



This is a contract to book travel arrangements

This is a contract for 2Max Investments Pty Ltd ABN 20 002 789 559 trading as The Classic Safari Company ("TCSC") to introduce to you (the "clients"), particulars of whom are set out in the "Passenger Information", under, a person, persons and/or companies whom or which will supply to you services (the "travel arrangements"), particulars of which are set out in Invoice no. _____ and/or any variations of it agreed by parties in writing (the "Invoice") subject to the Terms and Conditions set out overleaf.

Passenger information

Title Mr - Mrs - Miss - Ms - Dr - Other -

Surname (as per passport): _____

First Names (as per passport): _____

Address: _____

City: _____ state: _____ postcode: _____

country: _____

Tel - work: _____ home: _____

mobile: _____ fax: _____

E-mail address: _____

Occupation: _____

I have the following **allergies** (if any) _____

I have the following **dietary restrictions** (if any) _____

Frequent Flyer – QF _____ Other _____

Flight seat preferences: _____

My shirt size is: S- M- L- XL- XXL- (for African safaris only)

My weight is: _____ kgs (mandatory for safety on charter flights)

Room type: : Single- Twin- Double- Honeymoon- Family-

Special Occasions request & date: _____

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Surname (as per passport): _____

First Names (as per passport): _____

Address: _____

City: _____ state: _____ postcode: _____

country: _____

Tel - work: _____ home: _____

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Special Occasions request & date: _____

Emergency contact details

Name: _____

Relationship: _____

Tel - work : _____ home: _____

Mobile: _____

Name: _____

Relationship: _____

Tel - work : _____ home: _____

Mobile: _____

Passport information

Full name on passport: _____

Passport #: _____ Date of issue: ____/____/____

Expiry date: ____/____/____ Place of issue: _____

Date of birth: ____/____/____ Citizenship: _____

I have two (2) clear pages per country to be visited in my passport.

My passport is valid for least 6 months after my return date from my travel arrangements.

Full name on passport: _____

Passport #: _____ Date of issue: ____/____/____

Expiry date: ____/____/____ Place of issue: _____

Date of birth: ____/____/____ Citizenship: _____

I have two (2) clear pages per country to be visited in my passport.

My passport is valid for least 6 months after my return date from my travel arrangements.

Travel insurance

Please arrange travel insurance for me/us

Booking information

Your Safari consultant: _____

Deposit Paid: Cash - Credit Card - Direct Deposit -

Date Paid: _____

Departure Date ex Australia: _____

Number in Party: _____

Names, if not family party: _____

I have read and understood the itinerary set out in the Invoice and instruct TCSC to book the travel arrangements in that Invoice. I confirm that all members of my travelling party have completed this booking form and that where any of them are under the age of 18 years, a parent and/or guardian of that child has completed and signed the booking form on behalf of that child.

Passenger 1 Signature: _____

Passenger 2 Signature: _____

Date: _____

The terms and conditions of this contract are overleaf



Terms and Conditions

HOW TO BOOK YOUR TRAVEL ARRANGEMENTS

To accept the offer of TCSC set out in the Invoice, the clients must complete the booking form and return it to TCSC with the deposit set out in the Invoice. TCSC is under no obligation to the clients to book the travel arrangements unless and until the booking form and the deposit are provided to TCSC.

PAYMENT OF THE DEPOSIT

The deposit paid and provided with the booking form is **not** refundable for any reason whatsoever.

YOUR TRAVEL PACK – CHECK ON TRAVEL ARRANGEMENTS.

Upon the clients providing to TCSC the booking form and deposit, TCSC will provide to the clients a travel pack. The clients acknowledge that the clients will make certain that all aspects of the clients' travel arrangements are as required within that travel pack. The clients undertake to advise TCSC within 7 days of the date of the provision of the travel pack of any error that is contained in the travel arrangements as upon expiry of the 7 days, the clients are deemed to have accepted that the clients' travel arrangements are as set out in that travel pack.

PAYMENT FOR TRAVEL ARRANGEMENTS

The clients agree to make payment for the travel arrangements strictly in accordance with the schedule set out in the Invoice.

If the clients fail to make payments in accordance with the schedule, then upon that failure, the clients are in default under the terms and conditions of this agreement and the travel arrangements are deemed cancelled as at the date of default.

