

Booking Form

Please complete and sign the below Booking Form and return it to Self Drive Adventures AND pay the deposit set out in the invoice.

Please complete 1 page per passenger. If any of the passengers are under the age of 18 a parent and/or guardian of that child should complete and sign on behalf of that child.

PASSENGER 1 INFORMATION

Full Name (as per your passport): _____

Preferred first name: _____

Postal Address: _____

City: _____ State: _____ Postcode: _____

Country: _____

Phone (home): _____ Mobile: _____ Phone (work): _____

E-Mail: _____ Occupation: _____

Please indicate any allergies you have:

Please indicate any dietary restrictions you have:

Passport No: _____ Issue Date: ___/___/___ Expiry Date: ___/___/___

Place of issue: _____ Nationality/Citizenship: _____

Date of birth: ___/___/___

I confirm I have 2 blank pages per country to be visited in my passport and my passport is valid for at least 6 months after my return date from my travel arrangements.

EMERGENCY CONTACT

Name: _____ Relationship: _____

Phone (home): _____ Mobile: _____

Phone (work): _____ E-Mail: _____

YOUR ACCEPTANCE OF SELF DRIVE ADVENTURE'S TERMS & CONDITIONS

By signing and submitting this booking form you agree that you have read, understood and accepted the below booking terms and conditions and instruct Self Drive Adventures to book the travel arrangements set out in the Self Drive Adventures invoice.

Passenger Signature: _____ Date: ___/___/___

PLEASE NOTE THIS FORM MUST BE SIGNED BY ALL PASSENGERS

Please return via email to info@selfdriveadventures.com or by mail to Self Drive Adventures PO Box 8029, Port Macquarie NSW 2444

SELF DRIVE ADVENTURES TERMS & CONDITIONS

Please read the following booking Terms & Conditions as they set out the terms on which you, the client, contract with Bundu Bashers Pty Ltd registered in NSW (ABN 67 168 645 387) trading as Self Drive Adventures.

To accept the offer of Self Drive Adventures to book the travel arrangements set out in the Self Drive Adventures invoice, the clients must fill out and sign the booking form and return it to SDA and pay the deposit set out in that invoice. Signing the booking form indicates that you have read, understood and accepted these Terms & Conditions plus any more restrictive terms and conditions imposed for certain products by our third party suppliers. Details of any more restrictive terms and conditions imposed by our third party suppliers will be supplied at time of booking.

Self Drive Adventures is under no obligation to the clients to book the travel arrangements unless and until the booking form is returned, we are satisfied with the contents and the deposit paid to Self Drive Adventures.

1. DEFINITIONS

'Self Drive Adventures' means Bundu Bashers Pty Ltd (ABN 67 168 645 387) trading as Self Drive Adventures.

'Terms & Conditions' mean these terms and conditions.

'Contract' means an agreement for the provision of travel arrangements by Self Drive Adventures to the client.

'Client' means a person or persons booking and participating in the travel arrangements with Self Drive Adventures.

'Travel Arrangements' mean the travel arrangements made by Self Drive Adventures.

'Departure date' means the date the travel arrangements commence as indicated on the invoice provided by Self Drive Adventures related to this booking form.

'Amendments' means any change to the travel arrangements.

'Products' mean individual components of the travel arrangements, including but not limited to, accommodation, vehicle hire, transportation, cruises and tours.

'Services' mean the booking and payment services provided by Self Drive Adventures.

'Third Party Suppliers' mean the third parties responsible for providing the individual products.

'You' and 'Your' means all persons named in the booking (including anyone who is added or substituted at a later date).

'We', 'Us' and 'Our' means Self Drive Adventures.

2. PRICES & VALIDITY

All prices stated in your invoice are in Australian Dollars (AUD), unless otherwise stated. Prices are based on current exchange rates as the date of the invoice and are subject to change without notice in the event of, but not limited to, fluctuations in exchange rates, increased fuel costs, taxes or increases in third party suppliers' costs outside the control of Self Drive Adventures. We reserve the right to amend our prices up to the departure date to cover the aforementioned events. GST does not apply to arrangements provided overseas such as accommodation, car hire, tours and transfers.

3. BOOKING & FEES

Self Drive Adventures receives commissions from third party suppliers for booking travel arrangements and these commissions are included in the final package prices supplied to clients. In addition, in certain circumstances the following fees will be charged:

Booking Amendment Fee: an AUD\$100 per booking amendment fee to cover administration costs will be charged once a booking has been confirmed and documentation issued. Should any additional costs be incurred by Self Drive Adventures these will be payable by the client.

4. ACCEPTANCE OF BOOKING AND PAYMENTS

If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 89 days of departure date the contract will exist when we accept your full payment.

