

BOOKING FORM

Byroads Travel is the operator of your tour. Byroads Travel (henceforth referred to as Byroads) is a registered trading name of Vesiva Pty Ltd (ABN 65 003 999 086).

Travel on Q Pty Ltd (ATAS 10482 / ABN 40 059 566 184) is the sole booking agent for Byroads.

RESERVATION AND DEPOSIT

A deposit is payable on all tours. The amount payable is stated in the Byroads brochure. This deposit must be paid to Travel on Q and accompanied by a signed booking form. When paying a deposit for your tour and signing the Booking Form on the reverse you accept these conditions and your contract with Travel on Q. Your Byroads tour booking will only be confirmed once the deposit and signed booking form have been received. This Booking Form forms the basis of your contract between you and Travel on Q.

PAYMENT

Payments may be made to Travel on Q by direct deposit or by credit card. If paying by credit card the following surcharges will be applied to the cost of your tour arrangements: 1.5% for Visa and MasterCard, 3.5% for American Express, and 3 % for Diners Club.

FINAL BALANCE

The balance of your tour payment is due 60 days prior to the start of your tour. If, for any reason, the balance payment is not received by Travel on Q by the due date, Travel on Q reserves the right to treat such failure to pay the balance as a cancellation and to apply the appropriate cancellation charges. Travel on Q accepts no responsibility or liability whatsoever in respect of any payment made by you. The balance payment will be deemed to have been paid only when it is actually received by Travel on Q.

CANCELLATION BY YOU

If, for any reason, you cancel your tour booking, Byroads shall apply the following cancellation penalties. Charges are per person:

- * Cancellation up to 60 days prior to departure, forfeiture of the total deposit
- * From 59 to 45 days prior to departure, 30% of tour price shall be retained
- * From 44 to 15 days prior to departure, 50% of tour price shall be retained
- * Within 14 days prior to departure, no refund will be made

In addition to the above charges, cancellation fees may also apply to any domestic airfare component of your tour. No refund will be made after your tour has commenced or in respect of lost or unused tickets, hotel coupons, meals or any other services not utilized.

If international flight tickets have been arranged as part of your itinerary, cancellation fees will be applied in accordance with the penalties outlined in the Tariff Regulations of the carrier with whom your flights have been booked

AMENDMENTS

Up to 60 days prior to the departure of your tour, any amendment to a confirmed reservation will incur a fee of \$50 per change per file, in addition to any charges levied by Travel on Q, airlines, or any other service provider. From 59 to 30 days prior to departure, any amendment to confirmed

travel arrangements will incur a fee of \$100 per change per file. Once documents have been dispatched, any amendment will incur a fee of \$150 per change per file.

TOUR PRICES

Byroads tour prices and provisional tour prices are based on tariffs and prevailing rates of exchange when tours were costed and are quoted in Australian Dollars. Prices are subject to change without prior notice. In the event of fluctuations in currency exchange rates, service providers' tariffs, fuel prices or any other cost that affects the price of your tour, Byroads reserves the right to adjust tour prices at any time up to the day of departure.

TOUR OPERATION

Although Byroads will endeavour to ensure that tours are operated as advertised, an express condition of making a reservation is the acceptance by you that the tour itineraries, schedules, advertised accommodation, sightseeing and mode of transportation as outlined in the Byroads brochure and/or supplied in the pre-departure information are subject to change without prior notice. All tours and air bookings made through Travel on Q are subject to the terms, conditions and limitations of carriers, hoteliers and other service providers. If for any reason Byroads is forced to cancel a tour before it commences, all monies paid to Travel on Q in respect of the tour will be refunded in full less any credit card fees collected.

Unforeseeable circumstances such as force majeure, adverse weather conditions such as floods or earthquakes, airline flight rescheduling, technical faults with transportation and road conditions may also have a consequential effect on the content of your tour after it has commenced. Any decision made in respect of tour services provided by Byroads to reroute or amend the itinerary due to the above or similar circumstances shall be at the sole discretion of Byroads. Byroads and Travel on Q shall not be liable for any claim whatsoever arising from such events that affect the schedule and content of your tour.

HEALTH AND FITNESS

Byroads operates soft adventure tours. All participants are required to be fit and healthy. Many of the small hotels used by Byroads do not have lifts or porters so you must be prepared to carry your own suitcase. Before travelling with Byroads, it is your responsibility to familiarize yourself with any health requirements applicable to areas through which you will be travelling.

CONDITIONS OF TRAVEL

By booking this tour you understand and agree that travel by its nature implies a standard of comfort, safety, conditions, and health different to your home environment and that these conditions can vary from day to day. By participating in this tour you accept the risks associated with travelling away from home.

PASSPORTS AND VISAS

Australian passport holders must have at least 6 months validity on their passport after the date of return to Australia. Visas are required for a number of our tours and it is your responsibility to obtain them. Travel on Q can assist with this process.

Non Australian passport holders are asked to check passport and visa requirements at the time of booking.

ITEMS NOT INCLUDED IN YOUR TOUR COST

The cost of your Byroads tour includes hotel accommodation, transportation, transfers as specified, sightseeing and meals as indicated in the tour brochure. It does not include international airfares, airport departure taxes, unspecified meals, optional sightseeing, additional transfers, gratuities for hotel staff, guides and tour leaders, items of a personal nature such as laundry, phone calls etc. or any other incidental expenses. of booking.

TRAVEL INSURANCE

It is an express condition of travelling with Byroads that you have comprehensive travel insurance including full cover for repatriation. It is highly recommended that you take out travel insurance at the time you pay the deposit to guard against any unforeseen circumstances. If on the first day of your tour you cannot provide evidence that you have purchased comprehensive travel insurance you will be required to purchase a policy before proceeding with your tour.

LIMITATION OF LIABILITY

Byroads contracts with a network of companies, government agencies and individuals to assist in the running of its tours as agent for these third parties. Travel on Q is not responsible for the acts and omissions of these third parties. Except to the extent that the law imposes a non-excludable liability:

(i) All bookings for tours listed in the Byroads brochures are accepted subject to the conditions of carriage and other conditions imposed by service providers used in each tour.

(ii) Travel on Q acts only as agent for Byroads and accepts no responsibility for the acts and omissions of Byroads or any of its associated service providers for any inaccuracies in information provided, negligence, loss, damage, omission, accident, detention, diversion or theft in regard to luggage or any personal belongings whatsoever.

(iii) Travel on Q will be exempt from all liability in respect of any event, negligent act, omission, death, accident, injury, sickness, irregularity, loss or damage whatsoever, howsoever and by whomsoever caused.

(iv) You acknowledge and agree that you shall have no claim or cause of action against Travel on Q should Byroads provide services which differ in any way from those specified in the relevant brochure or as outlined in the pre-departure information. Travel on Q accepts no responsibility for losses or additional expenses due to delay in the provision of services by service providers howsoever those delays are caused. Neither does Travel on Q accept responsibility for changes to or the withdrawal of services by the service providers.

APPLICABLE LAW

The laws of New South Wales, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of New South Wales, Australia.
