

Travel Agent

Outdoor Travel Sherpa Booking Form 2019



This booking form is subject to Booking Conditions. Please write clearly and tick appropriate boxes. All sections in yellow tint boxes must be completed. Fill in Extra Accommodation or Flights sections only if applicable.

Name of trip Start date / / No. of People Departure date from Australia / /

NAMES OF ALL TRAVELLERS *

Title	First name	Surname	Date of Birth Day/Month/Year	Room Type: Double	Twin	Single	Cyclists advise your: Height / Inside Leg	
1.								
2.								
3.								
4.								

EXTRA ACCOMMODATION

Complete only if requesting extra nights accommodation before or after the tour

Arrival date Day/Month/Year	Departure date Day/Month/Year	Place	Hotel Name	No. of nights

DOCUMENTS TO BE SENT TO Home Address

Name Mr/Mrs/Miss/Ms/Dr

Address

Post code Tel. (day)

Tel. (eve) Fax

E-mail

Information & Correspondence Send confirmation of this booking, correspondence and pre-trip information

Electronically (Email + attachments)

By Post

PAYMENT

Deposit

I have Direct Deposited / I enclose a cheque, for the deposit of \$500 per person (higher deposits may be required for some tours).

or

Debit my credit card for the deposit and add the credit card fee.

Balance

I will send you the balance when due.

Debit my credit card for the balance when due and add the credit card fee.

Note final balance is due 100 days before departure.

Card No.

Expiry date CVV

Name on card Date

Signature

FLIGHTS Complete only if requesting us to book your flights.

	Date	From (airport)	To (airport)
Outward			
Return			

TRAVEL INSURANCE Is a mandatory requirement of this tour.

Do you wish us to forward details? 1 2 3 4

Yes, provide me with a quote

No, I have adequate insurance

EMERGENCY CONTACT

Emergency contact whilst travelling:

Name

Telephone

Relationship

SPECIAL REQUESTS

List any other information, dietary requirements, relevant medical conditions, or special requests.

I have read the general information. I understand and accept the Booking Conditions on behalf of all the people named on this form.

Signature:

Return booking form by fax, email or post to:

Outdoor Travel Pty Ltd
 PO Box 286, Bright, VIC 3741
 Telephone: 03 5750 1441 Fax: (03) 5750 1020
 Email: info@outdoortravel.com.au

For additional passengers either photocopy this form or write their details on a piece of paper and attach it.
 * Should each person travelling want a separate invoice and pre-trip information a separate booking form needs to be completed.

OUTDOOR TRAVEL Pty Ltd / SHERPA EXPEDITIONS BOOKING CONDITIONS 2019

Please read this carefully. It sets out your agreement with OUTDOOR TRAVEL PTY LTD, trading as Outdoor Travel, and with their tour operators, service providers and agents. It contains important terms designed to protect your interests and by signing the booking form it binds you and all the members of your party to these conditions. You should also read the Tour Operator Booking Conditions and any other travel information in the brochure, flyer, website or in any detailed itinerary / dossier.

OUTDOOR TRAVEL RESPONSIBILITIES

1) Our Responsibility: OUTDOOR TRAVEL, including the owners, officers and employees give notice that they act only as agents for the operators and service providers who arrange the services described on the flyer.

Outdoor Travel does not itself provide carriage services, accommodation, transport or operate tours. Outdoor Travel acts as an agent for boat hire, accommodation providers, air, coach, shipping, rail and other transport providers, tour operators and other service and product providers (referred to as "service providers or tour operators"). All products and services provided by service providers are provided on those service providers' own terms and conditions, which may include limitations and exclusions of liability.

All bookings with Outdoor Travel and all tickets, vouchers, receipts, coupons, exchange orders and other like documents issued to the client, are subject to each service providers terms and conditions governing the provision of products and services to be provided by that service provider. Outdoor Travel shall not be liable for any acts, omissions or defaults whether negligent or otherwise, of any service provider or tour operator.

Outdoor Travel shall not be liable (whether in contract, tort or otherwise) for any injury, illness, death, loss, damage, expense, delay or inconvenience resulting directly or indirectly from circumstances outside of Outdoor Travel's control, including acts of nature, war, civil disturbances, strikes, floods, acts of government or authorities, breakdowns, accidents, disease, quarantine, terrorism, medical or customs regulations, and alterations, cancellations or delays concerning itineraries, timetables or accommodation.