- a. **Holding deposit:** If your booking is made greater than 365 days from the departure date, then a AUD500 per person holding deposit is required to secure your booking. This holding deposit is fully refundable if you cancel your booking before 365 days prior to the departure date set out in your invoice.
- b. **Deposit:** A non-refundable deposit of 30% of the total value of your confirmation invoice is due if the departure date is within 364 days. If you have paid the holding deposit, your 30% deposit will be less the holding deposit paid.
- c. **Final payment:** The non-refundable final payment for the full balance of your travel arrangements is due 90 days before the departure date. Bookings made within 90 days of the departure date will require full and final payment to be made immediately on booking.

If clients fail to make payments in accordance with the above conditions, then upon that failure, the clients are in default under the terms and conditions of the contract and the travel arrangements are deemed cancelled as at the date of default.

Payments may be made by direct deposit or credit card only. We accept Visa and MasterCard credit cards only and a surcharge of 1.5% of the total value of the booking is applicable for credit card payments.

5. CANCELLATION AND REFUNDS

a. Cancellation by the traveller:

If you cancel some or all portions of your travel arrangements, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel travel arrangements:

- 365 days or more prior to the departure date, we will refund your holding deposit of AUD500 per person;
- 90 days or more prior to the departure date, we will retain the 30% deposit. Payments to third party suppliers will be made from this deposit which are not recoverable from suppliers in the event of cancellation.
- 89 days or less prior to the departure date, we will retain 100% paid by you in connection with the travel arrangements. Payments to third party suppliers will be made from these funds which are not recoverable from suppliers in the event of cancellation. These funds also contribute to the total cost of travel and are apportioned accordingly and equally amongst participants for the group expenses and cancellation by one party does not relieve them of their obligation to contribute.

Where any of the third party suppliers, relevant to the travel arrangements of the clients, have a refund policy more onerous than that set out above, then that refund policy will prevail over and above the standard Self Drive Adventures terms and conditions.

b. CANCELLATION BY SELF DRIVE ADVENTURES

If the minimum number of participants required is not booked on any group tour, we reserve the right to cancel the travel arrangements. We will transfer your payment to another mutually agreed departure date, or your payment will be refunded in full. Before booking flights and other arrangements it is your responsibility to confirm with us that the travel arrangements you have booked are proceeding.

6. TRAVEL & MEDICAL INSURANCE

Our prices do not include any personal travel or medical insurance. We insist that you take out personal travel insurance and will require the details of the policy. It is your responsibility to ensure suitable insurance cover is taken out. We strongly recommend you purchase a policy that includes cover for force majeure, pandemics and epidemics etc and that you purchase your travel insurance once you have paid the 30% deposit as our cancellation and refund conditions are strictly enforced. Self Drive Adventures will not accept responsibility for loss as a result of, but not limited to, loss or damage to baggage and personal items, personal illness or injury, medical expenses, cancellation or curtailment of your travel arrangements.

7. PASSPORT, VISAS & OTHER COSTS

Our pricing does not include any visa or passport costs. It does not include expenditure of a personal nature such as excess baggage charges, laundry, phone calls, internet/Wi-Fi time etc.

Australian citizens (and overseas citizens who book travel arrangements through Self Drive Adventures) must hold a current passport valid for at least six months after the return date of the travel arrangements and have two blank pages per country to be visited available in the passport. It is the responsibility of the individual to obtain the relevant required country visas prior to departure. Failure to do so which results in the need to cancel travel arrangements will incur normal cancellation penalties. Individual clients are also responsible for all immigration, health, quarantine and customs laws and regulations of the countries visited. Official travel advice is issued in Australia by the Department of Foreign Affairs and Trade on their website <https://www.dfat.gov.au/>. We also recommend that Australian clients view and subscribe to the Smart Traveller website (<https://www.smarttraveller.gov.au/>) for further information and to receive updates on the latest travel advice and news.

8. AGE & HEALTH REQUIREMENTS

The clients acknowledge that the clients have undertaken whatever steps are necessary to check the health and physical condition of the clients and the ability of the clients to undertake what is set out in the travel arrangements.

The clients also agree that the clients are entirely responsible to the exclusion of Self Drive Adventures for any harm or illness including COVID-19 and any strain of it contracted by the clients whilst participating in the travel arrangements. In completing or providing any information in relation to the clients' health including any contraction of, or close contact with one who has contracted, COVID-19 or a strain of it or any like medical outbreak/pandemic to Self Drive Adventures or any agency authorised to obtain that information, the clients will provide fair accurate and transparent information.

For most travel arrangements the minimum age is 13 at the time of travel. A lower minimum age may apply to some travel arrangements. All travelers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian.

