (within the meaning given in section 1(5) of the Carriage by Air Act 1961), the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea and the Convention of 1980 concerning International Carriage by Rail.

We will not be responsible for any loss or damage sustained by you as a result of a contravention of any law or regulation of any of the countries visited while on the tour.

## OUR LIABILITY TO YOU FOR LOCALLY OPERATED TOURS

If your tour is a Locally Operated Tour our obligation to you is to (and you expressly authorise us to) make tour bookings on your behalf with reasonable skill and care and to arrange a contract between you and the relevant Local Operator. We exercise care in the selection of reputable Local Operators but we have

no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to these and all other terms and conditions, including any conditions of carriage and limitations of liability imposed by the Local Operator. Your legal rights in connection with such tours are solely against the Local Operator and are not against us, except to the extent a problem is caused by fault on our part.

## SEATBELTS

You must wear a seatbelt at all times whilst you are in any vehicle. Neither we nor any Local Operator will be liable for any injury, death or claim howsoever arising from any accident if you have failed to comply with this requirement.

## FLEXIBILITY DURING TOUR

Every effort will be made to operate all tours featured in this brochure but there may be a necessity to vary the itinerary that is stated in the brochure, and delays may occur for a variety of reasons beyond our control. The need for a flexible attitude to this type of travel is important. All decisions relating to a tour itinerary will be taken by the Tour Leader, as appointed by us in the interest of the group as a whole. Please note that due to public holidays some sights or activities may not be available on a particular tour. No refund will be made for services which for whatever reason are not used by you once the tour has departed.

## OPTIONAL ACTIVITIES AND EXCURSIONS

Neither we nor our employees, agents and contractors make any representation or warranty in relation to implied or explicit suggestions or recommendations of services, activities and events not highlighted as included in a tour. You are responsible for all risks associated with the transportation to/from, and your participation in, or visitation to, any place, activity or excursion not listed as an inclusion.

During your tour you may be offered the chance to purchase various optional excursions and activities. We do not own, operate or control any of the companies or individuals which provide the optional activities or excursions. Some of the optional activities and excursions may be inherently dangerous and risky. If you want to take part in such optional activities or excursions you must be fit enough to do so and must follow all reasonable instructions. The standards of health and safety which will be adopted by the company or the individual providing the optional activity or excursion will be those of the country where the optional activity or excursion takes place. Please note that these standards may not be the same as you would find in your home country. If you wish to book any optional excursion or activity, you may do so subject to the operator's terms and conditions. Your contract will be with the operator of the activity or excursion and will be governed by local law. We act only as your agent. We accept no liability for any act or omission of any operator or operator's employees, agents or sub-contractors or any losses (whether direct or indirect and howsoever caused) arising therefrom.

## DIETARY, HEALTH AND SPECIAL REQUIREMENT

You must clearly state all your dietary requirements at the time of booking. We cannot guarantee that special dietary requirements can be met and we cannot take responsibility for any such requirements not being fulfilled.

Walking is a fundamental part of our tours. Our tours are not suitable for people with reduced mobility. We are unable to accommodate mobility aids such as, but not limited to, wheelchairs, scooters, walking frames etc. If you have a medical condition or require special arrangements that may affect your tour, we ask that you inform us in writing at the time of booking. We will ask you to complete a medical assessment form to assist us. If we cannot reasonably accommodate your particular needs we may (at our absolute discretion) decline the booking or ask for you to be accompanied by a person who is able to provide full assistance to you throughout your tour. Please be aware that your fellow travellers may be of a diverse age range and from various nationalities.

## YOUR LIABILITY TO US

You will not be permitted to embark or continue on the tour if your mental or physical condition is, in the reasonable opinion of our representative, such as to render you incapable of caring for yourself, or where you become objectionable to other passengers, or you become a hazard to yourself or other passengers, or where you have engaged in any illegal activity during a trip. We will not be responsible for expenses resulting in you being precluded from completing the tour for any reason, nor will we refund you any part of your tour cost. In all cases we will notify you of the reasons why we have taken this action. We will have no obligation to arrange for your return to the point of the tour departure if your condition manifests itself after the tour departure. Further, if the tour involves travel by air, the captain

of your aircraft can refuse to allow you to fly on the aircraft if he believes that you could be dangerous or disruptive to other passengers on the flight.

