

# OUTDOOR TRAVEL - SHERPA EXPEDITIONS BOOKING FORM 2011

DEPARTURE DATE FROM AUSTRALIA \_\_\_\_\_ TRAVEL AGENT: \_\_\_\_\_

CLIENTS	TITLE	FIRST NAME	SURNAME	D.O.B.	OCCUPATION	PASSPORT NO.
1.						
2.						
3.						
4.						

## CLIENT'S CONTACT ADDRESS

NAME:	
ADDRESS:	
TEL / FAX No:	
EMAIL:	
EMERGENCY CONTACT NAME / No:	

## PLEASE BOOK THE FOLLOWING TOUR:

TOUR (NAME & CODE)	START DATE	START POINT	TWIN/DBL/SINGLE

## PERSONAL DETAILS

TRAVEL INSURANCE REQUIRED?	YES / NO. If No, policy details please:
ANY MEDICAL HISTORY OR DIETARY NEEDS WE SHOULD BE AWARE OF?	YES / NO. If Yes, details please:
HOW DID YOU HEAR ABOUT OUTDOOR TRAVEL ?	

## HOW TO MAKE YOUR RESERVATION

- 1) Call Outdoor Travel or your travel agent to check the availability and cost of the tours of your choice.
- 2) Please read the operators terms/conditions carefully.
- 3) Complete and sign this booking form and send it with your deposit (or full payment if less than 90 days before departure) to Outdoor Travel. We will process the booking only on receipt of your completed booking form and a deposit. A deposit of \$500 is required per person for each individual tour reservation.
- 4) You will then receive your confirmation invoice and, once the holiday balance has been received, we will send any pre-departure tour information.
- 5) Bookings made less than 100-days before departure or changes to confirmed reservations may involve extra costs. Outdoor Travel may add a charge of \$75 to the operators charges to defray these costs.

I/we have read and accept the terms and booking conditions, responsibility / risk provisions and general information relating to this tour reservation and sign acceptance on behalf of all parties to this reservation, I/we understand the nature of the tours offered. I/we will make full payments when due. I/we do not suffer from any disability or medical condition that would inhibit full participation in the tour.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## OUTDOOR TRAVEL PTY LTD

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Travel Agent Lic. No: 31102

**Travel Agent Reservations: 1800 331 582**

## ADDITIONAL TERMS & BOOKING CONDITIONS

**Please read this carefully.** It sets out your responsibilities and those of Outdoor Travel Pty Ltd and the tour operator. Please read any terms and conditions and general information shown in the brochure and on this price insert.

**1) Our responsibility:** Outdoor Travel Pty Ltd including the owners, officers and employees give notice that they act only as agents for the operators who arrange the transport, accommodation and services described in this brochure. Outdoor Travel Pty Ltd assumes no responsibility for any loss or damage to baggage or property or for any injury, illness or death or any claims whatsoever arising directly or indirectly from the operation of these tours or any delays, transport failures, strikes, war, force majeure, Acts of God etc that may affect any of these services or travel arrangements.

All matters arising from the services provided by Outdoor Travel Pty Ltd are governed by the law of the state of Victoria

**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 advice of the tour operator, guide or representative; comply with any local codes of conduct; and act sensibly and prudently at all times.

By signing this booking form you agree to indemnify Outdoor Travel Pty Ltd 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 with your travel agent or Outdoor Travel well before departure.

**3) Surcharges:** Outdoor Travel Pty Ltd guarantee that the tour price will not be subject to any surcharges once a booking has been confirmed, except as a result of a drop in the Australian dollar exchange rate, government action or increases in airfares, accommodation or tour operator rates.

**4) Final balance payment:** Our confirmation invoice shows the total holiday cost for the services to be provided. The balance must be paid 90 days prior to your holiday departure date (unless the booking is made less than 90 days prior to departure in which case the full holiday cost must be paid at the time of booking). If the balance is not received by the due date we reserve the right to cancel your booking and apply cancellation charges.

**5) Holiday insurance: Is strongly recommended & a condition of booking this holiday.** Ask Outdoor Travel or your travel agent for policy information.

