

Terms and Conditions 2010

*Please read the below terms and conditions carefully as they incorporate the basis upon which the South Australian Tourism Commission accepts bookings. If not accepted and signed the booking can not be confirmed. You the participant agree with the following terms and conditions of the agreement.

As these tours operate in remote areas, the South Australian Tourism Commission (hereinafter called the operator), reserves the right to alter, and/or cancel any section and/or parts of the itinerary which may result from road, weather or any other conditions of an operational nature. Whilst every endeavor will be made to keep the arrival/departure times and the campsite locations given in the itinerary, no guarantee will be made that these will be kept. The operator will not be liable for any costs incurred through failure to connect with any other service. Any personal expenses incurred by the participant as a result of any delay, alteration or curtailment of any tour whether caused by weather conditions, mechanical defects or any other natural causes are the responsibility of the participant.

The operator and/or its employees and agents accepts no responsibilities, or is liable for any act of omission whatsoever (whether inside or outside their control or by neglect or otherwise) for any booking, contract, travel, accommodation or tours which may result in any loss, damage, accident, detention, diversion or theft in regard to luggage or personal belongings, and will be exempt from liability in respect of direct or indirect or consequential loss or damage, death, injury, sickness, irregularity, delay liability and additional expenses, or inconvenience or any other event beyond its control including accident or failure to machinery or equipment, accommodation, transportation or other services, or any acts of God, dangers incident to the outback, fire, acts of government, acts of war or terrorism or other authorities, delays, strikes or cancellation of itinerary or schedule changes whatsoever, howsoever by whosoever caused. Participants will be required to wear a riding helmet whilst on horseback.

In the result of a break down or other unforeseen circumstances, the operator has the right to substitute the vehicle and /or other mode of transport (i.e. horse and livestock) and/or accommodation other than those advertised at any time.

The places depicted in the photographs and brochures are representative of the country through which tours pass and may not necessarily be visited by these tours. The highlights, excursions and itineraries as set out will be adhered to where possible. The operator or agent in charge of the tour, may make alterations to the itineraries and excursions highlights as they deem fit without any further notification to the participant. Information contained here is correct to the best of the operator's knowledge, and the operator is not liable for inaccuracies herein, or weather conditions that may influence the limits of your tour and the enjoyment of your tour.

If for any reason the itinerary is altered and/or different itinerary offered, no refund is payable by the operator.

The operator reserves the right without payment or compensation to the participant, whether before or after the commencement of travel, to exclude any participant if in the opinion of the operator that participant may appear likely to endanger the health or safety or to impair the comfort of themselves and/or other participants and may be asked to leave the tour immediately.

Waiver

I acknowledge that I am fully aware of the risks involved in participating in The Great Australian Outback Cattle Drive and hereby undertake to evaluate my own capabilities and capacity to be involved with the event, and should I have any physical or mental condition which has the potential to put myself or any other person at risk, or if I am not sufficiently capable to complete such a tour, I will not participate in those aspects of the tour, conducted by the South Australian Tourism Commission or its agents. I acknowledge that the onus is on me to inform the operator of any of these risks and if I am unsure as to my capabilities I will seek medical advice.

Travel Insurance

We strongly recommend that you purchase travel insurance (including cancellation insurance) to cover any unforeseen occurrences. Your travel agent should be able to assist. Personal travel insurance is not included in the tour price. In booking your tour you acknowledge that personal travel insurance is your responsibility and that the South Australian Tourism Commission accepts no liability for any death, injury, sickness, damage or other loss whatsoever suffered by you. Please note that costs associated with retrieval by the Royal Flying Doctor Service are not covered under standard ambulance cover. If you have private health insurance please ask your insurer if they cover Royal Flying Doctor Service retrieval.

Booking Conditions

All prices are in Australian dollars and are inclusive of Australian Goods and Services Tax.

Please note that all reservations are subject to availability at the time of booking. Any verbal quote given is an estimate only of the price and tour and that will be subject to advice on confirmation of the reservation. Bookings will not be processed or held unless the signed completed booking form is returned.

Deposits and Final Payments

A deposit of AUD \$300 per Tour and AUD \$100 for Drivers' Express is required within seven (7) days of confirmation of booking. You will be notified at the time of your reservation if any additional deposit requirements apply. Payment in full is required 60 days prior to departure date or payment deadline specified in individual package conditions. For bookings made less than 60 days prior to departure date, full payment is required within 48 hours of confirmation.

Cancellations

If a booking is cancelled or terminated at any time all deposits will be forfeited. Cancellations more than 60 days prior to departure and paid in full will forfeit the deposit only. Cancellations less than 60 days prior to departure will forfeit all monies paid.

Notification of Future Events

The participant consents to the Operator using his/her contact details for the notification of future events and other associated marketing and promotional activities.