PAYMENT FOR LAND CONTENT OF TRAVEL ARRANGEMENTS

Where by virtue of the value of the Australian dollar, the costs for the land content of the travel arrangements exceed those stated in the Invoice, the clients agree to pay that excess and TCSC will provide to the clients a tax invoice for the excess. Should the clients fail to pay that tax invoice within 7 days of the date of receipt of same, the clients are deemed to be in default under this agreement and the travel arrangements are deemed cancelled as at the date of that default.

CHANGES TO TRAVEL ARRANGEMENTS- BY CLIENT ("CLIENTS' CHANGES")

The clients may alter travel arrangements, but only by giving a written instruction to TCSC as to the changes required. Each change will attract an administration fee of \$100 and any increase cost occasioned by the change will be the subject of a tax invoice provided by TCSC to the client. Should the client fail to meet payment of the amount on the tax invoice within 7 days of the issue of same, the clients are deemed to be in default under this agreement and the travel arrangements are deemed cancelled as at the date of that default.

CHANGES TO TRAVEL ARRANGEMENTS BY TCSC ("CLASSIC SAFARI CHANGES")

The clients acknowledge and agree that for a whole series of reasons, TCSC may have to alter the travel arrangements up to and including and throughout the travel period. The clients agree that no claim for compensation can or will be made against TCSC if such a change has to be made, as long as the change is made on the basis of reasonable justification and that alternative arrangements are put in place by TCSC that are of the same quality as those set out in the travel arrangements.

CANCELLATION CHARGES

The travel arrangements can be cancelled by the client but only by providing TCSC with a written notice of the client's intention to do so.

Where a tour operator or airline company has a cancellation policy different to that set out below, then whatever that policy is or might be, that policy shall apply to any cancellation of travel arrangements with that tour operator or airline company.

If such a cancellation policy does not exist, and if the client wishes to cancel travel arrangements, and the cancellation notice is received:

- 60 days or more prior to departure – the client will forfeit the deposit paid;
- between 60 and 30 days prior to departure – the client will forfeit of 50% of the cost of the travel arrangements;
- 30 days or less prior to departure – the client will forfeit the whole of the cost of the travel arrangements;

as shown on the Invoice, or applied because of client changes.

REFUNDS FOR UNUSED PORTION OF TRAVEL ARRANGEMENTS

The clients acknowledge and agree that the travel arrangements are a package and that the client cannot choose to select portion of the travel arrangement and be refunded in whole or in part for those portions unused.

TRAVEL INSURANCE

The clients acknowledge and agree that where the clients request TCSC to book travel insurance, that the clients have undertaken a due diligence of the company providing such insurance and has satisfied himself, herself, themselves or itself that the travel insurance is adequate to insure the risks of the client. The clients acknowledge and agree that the clients do not in any way rely upon, nor do the clients expect TCSC to be an expert in the selection of the insurer, the insurance package, the policy or the premium rate to be paid by the clients to the insurer in respect of the provision of the policy or the terms and conditions of the policy and as to whether, in the circumstances of the clients and the travel arrangements, the insurance is adequate to protect the needs of the clients. TCSC is not an expert in travel insurance, the selection of the supplier of travel insurance or in the terms and conditions that form part of a travel insurance policy, nor is TCSC an expert in appreciating the cost that should be occasioned to the client for payment of the premium in relation to such insurance. The clients agree and acknowledge that in arranging such travel insurance for the clients, the clients and TCSC are not entering into any contract for TCSC to so provide advice as to, or to supply such insurance policy.

The clients acknowledge and agree that DFAT travel warnings may void travel insurance, and that it is the responsibility of the clients to monitor warnings.

PASSPORTS & VISAS

The clients agree and acknowledge that it is the clients' obligation, at all times, prior to, at the time of and throughout the travel arrangements for the clients to hold the appropriate passport and visas in order to be able to undertake and complete the travel arrangements. The clients acknowledge and agree that whilst TCSC may assist in the obtaining of the necessary visas to assist the client in being able to undertake the travel arrangements, that the rules and regulations in relation to the issue of the visas, particularly in the countries to be visited by the client during the travel arrangements, change and do so without notice. The clients agree and acknowledge that although TCSC may have assisted the client in obtaining such visas, the client does not rely upon TCSC to have provided correct visas that comply with the then current law of any country which the clients enter, or intend to enter, during the travel arrangements.