You agree to indemnify us in full against all losses (direct and indirect and howsoever caused) arising from any third-party actions taken against us for loss or damage caused by you or arising from your participation on the tour.

## INSURANCE & CLAIMS

You must take out comprehensive travel insurance before you travel on your tour. Your insurance protection must include cover for cancellation, medical and repatriation expenses, personal injury and accident, death, and loss of personal baggage and money and personal liability insurance. Evidence of such insurances must be produced to us on request and normally on day one of your tour. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

If you make a claim against us you agree to assign to us or our insurers any rights to take action against any third party supplier/tour operator or any other person or party that may have been wholly or partly responsible for the claim or who we reasonably consider should be a party to the action. You must co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us. If you make a claim against us which is covered by your insurance policy, you agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any). We agree to indemnify you in respect of reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer shall not prejudice your rights against us.

## TRAVEL ADVICE

We recommend that you visit your government's travel advice websites prior to the commencement of travel. In the UK, the Foreign and Commonwealth Office issues travel advice and warnings at [fco.gov.uk](http://fco.gov.uk). The Australian government provides an equivalent service at [smartraveller.gov.au](http://smartraveller.gov.au).

## COMPLAINTS

In the event of any dissatisfaction with the accommodation or any other service provided by us, you must report it immediately to the Tour Leader so that action can be taken to remedy the problem. Failure to immediately notify the Tour Leader of any problem may result in your claim for compensation from us being denied or reduced. Any complaint made to us following the conclusion of the tour should be made in writing within 28 days of completion of the tour. In the event that you do not notify us in writing within 28 days, our ability to investigate the complaint may be prejudiced. In the UK, we can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## DATA PROTECTION

We are committed to protecting your personal information and agree to process your personal information in accordance with our Privacy Notice, which is available online at [backroadstouring.com/about-us/privacy-notice](http://backroadstouring.com/about-us/privacy-notice). In order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide and pass it on to other relevant suppliers who are responsible for parts of your travel arrangements. In many cases this will include transferring your data to overseas recipients (including recipients outside of the European Union). Personal information may also be provided to public authorities such as customs or immigration if required by them, or as required by law.

## SMOKING

We enforce a non-smoking policy on our coaches (although we make frequent stops for breaks) and in most of our accommodation.

## LUGGAGE

There are strict weight limits for coaches when fully loaded. You are only entitled to have one piece of main luggage of standard size. Length plus width plus height must not equal more than 158cm and not weighing more than 20kg. In addition you may bring a daypack.

## PUBLISHING CONSENT

You acknowledge and agree that our future advertising and publicity material may include statements made by passengers, or their photographs, and you consent to such use of your comments or photographic/video likeness.

<b>BACK-ROADS' DETAILS</b>	Top Deck Tours Pty Ltd trading as Back-Roads Touring Co., ABN 30 107 934, 199 Grey Street, South Brisbane, QLD 4101 Australia
<b>LOCALLY OPERATED TOURS</b>	DMC Operations USA Inc. trading as Blue-Roads Touring Company.
<b>DEPOSIT</b>	\$200 per person, payable at the time of booking.
<b>FLIGHT CHANGE AND CANCELLATION FEE</b>	\$60, plus any airline charges (which could be up to the full value of the ticket).
<b>BOOKING TRANSFER ADMINISTRATION FEE</b>	If you transfer your booking to another individual you must pay our fee of \$60 (as well as any other applicable travel service provider charge).
<b>GOVERNING LAW AND JURISDICTION</b>	These booking conditions are governed by the laws of Queensland, Australia. Any dispute in relation to these booking conditions shall be subject to the exclusive jurisdiction of the courts of Queensland.
<b>BROCHURE VALIDITY DATE</b>	Prices quoted in our brochures are calculated on costs and exchange rates at 1 April 2019.

<b>CHANGE AND CANCELLATION FEES</b>	Days before departure	Change and Cancellation Fee (% of tour price)	Pre/post accommodation	Pick Ups/ Transfers
	Over 60	Deposit (cancellations)	Nil	Nil
	31-60	50%	Nil	Nil
	0-30	100%	100%	100%