For most travel arrangements we have no upper age limit. However, it is your responsibility to ensure that you have a suitable level of fitness to undertake your chosen travel arrangements and you must inform Self Drive Adventures of any medical condition that may prevent your full participation. We should be advised at time of booking of any special requests, such as bedding preferences, dietary requirements etc. Whilst these cannot be guaranteed, we will endeavour to honour these requests when possible.

It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination and to ensure that you carry all necessary vaccination documentation.

9. RESPONSIBILITY

We use local partners (third party suppliers) as an intermediary and act only in the capacity of agent for the client in all matters of transportation, tour and other services. All tickets and vouchers are issued subject to the terms and conditions under which services are provided. It is the responsibility of the client to make sure that they are in possession of the proper travel documents. The issuance and acceptance of tickets and vouchers shall be deemed consent to the above conditions.

We do everything possible to ensure standards of accommodation and other services are as indicated by their individual ratings. However, it is important to realise that these ratings are not consistent between countries and sometimes even within countries and hence standards can vary. Self Drive Adventures assumes no responsibility for, including but not limited to, loss, injury, accident, delay, damage or irregularity that may be caused to person or property, however caused or arising during any travel arrangements under its management, sponsorship or procurement.

10. CHANGES TO TRAVEL ARRANGEMENTS DUE TO THE INFLUENCE OF ANY MATTER, MANNER OR THING OF THE LIKE OF COVID-19 (hereafter called "Pandemic")

Clients agree and acknowledge that Self Drive Adventures is not responsible for, nor can it be responsible to the clients, nor will the clients make any claim against Self Drive Adventures, with regard to changes or cancellations to clients' travel arrangements brought about by decisions of any Government or Governmental Authority relevant to the pandemic or the implementation of travel restrictions directly or indirectly related to or due to a pandemic (the "travel restrictions"). Should such travel restrictions be imposed Self Drive Adventures may have to alter the travel arrangements up to and including and throughout the travel period. The clients agree that no claim, or claim for compensation, can or will be made against Self Drive Adventures.

If it is practically impossible to change the travel arrangements of the client by virtue of restrictions then the clients agree that the clients will make no claim, or claim for compensation, or demand against or to Self Drive Adventures in relation to the inability of Self Drive Adventures to make changes to the travel arrangements or for that matter to arrange any alternative travel arrangements.

Where we have paid third party suppliers for any part of the travel arrangements of the clients, prior to the clients having to abandon, change or cancel the clients' travel arrangements due to a pandemic or travel restrictions, the client agrees that the client has no claim, claim for compensation or demand against us to obtain a refund of the monies paid to such a contractor or supplier.

Where the travel arrangements for the clients require the postponement of travel arrangements by virtue of a pandemic or travel restrictions, and the travel arrangements have to be re-booked with new travel dates, our standard terms and conditions apply.

11. FORCE MAJEURE

The clients agree and acknowledge that Self Drive Adventures cannot and will not be held responsible or liable by the clients for changes or cancellations:

- to itineraries and accommodation and in relation to travel arrangements as a result of any matter, manner or thing outside of the care and control of Self Drive Adventures, including, but not limited to, flood, earthquake, war / civil strife, acts of terrorism, hurricane / cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories) and the like;
- in local conditions and events, unpredictable, or predictable.

The client agrees that COVID-19 and any other pandemic or medical outbreaks which influence, alter, vary or bring to an end the travel arrangements of the clients are an Act of God and in no way are the responsibility or obligation or creation of obligations in favour of clients by Self Drive Adventures.

12. ACCEPTANCE OF RISK

The clients acknowledge that the clients have undertaken and will continue to undertake up to, including and throughout the period of travel in the travel arrangements, his, her, their or its extensive due diligence and ongoing due diligence in relation to the travel arrangements. The clients here acknowledge and agree that the travel arrangements are to take place in countries and regions and under circumstances where (not necessarily in the travel arrangements):

- standards of health care;
- the provision of trauma and health services;
- standards of hygiene generally;
- standards in food preparation;
- occupational health and safety rules, regulations and training;
- the provision and wearing of safety equipment; and
- safety checks on transport, equipment, vehicle, aeroplanes and equipment;

used and/or provided in the travel arrangements, are or may be of a lesser standard (and substantially so) than in Australia.

The clients acknowledge and agree that the provision and wearing of safety equipment whilst the clients are undertaking activities that would normally require the clients to wear such equipment and the provision of emergency equipment and trained manpower, and the training of staff in emergency procedures, generally may not be up to the standard of first world countries and may be substantially below that standard or non-existent. The clients agree and acknowledge that the clients accept that as a result of the travel arrangements, those travel arrangements may involve potential and actual exposure to injury and possibly death of the clients, or a person or persons accompanying the clients during the period of travel.