FORCE MAJEURE

The clients agree and acknowledge that TCSC cannot and will not be held responsible or liable by the clients for changes:

- to itineraries and accommodation and in relation to travel arrangements as a result of any matter, manner or thing outside of the care and control of TCSC, including inclement weather, civil unrest, Acts of God and the like;
- in local conditions and events, unpredictable, or predictable.

THE CLIENT ASSUMES THE RISK OF ENTERING UPON THE TRAVEL ARRANGEMENTS

The clients acknowledge that the clients have undertaken and will continue to undertake up to, including and throughout the period of travel in the travel arrangements, his, her, their or its extensive due diligence and ongoing due diligence in relation to the travel arrangements. The clients here acknowledge and agree that the travel arrangements are to take place in countries and regions and under circumstances where (not necessarily in the travel arrangements):

- standards of health care;
- the provision of trauma and health services;
- standards of hygiene generally;
- standards in food preparation;
- occupational health and safety rules, regulations and training;
- the provision and wearing of safety equipment; and
- safety checks on transport, equipment, vehicle, aeroplanes and equipment;

used and/or provided in the travel arrangements, are or may be of a lesser standard (and substantially so) than in Australia.

The clients acknowledge and agree that the provision and wearing of safety equipment whilst the client is undertaking activities that would normally require the client to wear such equipment, provision of emergency equipment and trained manpower; training of staff in emergency procedures and generally may not be up to the standard

of first world countries and may be substantially below that standard or non-existent. The clients agree and acknowledge that the clients accept that as a result of the travel arrangements, those travel arrangements may involve potential and actual exposure to injury and possibly death of the client, or a person or persons accompanying the clients during the period of travel.

The clients acknowledge that the extensive due diligence and continuing due diligence in relation to the travel arrangements include the clients' attention being drawn to the DFAT travel warnings in relation to that or those places in the travel arrangements to which the clients are to travel. The clients agree and acknowledge that the clients has satisfied himself, herself, themselves or itself as to whether or not it is safe to travel to the destinations so stated on the travel arrangements.

The clients also agree and acknowledge that any such due diligence has been undertaken up to and including the time of travel and during the period of travel.

WHAT IS INCLUDED IN AND WHAT IS EXCLUDED FROM THE TRAVEL ARRANGEMENTS?

The clients acknowledge and agree that the only services to be provided are those specifically set out on the Invoice and in the travel pack, and no more and as a consequence all other experiences that may be had whilst the travel arrangements are in place, are at the cost of the client. The following are not a part of the travel arrangements:

- personal travel insurance;
- travel insurance;
- visa, passport and vaccination charges;
- airport departure and airline taxes;
- any meals, transport costs, accommodation costs or other expenses that are not included in the travel arrangements;
- laundry, postage, personal clothing, medical expenses and the items of a personal nature;
- emergency evacuation and/or emergency search charges;
- additional expenses caused by delay, accidents or disruption to planned itineraries;
- tipping and excess baggage charges;
- beverages (unless as otherwise in specified in the Invoice); and
- any item not specifically detailed as included in the travel arrangements.

JURISDICTION

The laws of New South Wales, Australia shall apply to this agreement and anything that emanates there from. In respect of any dispute, claim or demand in relation to this agreement and anything related either directly or indirectly to it, including the provision of and the enjoyment of the travel arrangements by the client shall be commenced and continue in a court with a registry in the central business district of Sydney and no other. Where a party to any such proceedings is a party to this agreement, and as a result of the rules of the court in which the proceedings are commenced, may transfer the proceedings to another registry, the parties agree that such parties shall not so transfer.

HEALTH AND FITNESS OF THE CLIENTS

The clients acknowledge and agree that TCSC has made no enquiry whatsoever as to the fitness, health or otherwise of the clients to be able to undertake the travel arrangements and to complete them in accordance with those set out in the Invoice, or at all. In this regard, the clients acknowledge that the clients have undertaken whatever steps are necessary in order to check the health and physical condition of the clients and the ability of the clients, having regard to the clients' health and physical condition, to undertake what is set out in the travel arrangements.

NO AGENCY

TCSC identifies a person, persons and/or company whom or which can supply to the clients the appropriate goods and services to allow the clients to be able to undertake the travel arrangements and at the instruction of the clients, contracts for and on behalf of the clients with that contractor in order for the contractor to supply to the clients those goods and/or services.

At no time is TCSC an agent for the contractors nor are those contractors an agent for TCSC.