**6) Complaints:** If you have a complaint whilst on holiday you must report it at the time to the tour operator, guide or accommodation provider to enable it to be put right. If you feel it is serious, you must also notify us at the time by telephone or fax. Written details of any complaint or claim should be provided to Outdoor Travel within 15 days of the completion of the tour arrangements

**7) Brochure Validity:** 1st December 2010 until 31st December 2011.

# SHERPA EXPEDITIONS — BOOKING CONDITIONS 2011

All bookings are made & accepted in accordance with the terms set out in these conditions. Outdoor Travel Pty Ltd is a fully licensed travel agency & a member of the Australian Travel Compensation Fund. Outdoor Travel Pty Ltd its owners, officers & employees give notice that they act only as agent for Link Travel Ltd. trading as Sherpa Expeditions, Hotel Treks & Walker's Britain ('the Company'), who arrange the services described in this brochure. Throughout this brochure Sherpa Expeditions, Hotel Treks, Walker's Britain, "we", "our" and "us" refer to 'the Company'. By agreeing to the following conditions the customer firstly agrees to hold Outdoor Travel Pty Ltd its owners, officers & employees harmless hereinafter for any claims, demands, causes of action or lawsuits brought from personal injury, death, property damage or economic loss caused by any action of 'the Company' including acts of negligence, breach of contract or other wrongful acts. These holidays are operated by Link Travel Ltd. trading as Sherpa Expeditions, Hotel Treks & Walker's Britain ('the Company'). Whether the holiday is arranged directly with the Company or through one of its appointed sales agents your contract is with 'the Company'. All holidays in this brochure are sold subject to the following conditions:

## 1. Booking and Payment:

- a) The customer must pay the deposits specified in the brochure at the time the booking is made by sending a booking form and the balance 100-days prior to departure or the full amount if the booking is made within 100-days of departure. The booking is not accepted and no contract exists until the date shown on the confirmation invoice. If the booking is not accepted the deposit paid and submitted with the booking form will be refunded.
- b) Alteration or cancellation by a customer of an accepted booking must be in writing & will be subject to the provisions of paragraphs 4 & 5 of these conditions.
- c) If the customer does not pay the balance of the holiday price at the prescribed time the Company reserves the right to cancel the booking.
- d) Any payment by a customer to an agent in respect of a contract with the Company is held by the agent at all times on behalf of the Company.
- e) If late booking requires special delivery arrangements to ensure prompt delivery of documents a charge of AU\$75 per address will be made.

## 2. Cancellation or Modification by the Company:

- a) Every effort will be made to operate all holidays as advertised but the Company reserves the right, at its discretion, to modify or cancel any holiday, flight, schedule, accommodation or arrangement at any time up to eight weeks before departure. In the case of any material modification or of cancellation, the Company will, if possible, offer alternative arrangements or, if these are not acceptable, a full refund of the monies paid. When offering alternative arrangements, the Company will, if accommodation is affected, use its best endeavors to provide an alternative in the same area. If the Company is only able to offer a lower classification of hotel, it will refund the difference in the brochure price.
- b) A material modification is one which has a significant effect on the customer's holiday such as a change of accommodation to a different resort or of an inferior classification in the same resort or a change of departure or return timings of more than twenty hours or a change of departure airport which would cause substantial inconvenience to the customer.
- c) The Company will not materially modify or cancel the holiday within eight weeks of the date of departure unless compelled to do so because of circumstances beyond its reasonable control.
- d) In the event of the Company cancelling the holiday either before or after the said period of eight weeks and the customer receiving a full refund of all monies paid to the Company the customer shall not be entitled to any further sum by way of compensation, damages or otherwise arising from the cancellation.
- e) Certain escorted group holidays may require a minimum number of participants & in the event of such minimum numbers not being achieved prior to 8 weeks before departure, the Company shall be entitled to cancel the holiday whereupon all monies paid by the customer shall be refunded but no compensation shall be payable or alternative holiday offered.

**3. Force Majeure:** If war or terrorist activities, threatened or actual, civil unrest, industrial action, threatened or actual, weather conditions, fire, flood, drought, airport regulations and closures, unforeseen alterations to public transport schedules and rescheduling of aircraft or any other event outside the control of the Company either delays or extends the holiday or compels a change in the holiday arrangements, the Company cannot accept liability for any resulting loss, damage or expense.

## 4. Cancellation by Customer:

- a) If the customer cancels the arrangement after the booking is accepted or the booking is cancelled by us due to nonpayment the following will be payable or forfeited as the case may be:

**More than 100-days before departure - the deposit.**

**100 - 60 days before departure - 30% of holiday cost.**

**59 - 30 days before departure - 50% of holiday cost.**

**Less than 30 days before departure - 100% of the holiday cost.**

- b) In addition to the above charges, it may be necessary to add under-occupancy or single room supplements to other members of a party where member(s) of that party cancel.
- c) Cancellation charges of 100% will apply on scheduled service tickets if you have to cancel or amend your flights once the tickets are issued. Tickets are valid only for the flight issued and cannot be changed after issue.

**5. Alteration by Customer:** After acceptance of the booking, if the customer alters the confirmed arrangements, an amendment fee of AU\$150 per person, plus any increased charges, may be charged. Additionally, if the alteration is within 100-days of the original departure date, the cancellation charges in clause 4 may be applied.