2) Your Responsibilities: Active holidays can be hazardous if you behave foolishly so don't take risks! In the interests of safety, we ask you to undertake to follow the instruction or advice of the tour operator, guide or representative; comply with any local laws or codes of conduct; and act sensibly and prudently at all times. By signing this booking form you agree to indemnify Outdoor Travel, its owners, officers and employees for all losses and / or damage arising from any act or default on your part or the part of a member of your party. You also accept the responsibility to ensure your personal travel documents (ie full passport, visas, air tickets etc) are in order. Please check these are in order with your travel agent or Outdoor Travel well before departure.

3) Passport, Visa & Vaccinations: It is mandatory that you familiarise yourself with any visa and health requirements that may be applicable in the countries you are visiting. You are responsible for all entry/exit health and any other documents required by laws, regulations, orders, demands or requirements of countries visited or transited. Please note that passport and visa requirements are not the responsibility of Outdoor Travel or that of your travel agent. We recommend that you be in possession of a passport valid for at least 6-months beyond your intended stay overseas.

4) Consular Advice: Official travel advice issued by the Australian Department of Foreign Affairs and Trade is available in Australia by calling 1300 555 135 or visiting their website <http://www.dfat.gov.au> We recommend that you review this information both prior to making your booking and prior to departure. Once outside Australia you should contact the Australian consular office or embassy or their representative in each country for advice or information.

5). How To Book: Your booking comes into effect when Outdoor Travel accept from you or your travel agent a completed, signed **booking form** and payment of a **\$500 per person** per tour non-refundable deposit **and** issue a confirmation. Some tours require a higher non-refundable deposit to be paid and this is detailed in the

individual tour information and will be made clear at the time of booking.

Further information in relation to your tour may be provided in the form of flyers or trip dossiers. Please contact us if you require copies of these documents or have any queries in relation to them. By submitting your booking form and paying your deposit you are deemed to have read, understood and accepted all the relevant tour information. We highly recommend you take out travel insurance **at time of making a booking**.

6) Final Balance Payment: Outdoor Travel's confirmation invoice shows the total holiday cost for the services to be provided and the due date for payment. The balance of the full tour price is payable 100 days prior to the scheduled date of departure.

Payment of the balance or the full tour price may be made by cheque, cash or Direct Deposit without surcharge. If payment of the balance or the full tour price is made by credit card, we will charge you the appropriate credit card surcharge.

If payment of the balance of the tour price is not received by Outdoor Travel by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with the Cancellation Conditions will apply.

Final balance is due for all trips 100 days prior to departure. If a booking is made **after** the balance of the full tour price is payable, the booking is effected when we accept from you a completed booking form and payment of the full tour price.

Prices are quoted in Australian Dollars. All payments must be made in Australian Dollars. Outdoor Travel reserves the right to increase the tour cost at any time due to factors beyond its control, such as currency exchange rates or increases by tour operators or service providers.

7) Holiday insurance: It is a condition of booking this holiday that you and all your group members have adequate travel insurance. Ask Outdoor Travel or your travel agent for policy information.

8) Complaints: If you have a complaint whilst on holiday you **must** report it at the time to the Operator to enable it to be put right. If you feel it is serious, you must also notify us at the time by telephone, email or fax. Written details of any complaint or claim should be provided to Outdoor Travel within 14 days of the completion of the boat hire arrangements.

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

TOUR OPERATOR TERMS & CONDITIONS

Please read carefully the terms in the conditions of contract.

1. Booking Your Tour

In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between World Expeditions Travel Group Limited trading as Sherpa Expeditions (herein referred to as "the Company") and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by the Company. In these terms and conditions reference to "the Company's representatives" means tour leaders and staff of the Company 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.

2. Switching To Another Tour

2.1 Subject to Condition 2.2, if you wish to switch from one tour to another:

2.1.1 you must notify the Company in writing;

2.1.2 you may only switch from one tour to another tour which commences within 12 months of your original departure date;

2.1.3 a \$500 per person charge shall be payable to the Company in respect of all switches;

2.1.4 any additional costs which arise out of or in connection with the switch shall be payable by you;

2.1.5 the following charges shall apply depending upon when you provide notice of your proposed switch of tour;

a. if your notice at Condition 2.1.1 is received within 100 days prior to your original departure date and more than 50 days prior to your original departure date, 50% of your original tour price shall be forfeited; or

b. if your notice at Condition 2.1.1 is received within 50 days of your original departure date, 100% of your original tour price shall be forfeited.

