



## BOOKING FORM

**Tour name:**

**Tour date:**

This booking form is subject to the Booking Conditions detailed below. The signed and completed form can be scanned and emailed or posted back to us.

Email contacts: [wendy@bigyellowsuitcase.com.au](mailto:wendy@bigyellowsuitcase.com.au) or [tom@bigyellowsuitcase.com.au](mailto:tom@bigyellowsuitcase.com.au)

Mail: PO Box 176 Mosman, NSW 2088 Australia

### Personal Information:

	Your details	Your travelling partner's details (if applicable)
Full Name:		
	D.O.B // Sex: M/F	D.O.B // Sex: M/F
Address:		
Email:		
Telephone:		
Travel Insurance#	Company:  Tel:  Policy number:	Company:  Tel:  Policy number:
Rooming requirement (twin/double/DFS)		
In emergency please contact (name, tel.number, address, relationship)		

Special dietary requirements:		
Do you have any medical conditions (please specify allergies, diabetes, seizures, heart conditions etc)		
Details of prescribed medication you are likely to be taking during the tour		
Details of any hospitalisation or serious illness in last 2 years		
Details of prescribed medication you are likely to be taking during the tour		

# If you do not yet have your travel insurance details, please forward them as soon as possible.

Signature: \_\_\_\_\_

Signature (companion or partner if applicable): \_\_\_\_\_

# **BIG YELLOW SUITCASE**

## **Booking Conditions:**

Big Yellow Suitcase is the provider (“Provider”) of village tours to its customers. These Booking Conditions (“Conditions”) contain important information. It is essential that you carefully read and understand them. The Conditions constitute a legally binding contract between the Provider and you for the services provided by the Provider and set out the basis of your legal relationship with the Provider.

By booking with the Provider and paying the non-refundable deposit of 10% of the total price, or full payment you acknowledge that you have read, understood and agreed to be legally bound by the Conditions.

The Provider reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times for the Tours without notice. However, reasonable efforts will be made to maintain arrangements as advertised.

## **Prices:**

Prices are quoted in Australian dollars and are correct at the time of printing. Payments can be made by bank transfer or credit card (which will incur a 3.0% surcharge). Tour cost is based on twin share accommodation. If you require a single room, a supplement will apply.

The Provider reserves the right to adjust prices whether or not you have already made full payment. The Provider will do everything within our control not to adjust prices and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs, local accommodation taxes or other operating costs on which prices are based. Prices, dates and itineraries departing more than 12 months after a booking is made are indicative only and subject to change.

## **Included in Tour Price:**

Twin share accommodation, all meals as per itinerary, scheduled transport, tour guides and drivers, entry costs to scheduled activities.

## **Not Included in Tour Price:**

Airfare, passport and visa fees, travel insurance, excess baggage charges, airport taxes, extra meals, laundry, drinks, medical expenses, optional activities and trips, and any other item of a personal nature are not included in your Tour price.

## **Deposit:**

To secure a reservation a non-refundable deposit of 10% of the published tour price is required for each person booking. Balance is due 60 days before departure. When a booking is made within 60 days before departure, a reservation is secured upon receipt of the total tour cost. Reservations made by private groups and agents are also subject to the Conditions.

## **Risk:**

When assessing whether the Tour will operate, the Provider uses information from its local operators in conjunction with advice from the Australian Department of Foreign Affairs and Trade. It is your responsibility to accustom yourself with the travel advice provided by this government body, as well

as that of your country of residency, before commencing the Tour. By booking with this Provider you acknowledge our decision to travel on the Tour is made after due consideration of relevant travel information that may be made available at any time.

Bookings are accepted on the understanding that all persons travelling are normally in good health and physically equal to the minimum demands of the chosen Tour. If in doubt please seek medical advice.

**Exclusion of Liability:**

Where the Provider provides services it will do so with due care and skill. The Provider is not responsible for the acts and omissions of others, including tour guides, accommodation or transport providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. You warrant that you have not relied on any representation made by the Provider, any travel agent or other representative.

You acknowledge that the Provider has not made and will not make any express or implied warranties in relation to the Tours.

The Australian Consumer Law (Cth) and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into agreements. This clause does not exclude or limit the application of any Consumer Warranties or other warranties where to do so would contravene the law of the relevant jurisdiction or cause any part of this clause to be void. You hereby waive and the Provider hereby disclaims all warranties whether written or oral, express or implied, including but not limited to the Consumer Warranties. The liability of the Provider is limited to providing the Services again or payment of the cost of having the services supplied again, the choice of which is at the option of Big Yellow Suitcase.

