

*Please read, print, sign and date the booking form below and fax, post or e-mail (scanned signature) it to Paragliding Queensland along with your non-refundable deposit. Please ensure that you have **read and understood** the Terms and Conditions before completing the booking form.*

Himalayan Adventure tour 2009

Terms and Conditions

of us:

Craig Ross Papworth, trading as PARAWORTH

and

Ytivarg Pty. Ltd. T/A Paragliding Queensland

hereinafter referred to as "Paraworth & PG QLD"

Deposit

A **non-refundable deposit** of 50% of tour cost per person is required in order to secure your reservation. Reservations are confirmed upon receipt by **Paraworth & PG QLD** of the deposit and signed booking form, and payment by the tour participant of such deposit is confirmation that the tour participant understands, accepts and agrees to these terms and conditions.

Balance

The balance is due 60 days prior to the start of the tour. If the participant fails to pay the balance due 60 days prior to the tour start date, **Paraworth & PG QLD** reserves the right to cancel the booking and keep any deposits paid.

If a booking is made less than 60 days prior to the start of a tour the full amount for the tour is payable at the time of booking.

Payments

We accept payment by **most major credit cards**, bank transfers (EFT), and cheque. Confirmation of your booking is made when we receive your deposit, either when your credit card is authorized, a bank transfer is received by our bank, or your cheque has cleared the bank. If payment is made by bank transfer, you are responsible for any fees. If payment is made by credit card, **we add a 3 percent surcharge to the tour cost.**

Pricing:

All prices are shown in Australian dollars and are current at the date of printing. If there is a dramatic fluctuation in the exchange rate or the price of services provided, which are beyond the control of **Paraworth & PG QLD** we reserve the right to adjust the tour prices accordingly, even though the balance of payment may have been made. This would only happen in unusual circumstances.

Travel Insurance.

We strongly recommend you purchase a comprehensive travel insurance policy of your choice at the time of booking. We require travel insurance to book a tour and participants agree to have it, or else provide us a signed disclaimer and waiver. Such insurance should cover full repatriation, full medical expenses, personal baggage, personal accident, accidental loss or damage to property, airline tickets, accommodation, and loss of deposit, cancellation and curtailment of a tour due to any reason, personal liability, legal expenses and emergency. It is false economy to scrimp on this travel cost. **Paraworth & PG QLD** does not provide travel insurance, nor can we be held liable or responsible for any issues arising from not having it. **Your credit card may provide sufficient coverage if payment is made with it.** (Insurance may not cover trip cancellation due to pre-existing medical conditions). Please read your policy carefully.

Cancellation

There are two types of cancellation: those made by participants for any reason and those made by **Paraworth & PG QLD** or a supplier.

If made by you, cancellation must be made in writing via post or fax to **Paraworth & PG QLD** and will become effective upon receipt by **Paraworth & PG QLD**. If a participant chooses not to use any portion of a tour, there will be no refunds for the unused portion.

Our suppliers and **Paraworth & PG QLD** reserve the right to modify a tour or cancel a tour prior to commencement, for whatever reason, including an insufficient number of participants. If a tour is cancelled or our suppliers are unable to provide the tour booked, participants are due a refund of all payments received. Because the contract for the tour is between the participant and supplier, the supplier is responsible and liable for refund of payments made to the supplier, whether by **Paraworth & PG QLD** and/ or the participant directly. Any payments collected by **Paraworth & PG QLD** but not yet submitted to the supplier will be refunded by us. As an agent, we cannot be held responsible or liable for recovery of a participant's payments held by a supplier.

Cancellation costs

If canceling prior to final payment, the deposit is non-refundable. After final payment is received, a cancellation fee of approximately 75% applies. This percentage may be less depending on the date of cancellation. A cancellation fee of 100% is applicable within 14 days of travel. If cancellation is not due to pre-existing illnesses, travel insurance will cover most or all of the cancellation fee. Please read your policy carefully.

Exclusions

International airfare, Medical expenses, Excess baggage, extra meals, laundry, drinks, items of a personal nature and tips.

