



### **Terms & Conditions**

Thank you for using P. STAFFORD HOLDINGS PTY LTD ACN 133 406 658 AS TRUSTEE FOR THE PKS FAMILY TRUST trading as Tag-Along Tours of Australia (Tagalong Tours). Our services are provided to you subject to these terms and conditions. References to Tagalong Tours includes (where the context permits) our employees, agents, contractors and suppliers and these terms (including exclusions from liability) apply to their benefit.

1. These terms (including the exclusion of liability) bind you (the person specified under “Your Name” on the Tagalong Tours of Australia Booking Form) and all persons travelling with you in your vehicle, including the participants specified on the Tagalong Tours of Australia Booking Form. You warrant that you have the authority to enter into this agreement on behalf of those persons, including any minors. Without limiting the generality of the foregoing you warrant that you have the authority to give the releases and indemnities set out in this Agreement on behalf of those persons.
2. You warrant that all information provided by you in the Tagalong Tours of Australia Booking Form is complete and true and accurate.
3. Tagalong Tours makes every effort to operate all tours as advertised however you acknowledge that:
  - (a) Tagalong Tours operates tours in remote areas and reserves the right to amend, vary, re-route, or cancel when in its best judgement, road conditions, climate, or other circumstances deem it to be necessary.
  - (b) Tagalong Tours does not guarantee exact arrival and departure times or days.
  - (c) At the discretion of Tagalong Tours, a tour may not proceed if minimum numbers are not achieved. Tagalong Tours shall advise participants as soon as possible should the tour not proceed under this clause.
4. You acknowledge and agree that:
  - (a) Participation in any tour organised by Tagalong Tours is voluntary
  - (b) No pets or firearms are permitted on any Tagalong Tours.
  - (c) All bookings made with Tagalong Tours 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.
  - (d) Unless required by law or otherwise expressly agreed in writing by Tagalong Tours, no refunds are payable and no claims may be made if you do not complete the Tour regardless of the reason.
  - (e) You must comply with our directions and advice while undertaking the Tour and for matters related to the Tour.
  - (f) Participation on the Tour involves group interaction with other participants and Tagalong Tours and you agree to at all times act decently and with respect to other participants and Tagalong Tours. You must not cause or create any nuisance to other participants, Tagalong Tours or the general public.
  - (g) We may cancel your participation in the Tour at any time, without liability, if you breach these terms.
5. Tagalong Tours may suspend or cancel your participation or continued participation on the Tour if there are reasonable grounds for Tagalong Tours to do so.

### **Medical Matters**

6. Tagalong Tours of Australia is not liable for the sickness or injury of any Tour participant.
7. You warrant that you do not have any pre-existing medical condition or disability (including those disclosed on the Tagalong Tours of Australia Booking Form) which will impact on or prevent you from participating in or completing the tour. It is your responsibility to ensure that you are medically capable of completing the Tour.
8. Tours are carried out in areas with limited medical services. You hereby authorise Tagalong Tours to take such action as is necessary (but without any obligation on Tagalong Tours to do so) for the provision of medical services at your cost, including but not limited to, the arrangement of any medical evacuation service by air/road, the attendance of any doctor, nurse, paramedic or ambulance officer and any necessary hospital service. You must pay the costs on time to the provider of the services or reimburse Tagalong Tours within seven days of demand.
9. You are not entitled to any refund for any part of the Tour that you miss due to sickness, illness or injury or due to other circumstances outside the control of Tagalong Tours.

### Vehicle Matters

10. Should your vehicle break down, Tagalong Tours will use reasonable endeavors to assist with the recovery of the vehicle although is not obliged to do anything that would jeopardise the safety of any person or pose risk to property of Tagalong Tours. The tour price does not include the cost of any vehicle repairs, towing expenses or any other third party costs that may be incurred by you in order to continue the tour.
11. You warrant that all drivers of the vehicle:
  - (a) Hold a valid open and unrestricted Australian driver's licence that permits operation of the class of your vehicle.
  - (b) Are responsible for your vehicle and the persons in that vehicle and acknowledge that the driver is required to demonstrate a duty of care to all other road users, members of the public and other tour participants.
  - (c) Will be liable for any traffic offences incurred during the tour in relation to your vehicle.
12. You are responsible for the maintenance of your vehicle during the tour. This includes regularly checking batteries, water and oil levels, tyre pressures and air filters.
13. If Tagalong Tours arranges/facilitates the hire of vehicles or other equipment for a participant, then the contract and terms & conditions for use of that equipment is between the participant and the supplier of the goods.
14. You are responsible for properly loading your vehicle and for taking proper precautions for the safe carriage of your load including dangerous goods like gas cylinders. You must ensure that you comply with all manufacturers' recommendations for the carrying of loads including trailers.
15. The Tours are undertaken primarily on rough, unsealed roads through varying terrains including sand, gravel, mud and creek crossings and are challenging, self sufficient 4WD experiences that traverse remote areas. You warrant that:
  - (a) All drivers of your vehicle have sufficient driving experience and expertise to safely drive in those conditions and to maintain the pace of the Tour;
  - (b) Your vehicle is capable of handling those conditions and able to be driven at the pace of the Tour; and
  - (c) Your vehicle is roadworthy and will at all times during the Tour be registered under the laws of the State in which you live.