The Provider will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the Tour (including pre and post accommodation) are entirely at your own risk and the Provider cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

**Cancellation by the Provider:**

The Provider reserves the right to cancel a departure and will advise you of such cancellations no later than 60 days before the departure date. If due to 'Force Majeure' (as detailed below) or government travel advice the Provider reserves the right to cancel a departure at any time. With any form of cancellation, the Provider will offer you alternative arrangements, and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to the Provider except in the case of 'Force Majeure' or government travel advice where refunds will be less any unrecoverable costs. The Provider will not be liable for any additional costs incurred by you.

Further, in order to operate a Tour we require a minimum number of 8 clients. If the minimum number is not met, we reserve the right to cancel the Tour, in which event we will refund all monies paid by you for the Tour.

## **Force Majeure**

The Provider will not be liable for any delay in, change to or cancellation of Tours due to circumstances beyond the reasonable control of the Provider and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions and fire.

## **Cancellation by You:**

Should you wish to cancel notification of cancellation must be made to the Provider in writing. The date of the cancellation is the date on which written notification is received by the Provider. The following charges will apply:

Over 60 days before Tour departure:	deposit only
60 – 30 days before Tour departure:	50% Tour cost
Less than 30 days before Tour departure:	100% Tour cost

If you do not pay the balance of your total booking cost within 60 days prior to departure, your booking may be terminated and you will lose your deposit. In addition other cancellation penalties may apply. No refunds will be made if you leave a Tour for any reason after the Tour has begun. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilised.

## **Travel Insurance**

Comprehensive, adequate and valid travel insurance is compulsory for all travellers on the Tour. Your travel insurance must cover accidents, injury, illness and death, medical expenses including any related to pre-existing medical conditions, emergency repatriation, personal liability, cancellation, curtailment and loss of luggage and personal effects. We recommend your policy also include ambulance cover. You must carry proof of insurance with you and produce it if reasonably requested by the Provider's employees or suppliers.

## **Credit Card Payments**

All credit card payments are made through a designated registered travel agent who keeps all client monies in a Trust Account until disbursement in respect of the services to be provided related to your booking.

## **Changes to your Trip:**

The information about Tours given to you by the Provider and pre-departure information are subject to change. It is your responsibility to review the up-to-date pre-departure information. It can be obtained from the Provider. The information and conditions in the pre-departure information are deemed to be part of the Conditions. Where changes to your Tour occur after you have received your final documentation, the Provider will, where practical, advise you of such changes.

## **Authority of the Leader:**

At all times the decision of the Provider's leader or representative ("Leader") will be final on all matters likely to affect the safety and well-being of the Tour. This includes any decision that the Leader makes about your on-going participation in the Tour or certain activities that comprise part of

the Tour. If you fail to comply with a decision made by the Leader, or interfere with the well-being of the group, then the Leader reserves the right to terminate this contract and order you to leave the Tour immediately, with no right of refund.

**Complaints:**

If you have a complaint about your Tour, you must make it known at the earliest opportunity to the Leader and/or the Provider's local representative, who will attempt to resolve your complaint. If at the end of the Tour you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your Tour.

**Passport and Visas:**

It is your responsibility to carry a valid passport and have obtained the appropriate visas when travelling with the Provider. Please ensure that your passport is valid for 6 months beyond the duration of your Tour.

**Publicity:**

You agree that the Provider may use images of you taken during the Tour without recourse to you and without compensation to you, for publicity and promotion purposes only through whichever medium it chooses.

**Privacy:**

In order to supply a service to you, the Provider will need to collect certain information from you, some of which may be personal in nature. The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose.

**Interpretation:**

"Big Yellow Suitcase", "the Provider", "we", "us", "our" and related uses mean Bright Red Fish Pty Ltd and T. N. Tacker trading as Big Yellow Suitcase, ABN 12 261 695 046.

"You" and "your" and related uses mean the client of the Provider under this agreement.

**Governing Law:**

The Conditions will be governed by and construed in accordance with the law of Victoria, Australia and each party agrees to submit to the exclusive jurisdiction of the courts of Victoria, Australia as regards any claim or matter arising under the Conditions or a booking.

**End of Conditions**