Itinerary Validity and Content

This document is valid for the period of 1/1/09 – 31/12/09 unless otherwise specified. Every effort has been made to ensure accuracy. **Paraworth & PG QLD** shall not be liable for any injury, damage or loss caused by any inaccuracy. **Paraworth & PG QLD** reserves the right to change tour arrangements or accommodations due to safety or

security reasons, and will endeavor to provide alternative arrangements of the same standard as that originally booked.

Disclaimer

Paraworth & PG QLD is not a carrier or hotelier, nor do we own aircraft, hotels or coaches. The services of **Paraworth & PG QLD** consist of arranging and coordinating accommodation, tours and transfers, making bookings and issuing vouchers. We provide guiding to pilots through our own experience of the sites and conditions. However, we are in no way responsible for any accidents or injuries that may result from our guiding directly or indirectly.

We exercise every care in the selection of reputable airlines, tour operators, coach operators, hotels and other suppliers of the various travel services which are used in these tours. It is important to note, therefore, all bookings with **Paraworth & PG QLD** are subject to the terms, conditions and limitations of liability imposed by the service providers whose services we utilize, some of which limit or exclude liability in respect of death, personal injury, delay and loss or damage of baggage. Because of this neither **Paraworth & PG QLD**'s, liability for events beyond our control nor liability for accidents incurred due to actions taken at your own risk.

In other words, by joining one of our tours, participants assume all risks and dangers, and all responsibility for any losses or damages. Participants, and their personal representatives and heirs, agree to release, waive, discharge, hold harmless, defend and indemnify **Paraworth & PG QLD** and its agents, officers and employees from all claims, actions or losses for bodily injury, wrongful death, property damage, loss of services, or other claims that may arise because of participation in the tour booked by **Paraworth & PG QLD**

Clients' Responsibilities

It is your responsibility to obtain passports, health certificates or other travel documents where required for the tour. It remains your responsibility to ensure that these documents are in order and to meet any additional costs incurred as these costs can arise while on tour without prior notice.

Special Requirements

Please advise us of any special requirements such as Special Meals, Medical Requirements etc., as soon as possible so that these requirements can be taken into account.

JURISDICTION

These terms and conditions, and a participant's acceptance of them by booking a tour through us, are governed in Australia by Australian law, and both parties shall submit to the jurisdiction of Australian courts at all times. Of course, we prefer to resolve issues through clear communication, understanding of responsibilities, proper manners, and good customer service.

Signature

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Date

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Booking Form

THIS BOOKING FORM MUST BE COMPLETED AFTER YOU HAVE READ THE TERMS AND CONDITIONS.

TOUR PARTICIPANT'S INFORMATION:

(PLEASE ENSURE THAT NAME APPEARS AS SHOWN ON YOUR PASSPORT)

Surname:

First Name: Title: Mr / Mrs / Ms / Miss / Dr

Address:.....

..... Postcode:.....

Ph Home: (....) Ph Work: (.....) Fax:

(.....)

Email

TOUR SELECTED:

..... Date

from:..... Date to:.....

TRAVEL INSURANCE: (Mandatory on all tours - This section MUST be completed).

Please provide the details of your cover:

Insurance Company: Policy

Selected:.....

Policy Number:

I confirm that I am adequately covered through the above policy.

PASSPORT DETAILS: (Passport must be valid for at least 6 months from date of departure)

Passport Number:Date of Issue: Date of expiry:

Place of Issue: Date of Birth:

.....Nationality:.....

Occupation:.....

.....

NEXT OF KIN TO BE CONTACTED IN CASE OF EMERGENCY:

Name:

.....

.....

Home contact:..... Mobile contact:.....

Work contact:.....

By my signature as set forth hereunder I acknowledge and confirm that I have read, understand and agree to all terms and conditions as mentioned hereinbefore.

SIGNATURE:.....

DATE:.....

Parent or Legal Guardian must sign for all persons under the age of 18 years.