2.2 Any requested change from one tour to another is subject to availability and the agreement in writing of the Company.

3. Transfer of your tour to another person

3.1 Where you are prevented from proceeding with your tour (for example if you are required to undertake jury service, or as the result of the illness or death of a close relative), you may transfer it to another person provided:

3.1.1 you give reasonable notice to the Company;

3.1.2 in the Company reasonable opinion, the person to whom you wish to transfer the tour satisfies all the conditions applicable to the tour, including that the person meets all the medical and fitness requirements of the trip and not receiving confirmation from its service providers that the transfer is acceptable; and

3.1.3 the payment of an administration fee of \$150 per person is made to the Company;

3.1.4 the payment of any additional costs arising out of or in connection with such a transfer are paid to the Company. You should note that it is often not possible to change airline tickets from one person to another and that such tickets may be completely non transferrable and often non-refundable.

3.2 You acknowledge that both you and the person to whom the tour is transferred shall be jointly and severally liable to the Company for the price of the tour, the administration fee and any additional costs arising out of or in connection with the transfer.

4. Amendments

4.1 If you wish to make amendments to your tour arrangements, you must notify the Company in writing as soon as possible.

4.2 Each amendment to your tour arrangements will incur a \$150 per person administration fee and you will be liable for any increase in any additional expenses arising out of or in connection with such amendments. All such fees must be paid before departure.

4.3 Any requested amendment to tour arrangements is subject to availability and the agreement in writing of the Company.

5. Cancellations by you

5.1 If it becomes necessary for you to cancel your tour, you shall notify us immediately in writing. Upon receipt and acknowledgement by us of your written advice, cancellation will take effect.

5.2 For all tours, the following conditions apply:

5.2.1 if cancellation takes place more than 100 days prior to departure, the deposit will be forfeited;

5.2.2 if cancellation takes place 100 days or less and more than 50 days prior to departure, 50% of the cost of the tour will be forfeited; or

5.2.3 if cancellation takes place 50 days or less prior to departure, 100% of the cost of the tour will be forfeited.

5.3 In these booking conditions "the cost of the tour" includes the cost of any extras booked for that tour. 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 the Company, may be recovered from you by the Company as a debt due and payable. Travel insurance should be instigated at the time of booking.

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, where necessary. For many of our tours you will be required to submit a medical questionnaire completed by you or your doctor as proof that you are fit enough to participate in the tour. If you have booked a tour graded 1-3 the only time that a medical questionnaire will be required by your doctor is where you have a pre-existing medical condition or are over 70 years of age. This will be sent to you upon booking and you will be required to return the form completed and signed by your doctor 100 days prior to departure. If you have booked for a tour graded 4-5 you will be sent a medical form upon booking and can complete this yourself and return to us 100 days prior to departure, unless you have a pre-existing medical condition or are over 70 years of age in which case you must have your doctor complete and sign before returning it to us. If you suffer from severe muscular, chest, heart or bronchial disorders, or if you are a severe asthmatic, or have high blood

pressure, you are strongly advised against participating. Tours may take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Medical and evacuation expenses will be the responsibility of the participant. The Company reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds or for any other reason that would impact on the safety of the participant, the guide or any other group member.

7. Medical disclosure

7.1 You declare and warrant that:

7.1.1 you are in good health mentally and physically at the time of booking this tour;

7.1.2 you have disclosed to the Company 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 the Company decision to permit you to go on the adventure tour;

7.1.3 immediately upon any adverse change in your health or fitness that may be likely to affect the Company decision to permit you to go on the adventure tour, you will notify the Company in writing of any such adverse change.

7.2 the Company are permitted to disclose medical information to our consultant doctor and he/she may exclude you from a tour if deemed necessary. You acknowledge that the obligation to disclose under this Condition 7 continues from the time of booking the tour through to departure and extends for the duration of the tour.

7.3 If you fail to comply with the duty of disclosure in this Condition 7 and if the Company would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this Condition 7, the Company will not be liable for personal injury, death or property damage or loss incurred by you. However nothing in this Condition 7 shall exclude or limit our liability for fraud, or for death or personal injury which arises as a result of our negligence.

8. Tour leaders and behaviour

8.1 For the purposes of this Condition "tour leader" includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.

8.2 the Company tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, the tour leader may exclude you from the tour. In this event, but subject to Condition 5, 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 nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, the tour leader may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

8.3 the Company reserves the right to change, at any time, the tour leader of any tour. If this happens, the Company will try to ensure that the alternative tour leader has expertise commensurate with that of the tour leader. Any such change by the Company will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which you may suffer.

