



TASMANIAN OFFROAD ADVENTURES TERMS AND CONDITIONS

General Responsibilities and Duty of Care

1. Tasmanian Offroad Adventures (TOA) will use its best endeavours and make every effort to operate all tours and training programs as advertised.
2. I/we understand that TOA and/or its agents operate in remote areas. TOA reserves the right to amend, vary, re-route or cancel an adventure itinerary where, in its best judgement, road, climatic, or other circumstances deem it to be necessary.
3. TOA cannot guarantee exact arrival and departure times.
4. TOA reserves the right to employ guides and trainers other than those advertised should the need arise.
5. At the discretion of TOA, a tour or training program may not proceed if minimum numbers are not achieved. TOA shall advise you as soon as possible should an adventure not proceed under this clause.
6. TOA discourages young children (babies and toddlers) from participating on TOA tours and training programs unless stipulated.
7. No pets are permitted on any TOA tours or training programs.
8. I/we understand and accept that TOA tours and training programs are challenging, self-sufficient experiences.
9. I/we agree to observe the safety and other instructions of the authorised tour leader/guide/trainer for the duration of the tour or training program.
10. I/we understand and accept that TOA, its employees, subsidiaries and agents, is not itself a carrier or hotelier, does not make flight bookings, nor does it own aircraft or hotels. TOA takes every care in the selection of carriers, hotels, coach operators, driver/guides, travel agents and the suppliers of hire vehicles and other travel services used in adventure tours (all of which are hereafter referred to as "the other suppliers").
11. I/we understand and accept that all bookings made with TOA are subject to the terms and conditions and limitations and liability imposed by the other suppliers, some of whom limit or exclude liability in respect to death, personal injury or delay.
12. I/we understand and accept that TOA is not in any way liable for the acts, omissions or default whether negligent or otherwise, of the other suppliers.
13. While every care and precaution is taken, I/we understand that TOA is not liable for the sickness or injury of any participant.
14. I/we confirm that we do not have any pre-existing medical condition or disability which will impact on or prevent me/us from participating in or completing this tour or training program.
15. Where a tour or training program is carried out in an area without proper medical services, TOA and its servants and agents are expressly authorised by me/us and each participant for whom we



are responsible to take such action as is necessary for the provision of medical services. This shall include, but not be limited to, the arrangement of any medical evacuation service by air/road, the attendance of any doctor/nurse, and any necessary hospital service.

16. I/we understand that all associated costs of the provision of medical services as specified in Clause 15 are to be borne by me/us.
17. TOA strongly recommends that you take out a comprehensive travel insurance policy including medical evacuation coverage, cancellation and theft of personal property in order for you to be indemnified against any losses for which you would otherwise be liable under this agreement.

Tag-Along-Tours

18. I confirm that I and any co-drivers possess a driver's license valid in Australia.
19. I/we accept full responsibility for the maintenance of my/our vehicle during the tour. This includes regularly checking water, battery and oil levels and tyre pressures.
20. I/we understand that 'tag-along-tours' are challenging self-drive adventures traversing remote areas.
21. I/we understand that the tour price does not include the cost of any vehicle repairs or towing expenses.
22. I/we understand that we will be liable for all traffic offences incurred during the tour.
23. It is understood that in the event that TOA arranges/facilitates hire of vehicles or other equipment for a client, the contract and terms and conditions for use of that equipment is between the client and the supplier of the goods.
24. TOA recommends that you have some form of vehicle insurance (in addition to third party).
25. Hire vehicles and/or equipment must be paid for prior to collection.
26. For logistical and safety reasons, a tag-along convoy organised by TOA can comprise no more than 10 vehicles (plus guide).

Booking and Cancellation Policy

27. To make a booking, client/agent must provide TOA with written, faxed or e-mailed instructions along with a 50% deposit payable to Tasmanian Offroad Adventures by bank/business cheque, direct deposit, or credit card (Visa or Master Card).
 - Credit card payments can be taken over the phone - 0427 309 115
 - Our Account Details for Direct Deposits; BSB 017-042 ACC; 348781549
 - Please make the reference for your payment 'TOA-your surname'
26. A booking is not accepted until a 50% deposit is made.
27. A booking is accepted on the issue of written confirmation by TOA.
28. Deposit must be received by TOA a minimum of 30 days prior to departure.



29. The final balance of 50% for the adventure is due 21 days prior to departure. If a booking is made within 30 days prior to departure, then payment in full must accompany the booking.
30. Should it be necessary for you to cancel your tour, you must notify TOA immediately in writing. The notification will take effect the day it is received by TOA. Monies will be refunded less incurred administration costs as set out in the schedule below :-
 - a. More than 60 days before departure; Full refund
 - b. 59-22 days before departure; Less 20% of total
 - c. 22 days or less before departure; No refund
31. At TOA's discretion, if your place can be filled by another full-paying client prior to the trip departure date, TOA will refund your money in full, minus the deposit and incurred administration costs. We recommend you take out travel insurance to cover this possibility.
32. The non-issuance of an invoice or the non-payment and/or non-receipt of an invoice will not exempt participants from the cancellation penalties contained herein.

Legal Considerations

33. Neither TOA, its Tour Leaders, trainers or other persons or organisations associated with training or tuition accept any liability for any damage to any persons or property resulting from the subsequent action of participants.
34. These terms and conditions are incapable of alteration or waiver by a servant, agent or representative of TOA or by any other supplier.
35. I give my permission for TOA to use any digital, film or video photographs they may take of me, my family or my vehicle, in their advertising, or web site. NB. If you do not wish your images to be used, please cross out and initial this paragraph.
36. I/we give permission to TOA to provide our names, email addresses and phone numbers to other participants on this tour or training session, however, TOA will not disclose my/our personal details to any other party without prior permission.
37. Notwithstanding anything contained in this Agreement to the contrary, TOA shall not be liable for any loss, injury, delay, damage or other casualty suffered or incurred by you due to storms, fires, earthquakes, explosions, embargoes, Government directives, or any other law or regulation, litigation or labour dispute, act of God, war, terrorism, or any other cause which is beyond our reasonable control.
38. Any legal conflict which may arise under this Agreement shall be resolved in the legal jurisdiction of Tasmania.



Tasmanian Offroad Adventures