

## GLOBAL GYPSIES TERMS & CONDITIONS

### General Responsibilities & Duty of Care

1. Global Gypsies (GG) will use its best endeavours and make every effort to operate all tours and training programs as advertised.
2. I/we understand that GG and/or its agents operate in remote areas. GG 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. GG cannot guarantee exact arrival and departure times.
4. GG reserves the right to employ guides & trainers other than those advertised should the need arise.
5. At the discretion of GG, a tour or training program may not proceed if minimum numbers are not achieved. GG shall advise you as soon as possible should an adventure not proceed under this clause.
6. GG discourages young children from participating on GG tours & training programs unless stipulated as taking place during school holidays.
7. No pets are permitted on any GG tours or training programs.
8. I/we understand and accept that GG tours & 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 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 program 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 are to be borne by me/us.
17. GG strongly recommends that you take out a comprehensive travel insurance policy including medical evacuation coverage, cancellation & 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. For logistical and safety reasons, a tag-along convoy organized by GG can comprise no more than 10 vehicles (plus guide).
19. I confirm that I and any co-drivers possess a driver's license valid in Australia.
20. I/we accept full responsibility for the maintenance of my/our vehicle during the safari. This includes 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 price does not include the cost of any vehicle repairs or towing expenses.
23. I/we understand that we will be liable for all traffic offences incurred during the safari.
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 & conditions for use of that equipment is between the client and the supplier of the goods.
25. 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.

**Booking & Cancellation Policy**

27. To make a booking, client/agent must provide Global Gypsies (GG) with written, or e-mailed instructions along with a 10% deposit payable to Global Gypsies by bank/business cheque, international money order, or credit card (Visa or Master Card) and posted to PO Box 123, Scarborough, WA, 6922, Australia. A booking is accepted on the issue of written confirmation by GG.

28. On trips of seven days or more, deposit must be received by GG a minimum of 90 days prior to departure. On weekend trips, receipt of deposit is at the discretion of GG.

29. On extended safaris, the final balance of the specified amount payable for the adventure is due 60 days prior to departure (90 days for some overseas tours). If a booking is made within 30 days prior to departure, then payment in full must accompany the booking.

30. In the case of any cancellation prior to commencement by GG, GG will offer a full refund of monies paid less expenses, or try to include you on a subsequent adventure.

31. Should it be necessary for you to cancel your tour or training session, you must notify GG immediately in writing. The notification will take effect the day it is received by GG. On trips of 7 days or longer, monies will be refunded less incurred administration costs as set out in the schedule below :-

Number of days before departure: (this may vary on overseas tours):	
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

32. 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 in full, minus the deposit and incurred administration costs. We recommend you take out travel insurance to cover this possibility.

33. 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**

34. Neither GG, 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.

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

36. I give my permission for GG 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.

37. I/we give permission to GG to provide our names, addresses & 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.

38. Notwithstanding anything contained in this Agreement to the contrary, GG 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.

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 & Conditions set out on both pages of this agreement.

***(Please sign both copies and retain one for your files.)***

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

**Signed:** .....

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

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