**6. The holiday price** is subject to surcharges on the following items: government action, currency, aircraft fuel, overflying charges. Even in this case, the Company absorbs an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this results in an increase of the holiday price of more than 10% the customer will be entitled to cancel the holiday and a full refund of all the money paid except for any premium paid to the Company for holiday insurance and amendment charges.

The right to cancel must be exercised within 14 days from the issue date printed on the invoice.

## 7. The Company's Liability to the Customer:

- a) Any flights forming part of the holiday arrangements will be subject to the conditions on the ticket issued by or on behalf of the carrying airline, which in most cases limit the airline's liability to the customer in accordance with International Law and conventions. The Company shall not be liable for any loss in excess of such limitations.
- b) The Company accepts responsibility should the services which they contract to provide you with prove deficient or not of a reasonable standard; such acceptance extends to any arrangements made during the course of your holiday through a bona fide representative of the Company.
- c) The customer must appreciate that in certain countries services in hotels, on tour & in restaurants cannot be expected to be of the same standard as those in Australia & the term "reasonable standard" must be interpreted accordingly.
- d) The Company accepts liability for the negligent acts and/or omissions of their employees, agents, subcontractors and suppliers or servants and/or agents of the same insofar as they relate to the holiday booked. The act or omission must be directly relevant to holiday activities or arrangements made by the Company or its authorised representatives as part of the package purchased by the customer at the time the booking is made or subsequently by arrangement with and payment to the Company or its authorised representatives. The Company shall not be liable to the customer for any loss, damage or injury which results from the negligent acts of third parties with whom the customer makes individual direct arrangements whether as a result of the Company's or its representative's recommendation.
- e) In all cases the Company's liabilities to any one person shall not exceed two and one half times the cost of that person's holiday.
- f) Any information or advice provided by the Company on matters such as visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith but without responsibility on the part of the Company, and the passenger accepts responsibility for obtaining any necessary visas and travel documents needed for the trip.

**8. Complaints:** In the event of any dissatisfaction with the accommodation or any other service provided by the Company in the resort the matter must be reported immediately to the local representative, agent, or hotelier so that action can be taken to remedy the problem. Any complaint made to the Company after the holiday should be made in writing within 15 days of return.

## 9. Assignment of Rights:

- a) In the event of making a claim against the Company under the above paragraph, the customer agrees to assign to the Company any rights against a supplier or any other person or party that they may have relating to the claim and co-operate fully with the Company should it or its insurers wish to enforce those rights which have been assigned to the Company. This assignment is necessary to enable the Company to try and recover from suppliers any compensation paid to the customer together with associated costs. It is not the Company's wish to profit from such assignment and in the unlikely event of the Company recovering more than such compensation and costs, any excess will be paid to the customer.
- b) In the event of a claim made by the Company being covered by any insurance policy effected by the customer or for his benefit the customer agrees to pursue such claim against the relevant insurance company either in addition to or in substitution for his claim against the Company. The Company agrees to indemnify the customer in respect of any expense incurred in pursuing such a claim and acknowledges that any settlement made by the Insurer shall not prejudice the customer's rights against the Company. In the event of the customer not submitting an insurance claim within a period expiring 5 days prior to the time specified in the relevant policy, he shall assign by letter sent by first class post to the Company no less than 5 days prior to the said specified time the benefit of the policy to the Company and give immediate notice of such an assignment to the Insurer.

**10. Transfer of Bookings:** If the customer is prevented from taking his holiday by circumstances such as those which would entitle him to make a valid claim under a conventional insurance policy, then, on giving the Company notice no less than 21 days before departure, he shall be entitled to transfer his booking to another person deemed acceptable to the Company. In such a case the customer & the transferee shall be jointly & severally liable for all monies due to the Company including all charges & reasonable fees consequent upon such transfer.

## 11. Brochure Information:

- a) There is a general indication in this brochure of the itinerary of each trip, type of accommodation used, what is included in the price, visa requirements. Changes in all of these items may be made during this brochure's currency, you should request a detailed dossier for up-to-date information about the trip.
- b) The Company's brochure contains statements representing its honest belief that the facts as shown are correct. Every reasonable effort has been made to describe fully & as honestly as possible the holidays offered & every reasonable attempt will be made to supply what has been described.
- c) The Company reserves the right to make changes to the information, prices and itineraries set out in the brochure and provided such changes, have been notified to the customer prior to his submitting a booking form or accepted by the customer after submission of the booking form but prior to the Company's confirmation, then such changes shall be binding on the parties.

**12. Any likeness of you** secured or taken on any of our trips may be used by the Company without charge in all media, for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures or the Internet.

**13. Jurisdiction:** This contract is made on the terms of these booking conditions which are governed by English Law & clients shall submit to the jurisdiction of the English Courts.