

# SELF-DRIVE BOATING HOLIDAYS IN EUROPE 2023

When you have decided on the boat, cruising area and dates, call **1800 331 582** to make a provisional booking. Once held, please confirm your booking by sending a completed Booking Form with a deposit payment of 55% (or full payment if less than 100 days before departure) to your Travel Agent, or: OUTDOOR TRAVEL Pty Ltd

## LE BOAT BOOKING FORM

As at 15/11/2022

### PERSON MAKING THE BOOKING

FULL NAME: Mr/Mrs/Ms/Miss
ADDRESS:  
DATE OF BIRTH: __/__/__
TELEPHONE: (Home):  (Office):  (Mobile):
FAX:
EMAIL:
DEPARTURE DATE FROM AUSTRALIA: __/__/__
TRAVEL INSURANCE REQUIRED? Yes / No

### NAMES OF OTHER PARTY MEMBERS (add ages of all children under 16)

1
2
3
4
5
6
7
8
9
10

### BOOKING PARTICULARS

<b>BOAT(S):</b>
<b>REGION:</b>
<b>HIRE DURATION:</b> <input type="checkbox"/> 1 week (7-nights) <input type="checkbox"/> 2 weeks (14-nights) or ___ nights
<b>CRUISE:</b> <input type="checkbox"/> One Way * or <input type="checkbox"/> Out & Return * All one-way cruises are subject to a pre-paid one-way supplement - ask for details.
<b>START BASE:</b> _____
<b>FINISH BASE:</b> _____
<b>CRUISE DATES</b> From 4pm (day of boat pick up): __/__/2023 To 9am (day of boat drop off): __/__/2023
<b>OPTIONAL EXTRAS &amp; BIKE HIRE:</b>

### DECLARATION

I am over 18 and have read, understood and agree to be bound by the Booking Conditions on behalf of myself and all persons named in our party.

Signature: \_\_\_\_\_

Date:    \_\_\_ / \_\_\_ / \_\_\_

## OUTDOOR TRAVEL PTY LTD

PO Box 286 Bright 3741 Victoria Australia  
 Tel (03) 5750 1441 Fax (03) 5750 1020  
 Email: [info@outdoortravel.com.au](mailto:info@outdoortravel.com.au)

Travel Agent Reservations: 1800 331 582

[www.outdoortravel.com.au](http://www.outdoortravel.com.au)

# SELF-DRIVE BOATING HOLIDAYS IN EUROPE BOOKING CONDITIONS 2023

Please read this carefully. It sets out your agreement with OUTDOOR TRAVEL PTY LTD, trading as Outdoor Travel, and with their 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. Outdoor Travel, its owners, officers & employees give notice that they act only as agent for the Operator or Service Provider. You should also read the Operator Booking Conditions and any other travel information in the brochure, flyer, website or in any detailed itinerary or trip dossier.

**1 Outdoor Travel's Responsibilities:** OUTDOOR TRAVEL, including the owners, officers and employees give notice that they act only as agents for the operators who arrange the services.

Outdoor Travel does not itself provide carriage services, accommodation, transport or 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 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 operator, guide or representative; comply with any local codes of conduct or laws; 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. In participating in the activity, the customer and members of your party agrees to be bound by the following conditions:

\* You confirm and warrant you are physically fit and suffer no medical conditions, which may affect your ability to participate in the boating activity;

\* You consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify Outdoor Travel and the Operator against any claims, costs or expenses in respect of any treatment;

\* You agree that any film, photograph, sound, video or other recordings taken during the activity may be used at the complete discretion of Outdoor Travel or the operator without any prior approval;

\* You agree to be responsible for ensuring that you are dressed appropriately for the activity you are to undertake;

\* You agree to listen to your base staff or responsible person, follow their instructions and make sure any children in your care do the same. If in their view, your behaviour is such that they require you to leave the trip for the safety or enjoyment of the other passengers and/or staff, you agree to do so immediately and there will be no refund;

\* You 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 with Outdoor Travel well before departure.

**3 Health and Fitness Requirements:** Please choose a holiday within your capabilities - ask our staff if you are unsure of what is required. The fitter and better prepared you are the more enjoyable it will be. However, most of our holidays require only reasonable fitness and good health. If you are unsure about your fitness or how any pre-existing medical condition may effect an active holiday please consult your doctor before making a reservation.

**4 Assumption of Risk:** When booking this holiday you acknowledge with the completion of the booking form by yourself or your representative that the activities you propose to undertake in addition to usual and risks inherent may have potential additional hazards including physical exertion, remoteness from medical facilities, weather extremes and limited evacuation facilities. These risks may include personal injury, disease or death, delays of whatever sort including transportation, loss or damage to property, equipment failure or the activity itself.

You acknowledge that the enjoyment of these activities is derived in part from the inherent risks involved or in part from travel beyond the safety risks of life at work or at home. You acknowledge that these inherent risks are the reason for your participation and you assume all the risks associated with the activity or holiday. You acknowledge that alterations to the scheduled itinerary or activity may be made by the operator as necessary.

**5 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.

**6 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 web site <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.

