



GLOBAL GYPSIES PTY. LTD.

## GLOBAL GYPSIES TERMS AND CONDITIONS

### General Responsibilities and Duty of Care

1. Global Gypsies (GG) will use its best endeavours and make every effort to operate all tours and training courses as advertised.
2. I/we understand that GG and/or its agents frequently operate in remote areas. GG reserves the right to amend, vary, re-route or cancel an itinerary where, in its best judgement, road, climatic, or other circumstances deem it to be necessary.
3. GG cannot guarantee exact arrival and departure times.
4. GG reserves the right to employ guides and trainers other than those advertised should the need arise.
5. At the discretion of GG, a tour or training course may not proceed if minimum numbers are not achieved. GG shall advise you as soon as possible should an activity not proceed under this clause.
6. GG discourages young children from participating on GG tours and training courses.
7. No pets are permitted on any GG tours or training courses.
8. I/we understand and accept that GG tours and training courses 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 course.
10. I/we understand and accept that GG, its employees, subsidiaries and agents, is not itself a carrier or hotelier, does not make flight bookings, nor does it own aircraft or hotels. GG 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 GG 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 GG 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 GG 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 course is carried out in an area without proper medical services, GG 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 above and any consequential expenses are to be borne by me/us.
17. GG strongly recommends that you take out a comprehensive travel insurance policy including cancellation, medical evacuation, hospitalization, injury, theft of personal property and any consequential damages in order for you to be indemnified against any losses or damages for which you might otherwise be liable under this agreement.
18. I/we confirm that all drivers joining a tag-along-tour or taking a driver/towing training course possess a driver's license valid in Australia.
20. I/we accept full responsibility for the maintenance of my/our vehicle during the tour or training course including regularly checking water, battery and oil levels and tyre pressures.
21. I/we understand that 'tag-along-tours' are challenging self-drive adventures traversing remote areas.
22. I/we understand that the tour or training course price does not include the cost of any damage, repairs or towing expenses to my/our vehicle or towed unit or any consequential damages.
23. I/we understand that we will be liable for all traffic offences I/we may incur during the tour.
24. It is understood that in the event that GG arranges/facilitates hire of vehicles or other equipment for a client, the contract and terms and conditions for use of that equipment are between the client and the supplier of the goods.
25. If joining a tag-along-tour, GG recommends that you have some form of vehicle insurance (in addition to third party).
26. Hire vehicles and/or equipment must be paid for prior to collection.
27. Neither GG, its Tour Leaders, trainers or other persons or organisations associated with our tours or training courses accept any liability for any consequential or other damages to any persons or property resulting from the action of participants during or subsequent to the activity.

28. Notwithstanding anything contained in this Agreement to the contrary, GG shall not be liable for any loss, physical or property damage, consequential damage, injury, delay or other casualty suffered or incurred by you due to storms, fires, earthquakes, explosions, pandemics, embargoes, Government directives, or any other law or regulation, litigation or labour dispute, act of God, war, terrorism, or for any other reason which is beyond our reasonable control.

**Booking and Cancellation Policy**

29. To make a booking, client must provide GG with written or e-mailed instructions along with a 10% non-refundable deposit payable to Global Gypsies by EFT, bank/business cheque, international money order, or credit card (Visa or Master Card). A booking is accepted on the issue of written confirmation by GG.

30. Payment in full for tours or training courses must be received by GG prior to departure (this clause can be varied only at the discretion of GG).

31. On extended tours, the final balance of the specified amount payable for the adventure is due 60 days prior to departure (this may vary on some overseas tours). If a booking is made within 30 days prior to departure, then payment in full must accompany the booking.

32. In the case of cancellation by GG of a tour or training course for the reasons outlined in Clause 28 above or for any other reason, GG will refund client monies less any non-refundable deposits or other stipulated expenses and will not be liable for any consequential damages.

33. Should it be necessary for you to cancel your tour or training course, you must notify GG immediately in writing. The notification will take effect the day it is received by GG. Monies will be refunded less any stipulated non-refundable deposits and less incurred administration costs as set out in the schedule below (note that some overseas tours may have different cancellation deadlines as outlined in the specific tour flyer):

Number of days before activity:	
More than 60 days	Loss of deposit
59 - 41 days	40% of package price
40 - 31 days	60% of package price
30 days or less	No refund

34. At GG's discretion, if your place can be filled by another full-paying client prior to the trip departure date, GG will refund your money minus the deposit (unless it is specified as non-refundable) and incurred administration costs. We recommend you take out travel insurance to cover this possibility.

35. 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.

**General**

36. These terms and conditions are incapable of alteration or waiver by a servant, agent or representative of GG or by any other supplier.

37. I give my permission for GG to use any digital, film or video images they may take of me, my family or my vehicle, in their advertising, publicity or on their website or social media platforms. *NB. If you do not wish your images to be used, please cross out and initial this paragraph.*

38. I/we give permission to GG to provide our names, addresses and phone numbers to other participants on this tour or training session, however, GG will not disclose my/our personal details to any other party without prior permission.

39. This Agreement is and shall be governed by and construed in accordance with the law of the State of Western Australia.

40. Any legal conflict which may arise under this Agreement shall be resolved in the legal jurisdiction of Western Australia.

I/we understand and agree to the Terms and Conditions set out on both pages of this agreement.

**NAME(S) (Please print):**

(1) .....

(2) .....

**Signed:**

(1) ..... (Date).....

(2) ..... (Date).....