

Terms & Conditions of Travel

Please take the time to read and understand the conditions of booking set out below prior to booking a trip with us.

1. Our contract

All bookings are made with Aussie Road Crew (ABN 45 158 616 678) trading as Beccy Cole Music PTY LTD (**us/we**). By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Deposit requirement

You are required to pay a non-refundable deposit of vehicle per trip for your booking to be confirmed. The deposit is 10% of the total tour fee based on 2 people in one vehicle without discounts.

3. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation invoice, a welcome letter and a FAQ sheet. A contract will exist between us from the date we issue the confirmation invoice or if you book within 30 days of departure the contract will exist when we accept your payment. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 60 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

4. Prices & surcharges

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary between states and years of travel. Your best option if you like the price you see is to book at that time. Please note that a surcharge may be applied to all purchases made by credit card. Late fees may also apply.

5. Your details

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price by completing the online booking form. You will be directed to the online booking form via a link once you've completed your initial deposit payment. Necessary details may include, but are not limited to, full name as per passport, date of birth, car registration, caravan/motorhome/trailer etc details, pre-existing medical conditions & food allergies.

6. Cancellation by the traveller

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

- 30 days or more prior to departure, we will retain the deposit;
- between 15 and 29 days prior to departure, we will retain 50% of the total booking cost plus the deposit
- 14 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

Note that different cancellation conditions apply to some trips and additional services, eg optional activities, coach services, performances at a public venue. Your booking consultant will advise if differences apply. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

*Transfer of monies paid from one tour to another tour in the same year is possible, although complete funds paid may not be able to be transferred. See item 8.

7. Cancellation by us

We may cancel a trip at any time up to 30 days before departure, subject to clause 12. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate tour or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to vehicle or equipment hire, travel insurance excess or non-refundable flights.

8. Booking amendments

If you wish to transfer from one trip to another you must notify us at least 60 days prior to the proposed departure date. A fee of \$250 per booking will apply. If you notify us less than 60 days prior to the proposed departure date the refund policy applicable to cancellations will apply.

If you make changes to any prepaid optional activities 30 days before travel, refunds are not guaranteed.

9. Inclusions

The land price of your trip includes:

- All site accommodation
- All entertainment within the tour schedule
- At least 5 fully catered meals
- Daily hot breakfasts
- All public performances by the celebrity tour host
- Festival admission and camping within the tour schedule

10. Exclusions

The land price of your trip does not include:

- international or internal flights
- airport transfers, taxes and excess baggage charges unless specified
- meals other than those specified in the inclusions of item 9
- Petrol or other travel costs
- travel insurance

- Optional activities and all personal expenses

11. Age & Health requirements

Aussie Road Crew tours have no upper age limit though we remind you that camping and frequent travel can be physically demanding and our clients must ensure that they are suitably fit to allow full participation. While we don't exclude children or infants from Aussie Road Crew tours, we don't specifically cater for any activities for children, unless it is part of a "Aussie Road Crew Family Tour" series. All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18 day to day care. Please note, extra person per vehicle fees still apply to children attending tours.

12. Additional Travellers/Solo travellers

Tour fees are based on 2 people in one vehicle. Any additional travellers (third person, fourth person etc in a single vehicle) will be charged as per the tour "extra person" fee stated on the specific tour details on the website and detailed within the welcome letter and invoice.

13. Travel insurance

It is recommended that travel insurance is obtained for all our travellers and should be taken out at the time of booking. It is recommended that your travel insurance should provide cover against personal accident, death, medical expenses and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, personal liability and car damage.

15. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

16. Change of itinerary

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary.

Before Departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change or accepting an alternative offered.

After departure: We reserve the right to a major change in an itinerary after departure due to local circumstances or events outside of our control. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change or accepting an alternative offered. In such circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as petrol.

17. Authority on tour

Our tours are run by Aussie Road Crew staff and directors. The decision of the Aussie Road Crew staff and directors is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the Aussie Road Crew staff and directors may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked.

18. Acceptance of risk

You acknowledge that the nature of the trip is road travel and participation involves a degree of personal risk. It is your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

19. Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

20. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by Aussie Road Crew staff and directors or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

21. Claims & complaints

If you have a complaint about your trip please inform Aussie Road Crew staff and directors at the time in order that they can attempt to rectify the matter. If satisfaction is

not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

22. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

23. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

24. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details as strictly confidential.

25. Personal liability waiver

On final payment you agree to all terms of our personal liability waiver delivered in our initial correspondence with your welcome pack.

26. Registered mailing address

Aussie Road Crew, PO Box 332, Mitcham Park Shopping Centre SA 5062