

Terms and Conditions

Your contract will be with Back-Roads as tour operator, unless you have booked a Locally Operated Tour, in which case your contract for tour services will be with the operator specified above and will be subject to that operator's terms and conditions, in addition to the booking conditions set out below. For any Locally Operated Tour, the operator will 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 these booking conditions carefully. You must not make any booking unless you understand and agree with these booking conditions.

Bookings can be made through your local travel agent or directly with Back-Roads and must be secured with a deposit of the amount shown above. A contract between you and us (or between you and the relevant operator of a Locally Operated Tour) 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 42 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 42 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.

Tour discounts apply to the tour price only and do not apply to any included flights, pre & post accommodation or transfers. Applicable and valid discounts can be combined to a maximum discount of 10% off the tour price. Multi-tour and returning customer benefits cannot be used in conjunction with any other discount prior to September 2017.

Prices quoted in our brochures are calculated on costs and exchange rates as at the Brochure Validity Date. These prices may increase or decrease. We may alter prices and other particulars contained in our brochures and on our website at any time. Before you make a booking we will provide you with details of the current price of your chosen tour.

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.

If you are prevented from traveling as a result of illness, death of an immediate family member, jury service, or other reason beyond your control which we consider significant, we may agree to your booking being transferred to another person who satisfies all the conditions applicable to the tour, subject to you and the other person accepting liability for full payment of the tour cost and any additional costs arising from the transfer and provided that you give us not less than 21 days' written notice of the proposed transfer.

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. We may therefore, at our discretion, modify or cancel any tour, accommodation or arrangement at any time. We will notify you as soon as possible of any changes and they will form part of our contract with you. In the case of any material modification or cancellation, we will, if possible, provide you with three alternatives:

- (1) a tour of an equivalent or closely similar standard and price, if available; or
- (2) a tour of a lower standard together with a refund of the difference in price; or
- (3) cancellation with a full refund of all monies paid.

A material modification is one that has a serious impact on your tour and includes a change of departure date, departure point 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.

Back-Roads may require a minimum number of participants for certain tours. In the event that insufficient bookings have been made as at 42 days prior to departure, we may cancel the scheduled tour, whereupon all money paid by you for your Back-Roads tour will be refunded and no further compensation will be paid. In such circumstances, you agree to release Back-Roads from any further obligations which would have been enforceable had the tour not been cancelled.

OUR LIABILITY TO YOU FOR BACK-ROADS OPERATED TOURS

Save where the provisions of Force Majeure apply, if the tour does not materially comply with the description in the brochure, Back-Roads may compensate you to a maximum value equal to the price of the tour. Back-Roads will only be liable to pay the maximum amount of compensation where there has been a total failure of consideration for your payment.

Back-Roads will not be liable where any failure in the performance or provision of your tour is due to: (a) your acts or omissions or the acts or omissions of another member in your group (b) any third party not connected with the provision of your travel arrangements (c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised or (d) an event which we or a travel service provider, even with all due care, could not foresee or forestall (including but not limited to Force Majeure and unavoidable technical problems with transport and similar events).

Our liability will in all cases be limited in accordance with and/or in an identical manner to any applicable international conventions, including but not limited to the Geneva Convention in respect of carriage by road, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation which set time limits for notifications/claims and limit the amount of compensation that can be claimed for death, injury, delay to passengers/guests and loss, damage and delay to luggage.

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 as listed above our obligation to you is to (and you expressly authorise us to) make our bookings on your behalf with reasonable skill and care and to arrange a contract between you and the relevant 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 the terms and conditions, including conditions of carriage and limitations of liability, imposed by the local operator. Your legal rights in connection with such tours are 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 Back-Roads 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 from that 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 rights or activities may not be available on a particular tour. No refund will be made for services made available by Back-Roads but which for whatever reason are not used by you once the tour has departed.

OPTIONAL ACTIVITIES AND EXCURSIONS

Back-Roads and its employees, agents and contractors make no 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. Back-Roads does 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. Back-Roads acts only as their agent. Back-Roads' Tour Leader will have further details and additional information can be found on our website. Back-Roads accepts no liability for any act or omission of any operator or operator's employees, agents or sub-contractors.

EXCLUSION OF LIABILITY - FORCE MAJEURE

We do not accept liability for any loss, damage or expense resulting from war or terrorist activities threatened or actual, civil unrest, industrial action threatened or actual, weather conditions, fire, flood, drought, closures, unforeseen alterations to public transport schedules, rescheduling of aircraft or boats, epidemic or outbreaks of illness or any other event outside our control which either delays or extends or reduces the tour, or compels a change in the tour arrangements after departure ("Force Majeure").

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. 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 may ask you to complete a medical assessment form to assist us. If we cannot reasonably accommodate your particular needs we may 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 any representative of Back-Roads, 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. 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 indemnify us against all 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 Back-Roads 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 Back-Roads 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 Back-Roads reasonably considers should be a party to the action. You must co-operate fully with Back-Roads should Back-Roads or its insurers wish to enforce those rights which have been assigned to Back-Roads. 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.

COMPLAINTS

In the event of any dissatisfaction with the accommodation or any other service provided by Back-Roads, 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 Back-Roads 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, Back-Roads' 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 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.

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-policy.php. 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 to recipients outside of the European Union). In making this booking, your consent to this information being passed on to the relevant persons is deemed to be given unless you object and advise Back-Roads of your objection at the time of booking. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. This consent applies to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements.

SMOKING

Back-Roads enforces 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 (see the pre-departure information on our website for size limits) and not weighing more than 20kg. In addition you may bring a daypack.

PUBLISHING CONSENT

You acknowledge and agree that future Back-Roads 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.

BACK-ROADS' DETAILS	Top Deck Tours Pty Ltd trading as Back-Roads Touring Co., ABN 30 107 934, 199 Grey Street, South Brisbane, QLD 4101 Australia
LOCALLY OPERATED TOURS	All tours are operated by Back-Roads except the following: "Croatian Islands Sailing", "Northern Italy, Slovenia and Croatia" and "Croatia & The Dalmatian Coast" each operated by Katarina Line d.o.o.; "Iceland Highlights" operated by Exploring Iceland ehf; "The Baltic Highlights" operated by Baltic Blues UAB; "Majestic Morocco" operated by Dar Zarbia DWC LLC; "Dubai Stop Over" operated by Arabian Adventures; "Impressions of Russia" operated by BSI Group; "Explore Eastern Europe" operated by Codan Agentura S.R.O.
DEPOSIT	\$200 per person, payable at the time of booking
FLIGHT CHANGE AND CANCELLATION FEE	\$75, plus any airline charges (which could be up to the full value of the ticket)
GOVERNING LAW AND JURISDICTION	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.
BROCHURE VALIDITY DATE	Prices quoted in our brochures are calculated on costs and exchange rates at 17 July 2017

CHANGE AND CANCELLATION FEES	Days before departure	Change and Cancellation Fee (% of tour price)	Pre/post accommodation	Transfers
	Over 42	\$75 (changes)	Nil	Nil
		Deposit (cancellations)		
	29-42	50%	Nil	Nil
	0-28	100%	100%	100%