

# Terms & Conditions

Thank you for using THE OFFROAD TRADIES ABN:17 341 261 179 Our services are provided to you subject to these terms and conditions. References to The Offroad Tradies 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 The Offroad Tradies Booking Form) and all persons travelling with you in your vehicle, including the participants specified on the The Offroad Tradies 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 The Offroad Tradies Booking Form is complete and true and accurate.

(a) The Offroad Tradies 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.

3. You acknowledge and agree that:

(a) Participation in any tour organised by The Offroad Tradies is voluntary.

(b) No pets or firearms are permitted on any The Offroad Tradies adventure tagalong tours.

(d) Unless required by law or otherwise expressly agreed in writing by The Offroad Tradies, no refunds are payable and no claims may be made if you do not complete the Tour regardless of the reason.

(f) Participation on the Tour involves group interaction with other participants and The Offroad Tradies and you agree to at all times act decently and with respect to other participants and The Offroad Tradies. You must not cause or create any nuisance to other participants, The Offroad Tradies and/or the general public.

(g) We may cancel your participation in the Tour at any time, without liability, if you breach these terms.

(h) You understand that by taking others in your vehicle (as indicated on the booking form) that you are responsible for their behaviour, participation & actions whilst on The Offroad Tradies Tagalong Adventure Tour.

## **Medical Matters**

4. The Offroad Tradies is not liable for the sickness or injury of any Tour participant whilst on an Offroad Tradies adventure tagalong tour or any guided tours within selected tour.

5. You warrant that you do not have any pre-existing medical condition or disability (including those disclosed on the The Offroad Tradies 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, The Offroad Tradies take no responsibility for pre-existing medical conditions.

6. Tours are carried out in areas with limited medical services. You hereby authorise The Offroad Tradies to take such action as is necessary (but without any obligation on The Offroad Tradies to do so) for the provision of medical services to anyone in your vehicle at your own 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 The Offroad Tradies within seven days of demand.

7. 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 The Offroad Tradies.

8. As the person booking this tour you understand that you are responsible for the health and safety of others that are in by vehicle (as indicated on the booking form).

## **Vehicle Matters**

8. Should your vehicle break down, The Offroad Tradies will use reasonable endeavours 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 The Offroad Tradies. 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.

9. 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 you and/or your vehicle.

10. 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.

11. 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.

12. 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 The Offroad Tradies of the drivers or vehicles specified by you in the The Offroad Tradies Booking Form.

### **Insurance**

13. The Offroad Tradies 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. Any costs relating to vehicle maintenance, damage and repairs that occur on tour will not be covered/paid by The Offroad Tradies; these costs are to be covered by the driver/owner of the vehicle.

### **Bookings & Cancellation Policy**

14. To make a booking, you must provide The Offroad Tradies with written, faxed or emailed Booking Form along with a deposit of 50% of the total tour fees payable to The Offroad Tradies by EFT, bank deposit,

Confirmation of the booking will be issued once the Booking Form, these Terms & Conditions and payment has been received.

15. The final balance of the amount payable is due on the date identified on the specific trips information sheet.

16. If you wish to cancel your booking, you must notify The Offroad Tradies immediately in writing, and the notification will take effect once it is received by The Offroad Tradies. Any cancellation may be subject to penalties as set out in the schedule below:

### **Cancellation Date & Penalty**

More than 30 days prior to departure date No penalty

15 – 30 days prior to departure date Loss of \$200

8 – 14 days prior to departure date 50% of full payment

7 days or less prior to departure No refund

Failure to depart on tour No refund

Leaving during tour No refund

COVID 19 border closures or government restrictions – Full refund  
(When out of the participants & The Offroad Tradies control)

## **Liability**

17. You release The Offroad Tradies 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 The Offroad Tradies 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.

18. You indemnify The Offroad Tradies 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.

19. The Offroad Tradies 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**

20. These Terms and Conditions can only be amended in writing by The Offroad Tradies. They are incapable of amendment or waiver by an employee, agent or representative of The Offroad Tradies or by any other supplier.

21. 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.

22. Tagalong Tour’s rights under this document are cumulative and not exclusive of any rights provided by law.

23. This Agreement is, and shall be governed by, and construed in, accordance with the laws within each Australian state and/or Territory

24. The parties consent to the giving of information for the purposes of this Agreement by electronic communication and without limiting the generality of the foregoing, The

Offroad Tradies consents to the Participant providing its signature as to acceptance of this Agreement via the Participant ticking the acceptance box on the The Offroad Tradies Booking Form.

25. You cannot claim compensation or seek damages if The Offroad Tradies exercises any of the rights conferred on it by this Agreement, unless this Agreement expressly provides otherwise.

At the conclusion of this document I \_\_\_\_\_ of \_\_\_\_\_ state that I have read, understood, initial each page and hereby agree with the above terms and conditions of The Offroad Tradies Tagalong Adventure Tours.

Signed: \_\_\_\_\_ -

Name: \_\_\_\_\_

Date: \_\_\_\_\_