9. Cancellation due to tour booking numbers

9.1 The Company reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour. In such circumstances you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including visa, passport costs, vaccination charges, gear purchases, airfares, airport and airline taxes).

9.2 The operational status of your tour will be advised 70 days prior to the start date of your tour. We advise against paying for your international flights until your trip has been confirmed as going ahead.

10. Changes, postponement, cancellation or delays by the Company

10.1 Subject to Condition 11, the Company reserves the right to:

10.1.1 change the date of departure or conclusion of the tour;

10.1.2 modify any aspect of the tour;

10.1.3 cancel or modify any routes within the tour or objectives set out in the itinerary; or

10.1.4 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 the Company, it is necessary to do so due to government travel warning or advice, or any change in such warning or advice, inclement weather, snow or icy conditions or conditions that 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 in the case of any real or perceived health risk (including SARS or bird flu), or if, in the absolute discretion of the Company, 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 the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by the Company.

11. Significant alterations to essential terms

11.1 Most of these changes will be minor, and where changes are minor and in such cases you may seek to switch, transfer or cancel your tour in accordance with Conditions 2, 3 and 5 respectively.

11.2 If there is a significant alteration to an essential term (and this depends upon the nature of the tour and must take into account that adventure holidays require participants to be flexible) then the Company shall advise you as soon as possible.

11.3 If there is a significant alteration to an essential term (or if the tour is cancelled by the Company) you may either:

11.3.1 accept the changes to the tour and proceed with the tour (provided it has not been cancelled);

11.3.2 if the Company is able to offer such an option, accept a replacement tour of equivalent or higher price and/or standard;

11.3.3 if the Company is able to offer such an option, accept a replacement tour of a lower price and/or standard, in which case the Company shall refund you the difference in price if the Company is able to recover such monies; or

11.3.4 the Company shall refund you all monies paid under the contract.

11.4 Other than as set out in this Condition 11, you will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such change, modification, cancellation, postponement or delay (including visa costs, passport costs, vaccination charges, equipment purchases, airfares, airport and airline taxes).

12. Itineraries and brochures

12.1 Itineraries and other details, including minimum operating numbers, 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 the Company.

12.2 The information contained in the Company brochures, itineraries, and website is, to the best of the Company belief, correct at the date of publishing.

13. Insurance

13.1 It is a condition of booking a tour with the Company that before you travel with the Company, you must either:

13.1.1 take out a policy under the travel insurance scheme offered by the Company; or

13.1.2 take out a policy of travel insurance which is acceptable to the Company.

13.2 To be acceptable to the Company, a policy of travel insurance must:

13.2.1 be valid for the entire duration of the tour; and

13.2.2 cover you for illness, injury, death, loss of baggage and personal items, cancellation, curtailment, emergency rescue and repatriation.

13.3 You agree that it is your responsibility to check the adequacy and validity of any insurance policy effected by or on your behalf and you must provide evidence to the Company that you have obtained personal travel insurance.

13.4 You agree it is your responsibility to have cover for any pre-existing medical conditions if applicable and should you not be able to get cover for a certain condition, then you agree to cover any costs associated with repatriation or emergency health care whilst on a the Company tour.

13.5 Personal travel insurance is not included in the tour price.

14. Passports, visas or vaccinations required for travel

14.1 Your passport must be valid for at least 6 months after the date of your return.

14.2 It is your responsibility to obtain a passport, 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 improper documentation or failure to provide information.

14.3 It is entirely your responsibility to obtain the relevant medical advice and vaccinations and make all other necessary preliminary arrangements including compliance with visa requirements, and we accept no responsibility whatsoever in the event that these matters are not dealt with prior to departure.

14.4 In some cases, full and correct passport information is required when a booking is submitted to us in order that we can obtain necessary tickets, permits and visas on your behalf. If you do not supply the appropriate and correct information when you make your booking, we will not be able to make the necessary bookings on your behalf and cannot be held responsible.

15. Airlines and other transport providers

15.1 Any flights or other transport forming part of the tour arrangements are subject to the terms and 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.

15.2 The liability of the Company, any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

16. Tour price revisions

16.1 The price of the tour may be revised upwards or downwards to reflect changes to:

16.1.1 transportation costs (including fuel costs);

16.1.2 dues, taxes and fees and for services such as landing taxes or embarkation or disembarkation fees; and

16.1.3 the exchange rate applied to particular tours.

