

## Terms & Conditions

### AUSTRALIA 4 WHEEL DRIVE RENTALS

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Incorporating [www.australia4tours.com](http://www.australia4tours.com) - [www.australia4tours.com.au](http://www.australia4tours.com.au)

**Contract/Agreement:** The contract is between Australia 4 Wheel Drive Rentals (Incorporating [www.australia4tours.com](http://www.australia4tours.com) and it's group of web sites) - either operator or agent - and any person (client) travelling or intending to travel on an itinerary or tour supplied. This agreement shall be interpreted in accordance with the law of the Northern Territory in the Commonwealth of Australia. The actions, claims, demands or suits arising out of this agreement shall be exclusively justifiable in the courts of the said territory. Australia 4 Wheel Drive Rentals has the sole authority to vary or omit any of these terms.

**Quotations:** All quotations are subject to availability of services quoted and are not guaranteed until the booking amount as per the clients quote is received, booking is confirmed and Australia 4 Wheel Drive Rentals receives the clients signed E-Ticket confirmation form. Some quotations will have validity dates on them and if a booking amount as per the clients quote is not received by that expiry date then the quotation will automatically cancel without notification to you.

**Bookings:** To secure a booking, Australia 4 Wheel Drive Rentals requires a completed Booking form or e-mail, or fax sent by the client, or the parent/legal guardian (if the client is under 18 years), and payment details (name on card, current residential address, mobile telephone number, credit card number, expiry date). A booking is valid when Australia 4 Wheel Drive Rentals confirms acceptance and receives the clients signed returned confirmation in writing. Australia 4 Wheel Drive Rentals and the tour company reserves the right to decline any booking at their discretion. It is for the passenger to solely decide and choose the tour of their choice and to decide if they are fit and active to meet the tour travelling requirements and conditions of the tour operator/supplier.

**Booking Amounts:** Deposits or Full Payment: A deposit or full amount to Australia 4 Wheel Drive Rentals and/or to Australia 4 Wheel Drive Rentals and the supplier will be required to confirm any booking; the client will be notified in the quote of payment details. Booking Amounts: Deposits or full payment conditions for certain products may vary and we will advise you in writing of these conditions at the time of quotation.

**Final Payment:** If a deposit is required only at the time of booking then usually final payment owing is normally made 35 days prior to travel or the date of travel (Again the client will be notified of these details in their quote and ticket - some tours have a pay on board for park fees and other fees). No vouchers will be issued until final payment is received. Final payment conditions for certain products may vary and we will advise you in writing of these conditions at the time of quotation. In the case of non-payment of the balance by the due date, Australia 4 Wheel Drive Rentals will treat the booking as cancelled unless the client communicates to the contrary. Some operators will request the balance of payment at different dates prior to travel. If this is the case, Australia 4 Wheel Drive Rentals will advise you as soon as this is known.

**Prices:** All prices will be quoted in Australian Dollars for Australian services. Please use a currency converter to check the cost. All prices include Australia Goods and Services Tax of 10%. All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. We or each supplier do not accept any liability for currency variances up or down.

**Cancellations:** Cancellations must be in writing and signed by the passenger and can either be per email attached scan, (fax) facsimile, or by letter via registered post. No cancellation will be accepted unless

received in writing and received by us directly from you. The date that we receive the cancellation notice is the date that it is deemed cancelled. Please note we found signed fax or a signed scan via email to be the easiest without delay.

**Cancellation Policy:** Each supplier varies in their terms and conditions. We supply you the client with the supplier/tour operator cancellation fees and terms, this will be in your Quote or E-Ticket from us after booking based on the relevant supplier. It is part of the booking requirements that you read, understand and accept the supplier's terms and conditions.

Australia 4 Wheel Drive Rentals will charge a minimum cancellation fee of AUD\$20.00 to cover banking and administration costs. Cancellation conditions for certain products will vary. As part of the Australia 4 Wheel Drive Rentals terms normally 15%-25% being part booking amount is non-refundable as well as the suppliers terms policy up to the Gross Tour Price (The 15% will be considered as credit towards a future booking made by Australia 4 Wheel Drive Rentals). Passengers should confirm prior to booking if they have any questions. Refunds will not be made for bookings cancelled due to inclement weather or road conditions or indigenous cultural reasons. Suppliers will impose their own cancellation conditions as well. We strongly recommend that you take out travel and sickness insurance, including **cancellation insurance for all reasons!** If you cancel a reservation or a refund for any other reason is credited to you any 1.5% merchant fee taken by Australia 4 Wheel Drive Rentals will not be credited as we have been advised by our merchant facility this is not refunded by the credit card companies.