Acceptance of your booking is not deemed to be an endorsement by Tagalong Tours of the drivers or vehicles specified by you in the Tagalong Tours of Australia Booking Form.

### Insurance

16. Tagalong Tours strongly recommends that all participants have comprehensive vehicle insurance in addition to third party insurance plus a premium roadside service cover with the relevant motoring body from their State eg RACV, NRMA or RACQ.
17. Tagalong Tours strongly recommends that all participants take out travel insurance cover.

### Bookings & Cancellation Policy

18. To make a booking, you must provide Tagalong Tours with written, faxed or emailed Booking Form along with a deposit of \$500 payable to Tagalong Tours of Australia by EFT, bank deposit, cheque, money order and posted to:

TAG-ALONG TOURS OF AUSTRALIA  
PO BOX 724  
TRINITY BEACH QLD 4879

Confirmation of the booking will be issued once the Booking Form and payment has been received.

19. The final balance of the amount payable is due no less than 30 days prior to departure. If a booking is made within 30 days prior to departure, full payment is required with the Booking Form in order to secure the booking.
20. If you wish to cancel your booking, you must notify Tagalong Tours immediately in writing, and the notification will take effect once it is received by Tagalong Tours. Any cancellation may be subject to penalties as set out in the schedule below:

<b>Cancellation Date</b> _____	<b>Penalty</b>
More than 30 days prior to departure date	No penalty
15 - 30 days prior to departure date	Loss of deposit
8 - 14 days prior to departure date	50% of full payment
7 days or less prior to departure date	75% of full payment
Failure to depart on tour	No refund
Leaving during tour	No refund

21. If Tagalong Tours fills a vacancy by another full paying client prior to the tour departure date, Tagalong Tours may refund the penalty (less the deposit).

### **Liability**

22. You release Tagalong Tours from all Claims and liabilities arising out of or relating to your participation in the tour, including (but not limited to) actions (or inactions) of Tagalong undertaken pursuant to these terms, and including those caused or contributed to by third parties, including suppliers to Tagalong Tours and other participants on the tour. For the purposes of this clause "Claims" means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgement, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.
23. You indemnify Tagalong Tours for any loss suffered by it and against all Claims (as defined in the preceding clause) and liabilities arising out of or related to your participation in the Tour and any breach by you of these terms.
24. Tagalong Tours may suspend its obligations under this agreement if its ability to perform is affected by cyclones, storms, fires, earthquakes, explosions, embargoes, government directives, or any law or regulation, litigation or labour dispute, act of God (such as flood), war, terrorism, or any other cause which is beyond its reasonable control.

### **General**

25. These Terms and Conditions can only be amended in writing by Tagalong Tours. They are incapable of amendment or waiver by an employee, agent or representative of Tagalong Tours or by any other supplier.
26. It is your responsibility to obey all state and local laws while on tour. We draw your attention to the laws applying to the limited transportation and use of alcohol in some communities.
27. You give permission for Tagalong Tours to use any digital film or video/still photographs that may be taken of participants, for any reasonable use including in its advertising or on its web site.
28. Tagalong Tour's rights under this document are cumulative and not exclusive of any rights provided by law.
29. This Agreement is, and shall be governed by, and construed in, accordance with the law of the State of Queensland.
30. Any money that you do not pay on time to Tagalong Tours will bear interest at the rate of 15% per annum, calculated daily and capitalised annually. You must pay all of Tagalong Tours costs including legal costs (on a full indemnification basis) of enforcing (or attempting to enforce) any of Tagalong Tours rights under these terms and conditions or arising from your breach of these terms and conditions.
31. The parties consent to the giving of information for the purposes of this Agreement by electronic communication (as defined in and for the purposes of the *Electronic Transactions (Queensland) Act 2001*) and without limiting the generality of the foregoing, Tagalong Tours consents to the Participant providing its signature as to acceptance of this Agreement via the Participant ticking the acceptance box on the Tagalong Tours of Australia Booking Form.
32. You cannot claim compensation or seek damages if Tagalong Tours exercises any of the rights conferred on it by this Agreement, unless this Agreement expressly provides otherwise.