16.2 the Company will absorb the first 2% of any price increases to your tour.

16.3 The most current prices will be listed on the website so you will be deemed to have visited and to have agreed to these prices before booking.

16.4 the Company reserves the right to modify tour prices up to 30 days prior to the departure date.

16.5 Any increase in tour prices must be paid in full 100 days prior to the scheduled date of departure or on notification.

17. Exclusions from tour price

The items not included in the tour price include personal travel insurance; visa, passport and vaccination charges; departure, airport and airline taxes; meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, personal clothing; medical expenses; beverages and items of a personal nature; emergency evacuation and/or emergency search charges; additional expenses caused by delay, accidents or disruption of planned itineraries; tips; excess baggage charges. Refer to our trip notes for full details of inclusions and exclusions.

18. Force majeure

If the Company is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, adverse weather conditions, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside the Company reasonable control, the Company will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in Condition 11.

19. Assumption of risk

19.1 You acknowledge and agree that:

19.1.1 by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays;

19.1.2 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;

19.1.3 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;

19.1.4 the very nature of the adventure travel undertaken by you may require considerable flexibility on your part, necessitating alternative arrangements to be made to the itinerary at short notice; and

19.1.5 you have submitted your booking for the tour after giving due consideration to relevant travel information including any information or advice issued by the British Foreign Office 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 tour and the accompanying risk of injury, death or property damage or loss.

20. Limitation of liability

20.1 Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities.

20.2 You must show that reasonable skill and care has not been used if you wish to make any claim.

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

20.3 You understand that we will not be liable where any failure in the performance of the contract is due to:

20.3.1 you;

20.3.2 a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable;

20.3.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or

20.3.4 an event which we or our suppliers, even with all due care, could not foresee or forestall.

20.4 Our liability, except in cases involving death, injury or illness arising from our negligence, shall be limited to a maximum of three times the cost of your travel arrangements.

20.5 You acknowledge and agree that:

20.5.1 The Company will not be liable for any breach of any law by any person with whom you travel on the tour; and

20.5.2 you may not rely on any representations concerning the tour made by the Company which are not contained in these conditions.

21. Release and discharge from all claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all the Company representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of the Company representatives, or in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by the Company representatives in arranging such optional activities will not render the Company representatives liable to you in any way.

22. General

22.1 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.

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

22.3 Land only clients: In respect of land-only clients (meaning those people not starting with the group from the UK), our responsibility does not commence until you have met our representative at the appointed time at the designated meeting point. If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you in order to meet up with the group. Land only clients are not covered under our ATOL license.

22.4 Privacy: You permit the Company 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 the Company representatives in order to ensure your safety and well being but will not be used by them for any other purpose.

22.5 Arbitration: Any complaint arising out of your tour must be brought to the attention of the local the Company agent or representative. Your complaint should be made in writing within 24 hours of the cause of the complaint and signed by the Company agent or representative confirming that it was brought to his or her attention. If your complaint is not satisfactorily resolved and you wish to pursue the matter on return from your tour, you must submit your written complaint to us within 14 days of your return. the Company will not be liable in relation to any complaint or problem if you fail to notify the Company agent or representative during the tour or the Company upon your return, strictly in accordance with this Condition 22.5. If a resolution of your complaint cannot be achieved, you may refer the dispute to arbitration under a special scheme which provides for a simple and inexpensive method of dispute resolution administered by the Chartered Institute of Arbitrators. This scheme is not applicable to claims for amounts greater than £1,500 per person or £7,500 per booking form, nor to claims involving personal injury or illness. The rules of the scheme provide that the application for arbitration must be brought within 9 months after the date of the return of your tour but in special circumstances may brought outside this period.

22.6 Your financial protection: the Company operates under World Expeditions ATOL number which is ATOL 4491. Any holiday sold with international flights from the UK are ATOL protected. When you buy an ATOL protected *flight* or *flight inclusive* holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. The Company Client Trust Account covers tours booked as 'land only' arrangements.

22.7 Law and Jurisdiction: Subject to Condition 22.5, these conditions (including all matters arising from them) are subject to English law and the exclusive jurisdiction of English courts.

For more information in Australia contact:



PO Box 286 Bright 3741 Victoria Australia

Tel (03) 5750 1441 Fax (03) 5750 1020

Email: info@outdoortravel.com.au

Website: www.outdoortravel.com.au

Travel Agent Reservations: 1800 331 582