**Australia 4 Wheel Drive Rentals strongly recommends that travellers have a insurance policy that includes cancellation, bad weather, unforeseen travel interruptions and family emergencies.**

**Concerns:** In the event that a client has a complaint about any of the travel arrangements, they must advise the relevant supplier at the time and inform Australia 4 Wheel Drive Rentals in writing. This will assist settlement of any grievance or complaint. Any disputes over the itinerary changes, quality, cancellation or class of tour or accommodation booked not available and condition of the product is between the client and the product tour operator/supplier and as such, Australia 4 Wheel Drive Rentals cannot be held liable for any problem with the product supplied.

**Amendments:** All tickets requiring amendments to names, dates, vehicle clauses, rates or any amendment have a tour operator/supplier fee.

All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations there could be some variance in the amount refunded compared to the amount initially charged. We do not accept any liability for variances up or down. Refunds by credit card can take up to 28 working days depending on the customer and/or tour operator's Financial Institution.

**Once The Tour Commences:** Once the tour commences the tour operators/suppliers and agents Terms and Conditions contain still apply in full. Should there be any amendment such as change of route, changes to places of interest, shorten, cancel or change any part of the tour once the hire has commenced, the passenger will have to deal directly with the tour company and not Australia 4 Wheel Drive Rentals, though Australia 4 Wheel Drive Rentals will assist to provide some general information and help as much as possible. Any decision made will be between you and the tour company.

**Injuries and losses:** Australia 4 Wheel Drive Rentals accepts no liability for personal injuries and losses.

**Choosing a trip:** It is the client's responsibility to choose a trip within their capabilities.

**Liability:** Australia 4 Wheel Drive Rentals accepts no liability for any action or activity undertaken by the client arranged independently or Australia 4 Wheel Drive Rentals while on holiday.

Australia 4 Wheel Drive Rentals shall not be liable to compensate clients for associated expenses incurred as a result of their booking. No refund will be made for any unused services that are included in the price. Australia 4 Wheel Drive Rentals accepts no responsibility for any loss or damage to personal belongings or luggage or for any injury or loss of any type whilst on tour or arising from the use of third party suppliers services, accommodation, connecting flights, such as camel ride services, restaurants or local tour operators cannot be held responsible for passenger's failure to re-join tours where the company's instructions have not been adhered to. Accordingly, all costs incurred by passengers as a result will be at

own expense. At times a itinerary may have been updated and a image to the old itinerary may have been still displayed. Please see our disclaimer for all reference to external linking, pricing, images, and itineraries, tour details in our quotes and on our websites.

**Force Majeure:** Australia 4 Wheel Drive Rentals including it's website [www.australia4tours.com](http://www.australia4tours.com) shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, was, governmental action, terrorism, terrorism warnings, labor (labour) conditions, airline cancellations, earthquakes, material shortages, or any other cause beyond the reasonable control of such party.

**Seasonal and cultural conditions:** Kakadu National Park, Uluru (Ayers Rock), The Olgas are 'Subject to seasonal and cultural conditions and national park requirement'.

**Rates and Conditions:** Quoted in our brochures and/or documentation are subject to change without notice.

### **Security**

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. When we collect personal information reasonable steps are taken to keep that information secure and to protect that information from misuse or loss and from unauthorized access, modification or disclosure. Please note however that total security of data transmission over the internet cannot be guaranteed as being completely secure. Hence, we cannot guarantee and we do not warrant the security of information transmitted to us over the internet and you acknowledge that you do so at your own risk.

### **What About Our Advertisers and Business Partners?**

This Privacy Policy only relates to our sites. You should be aware that we are not responsible for the practices of our advertisers or business partners. Our site may contain links to other sites. You should check their privacy policies before providing personally identifiable information to them or any other third party.

**Disclaimers:** Illustrations and text in any of our brochures/documentation/web page are only general representations only of the product depicted. Variances in actual products offered could occur due to modifications and/or upgrades to the product design. Some photo's offered are to describe the area and the tour may not actually visit that destination. Please read your itinerary for clarification.

While every effort has been made to provide the most accurate information we advise that Information on this web site may contain technical content inaccuracies or typographical content errors. [www.australia4tours.com](http://www.australia4tours.com) (Australia 4 Wheel Drive Rentals) may at any time and without notice make improvements and/or changes in the products and/or the programs described in this information.

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In no such way or event will Australia 4 Wheel Drive Rentals be liable for any direct, indirect, special or other consequential damage or damages for any use of this website or web sites belonging to Australia 4 Wheel Drive Rentals Group, it's management, owners or staff or any use of hyperlinked websites including, without any such limitation, of any profits, business interruption, loss of programs or other data on your information handling and management system or furthermore otherwise. This is even if we are expressly advised of the possibility of such situations of damages should they occur.

Any maps featured in this website and distances suggested are or may not be to scale and should be used as a guide only.

**Can We Change This Policy?** In order to reflect the fact that our business is growing constantly, we reserve the right to change this policy at any time. We will notify site users of any changes to the Privacy

Policy.

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**Amended and Updated Date: 24.12.2010 Time: 11PM**