The clients acknowledge that the extensive due diligence and continuing due diligence in relation to the travel arrangements include the clients' attention being drawn to the **DFAT Smarttraveller** travel (www.smarttraveller.gov.au) warnings in relation to that or those places in the travel arrangements to which the clients are to travel. The clients agree and acknowledge that the clients have satisfied himself, herself, themselves or itself as to whether or not it is safe to travel to the destinations so stated on the travel arrangements and the regulations relating to their destinations and return to Australia or their country of residence.

The clients also agree and acknowledge that any such due diligence has been undertaken up to and including the time of travel and during the period of travel.

Some travel arrangements may take you into close contact with wild animals. Attacks by wild animals are rare, but in none of the wilderness areas can we guarantee that this will not occur. Some camp sites and other areas where you may camp for the night may not be fenced and wild animals may move through your camp at any time. Neither Self Drive Adventures, or its employees and third party suppliers, can be held responsible for any death, injury or incident during the travel arrangements.

13. AUTHORITY DURING YOUR TRAVEL ARRANGEMENTS

Travel arrangements are conducted by a group leader, guide or escort. The decision of the group leader/guide/escort is final on all matters likely to affect the safety or well-being of any person participating in the travel arrangements. If you fail to comply with a reasonable decision made by a group leader/guide/escort or interfere with the well-being or mobility of the group, the group leader may direct you to leave the travel arrangements with no right of refund. We may also elect not to carry you on any future travel arrangements booked. You must always comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

14. FLEXIBILITY

It may become necessary to make changes to the itinerary, due to weather, local conditions, politics or other various reasons. Itinerary changes will be at the sole discretion of the group leader/guide/escort and no refund will be paid in the event of such changes.

15. PHOTOS AND MARKETING

You consent to us using images taken of you during your travel arrangements for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

16. VEHICLE SKILLS & LOCAL ROAD RULES

If the travel arrangements include 4x4 driving, we recommend your driver undertakes a suitable 4x4 driver training course training course prior to the commencement of your travel arrangements and to drive within their capabilities during the travel arrangements. All rules of the road and local laws and vehicle rental conditions must be adhered to. No alcohol may be consumed prior to or while driving.

17. FLIGHT & SCHEDULE DELAYS

We take no responsibility for any schedule changes or flight delays throughout the travel arrangements. In the event of any schedule changes or flight delays no refund will be given.

18. OPTIONAL ACTIVITIES

Optional activities not included in our price do not form part of the travel arrangements or this contract. You accept that any assistance given by your group leader/guide/escort or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

19. LIMITATION OF LIABILITY

We contract with a network of companies and individuals to assist in the running of the travel arrangements and act as agents for these third party suppliers. We are not responsible for the acts and omissions of these third party suppliers to the fullest extent permitted by law for:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in the travel arrangements, or any breach of the terms and conditions, is excluded.
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of, or in connection with your participation in the travel arrangements.
- any condition or warranty which would otherwise be implied by law into these Terms and Conditions (Implied Warranty), is excluded.

20. JURISDICTION

The laws of New South Wales, Australia shall apply to this agreement and anything that emanates therefrom. In respect of any dispute, claim or demand in relation to this agreement and anything related either directly or indirectly to it, including the provision of and the enjoyment of the travel arrangements by the clients, shall be commenced and continue in a court with a registry in the central business district of Sydney and no other. Where a party to any such proceedings is a party to this agreement, and as a result of the rules of the court in which the proceedings are commenced, may transfer the proceedings to another registry, the parties agree that such parties shall not so transfer.

21. NO AGENCY

The clients agree and acknowledge that Self Drive Adventures identifies a person, persons, third party and/or company whom or which can supply to the clients the appropriate travel products that constitute in part or in whole the travel arrangements to allow the clients to be able to undertake those travel arrangements. At the instruction of the clients, Self Drive Adventures has contracted for and on behalf of the clients with that third party supplier in order for the third party to supply to the clients those travel products.

At no time is Self Drive Adventures an agent for the contractors nor are those contractors an agent for Self Drive Adventures. The clients agree and acknowledge that Self Drive Adventures is not and will not be responsible to the clients for any loss or damage suffered by the clients directly or indirectly as a result of the failure on the part of a contractor to deliver travel product or to deliver a travel product as described the travel arrangements of the clients.

22. PRIVACY

Self Drive Adventures is committed to applying the principles of the new Privacy Act, in being transparent about how we handle your personal information. The personal information that you provide is necessary for us to make your travel arrangements and associated activities. We provide information to our overseas partners in order for them to process bookings and reservations. Self Drive Adventures will not use your personal details for any other purpose or give them to any other party not involved with your travel arrangements. We will only send newsletters or other promotional materials via email to past clients or people who have contacted us for a proposal for travel arrangements or who have subscribed to our newsletter via the website.