**7 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 55% non-refundable deposit **and** issue a confirmation. Some boat hires may require a higher non-refundable deposit to be paid and this is detailed in the individual boating holiday information and will be made clear at the time of booking.

We highly recommend you take out travel insurance **when you make a booking** (See section 10 following).

Further information in relation to your boating holiday may be provided in the form of a brochure, 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 boating holiday information and accepted the Booking Conditions.

**8 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 boating holiday price is payable 100 days prior to the scheduled date of departure.

Payment of the balance or the full boating holiday price may be made by cheque, cash or Direct Deposit. If payment of the balance or the full boating holiday price is made by credit card, we will charge you the appropriate credit card fee. If payment of the balance of the boating holiday price is not received by Outdoor Travel by the required time you will be taken as having cancelled the boat hire 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 price is payable, the booking is effected when we accept from you a completed booking form and payment of the full boating holiday price.

Late bookings may involve extra costs and additional charges may be applied to defray these costs.

#### **9 Your Cancellation / Alterations:**

**A** You may change your holiday, subject to the operators consent up to 100 days before departure; there will be an administration fee of \$150 per person in this event. Less than 100 days before departure, all changes will be treated as cancellations and re-bookings, and the cancellation charges in paragraph 9B will apply.

**B** Should you be compelled to cancel your holiday you must notify Outdoor Travel immediately in writing. We reserve the right to claim for estimated losses on the following scale, expressed as a percentage of total holiday cost invoiced, and based on the date we receive your written cancellation:

More than 100 days:	Deposit only
100 - 50 days:	65% of total holiday cost
49 - 21 days:	80% of total holiday cost
20 days and under:	100% of total holiday cost

After a boating holiday has started there can be no refund for the unused portion of any holiday arrangement.

**10 Holiday Insurance:** It is a condition of booking that you are adequately insured - ask Outdoor Travel or your travel agent for details

#### **11 Operator Alterations or Cancellation:**

Our operator(s) may be required to cancel or make material alteration to your holiday. In this unlikely event we will inform you as soon as possible and offer you the choice of an alternative available holiday (any cost difference being charged / refunded) or a full refund of all monies paid.

Conditions can from time to time prevent or interrupt the operations of the advertised programs. Any changes to the program can be made at the discretion of the local operator or base staff, as necessitated by such things as weather, group size, waterway conditions, road transport, land closures or illness and are usually in the best interests or the safety of participants and passengers. Outdoor Travel and/or our operators cannot be held responsible for these changes or any additional costs or expenses generated as a result of any changes.

**12 Force Majeure:** If war or terrorist activities, threatened or actual, civil unrest, epidemics, 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 Outdoor Travel or the operator either delays or extends the holiday or compels a change in the holiday arrangements, Outdoor Travel cannot accept liability for any resulting loss, damage or expense.

**13 Minimum Numbers:** Some group holidays may require a minimum number of full paying participants and in the event of such minimum numbers not being achieved prior to departure, the operator shall be entitled to cancel the holiday and/or offer an alternative holiday. If the alternative is not acceptable all monies paid by the customer shall be refunded but no compensation shall be payable.

**14 Flyer/email/website Information:** The Outdoor Travel brochure/flyer/website or promotional material contains statements representing its honest belief that the facts as shown are correct. Every reasonable effort has been made to describe fully and as honestly as possible the holidays offered and every reasonable attempt will be made to supply what has been described. There is a general indication of the itinerary of each trip, type of accommodation used and what is included in the price. Itineraries may have been edited to fit the page where they are described - please ask if you require a full or more detailed itinerary or any explanation as to the degree of difficulty of any boating holiday or cruise.

**15 Prices:** Shown are in Australian dollars unless otherwise stated and are correct at the time of printing. Outdoor Travel reserves the right to increase the boating holiday cost at any time due to factors beyond its control, such as currency exchange rates or increases operators or service providers.

**16 Child Policy:** Many boating holidays are suitable for children. Any minimum age stipulations and safety conditions must be adhered to.

**17 Complaints:** If you have a complaint whilst on holiday you must report it at the time to the operator, base staff or accommodation provider to have it put right. If you feel it is serious, you must also notify Outdoor Travel at the time by telephone, email or fax and in writing within 14 days of your return to Australia to:

OUTDOOR TRAVEL  
PO Box 286, Bright, VIC 3741, Australia,  
by telephone: 03 5750 1441, by fax to 03 5750 1020  
or by email to [info@outdoortravel.com.au](mailto:info@outdoortravel.com.au)

**18 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.

**19 Privacy Policy:** see our website link for details:  
[www.outdoortravel.com.au/content/content/content/privacy\\_policy](http://www.outdoortravel.com.au/content/content/content/privacy_policy)

**20 Jurisdiction:** This contract with Outdoor Travel Pty Ltd is governed by the law in the State of Victoria in Australia.

#### **LE BOAT TERMS & CONDITIONS**

All holidays are operated by Sunsail (Australia) Pty Ltd trading as Le Boat and are sold subject to their booking conditions. The Le Boat Booking Conditions apply to any bookings that you make with us and should therefore be read carefully. These can be found on the website:  
<http://www.outdoortravel.com.au/content/links>