

No Limits 4x4 Hire Tagalong Tour Terms and Conditions:

Thank you for using No Limits 4x4 Hire Tagalong Tours. Our tour services are provided to you subject to these terms and conditions. All references to No Limits 4x4 Hire includes (where the context permits) our employees, agents, contractors and suppliers and these terms (including exclusions from liability) apply to their benefit. Unless stated otherwise the terms 'your vehicle' refers to a privately owned, leased, borrowed or hired vehicle (other than a No Limits 4x4 Hire vehicle).

1. These terms (including the exclusion of liability) bind you (the person specified under "Your Name" on the No Limits 4x4 Hire Tagalong Tour Booking Form) and all persons travelling with you in your vehicle, including the participants specified on the No Limits 4x4 Hire Tagalong Tour Booking Form. You warrant that you have the authority to enter into this agreement on behalf of those persons, including any minors. Without limiting the generality of the foregoing you warrant that you have the authority to give the releases and indemnities set out in this Agreement on behalf of those persons.

2. You warrant that all information provided by you in the No Limits 4x4 Hire Tagalong Tour Booking Form is complete and true and accurate.

3. If No Limits 4x4 Hire provides, for hire, a vehicle or other equipment for a tour participant, then the use of that vehicle and/or equipment is bound by these terms, along with the No Limits 4x4 Hire Rental Agreement and No Limits 4x4 Hire terms & conditions.

4. No Limits 4x4 Hire makes every effort to operate all tours as advertised however you acknowledge that:

(a) No Limits 4x4 Hire operates tours in remote areas and reserves the right to amend, vary, re-route, or cancel when in its best judgement, road conditions, climate, or other circumstances deem it to be necessary.

(b) No Limits 4x4 Hire does not guarantee exact arrival and departure times or days.

(c) At the discretion of No Limit 4x4 Hire, a tour may be cancelled if minimum numbers are not achieved. No Limits 4x4 Hire shall advise participants as soon as possible should the tour not proceed under this clause.

5. You acknowledge and agree that:

(a) Participation in any tour organised by No Limits 4x4 Hire is voluntary

- (b) No pets or firearms are permitted on any Tagalong Tours.
- (c) All tagalong tour bookings made with No Limits 4x4 Hire are subject to the terms and conditions and limitations and liability imposed by the other suppliers, some of whom limit or exclude liability in respect to death, personal injury or delay.
- (d) Unless required by law or otherwise expressly agreed in writing by No Limits 4x4 Hire, no refunds are payable and no claims may be made if you do not complete the tour regardless of the reason.
- (e) You must comply with our directions and advice while undertaking the tour and for matters related to the tour.
- (f) Participation on tagalong tours involve group interaction with other participants and No Limits 4x4 Hire and you agree to at all times act decently and with respect to other participants and No Limits 4x4 Hire. You must not cause or create any nuisance to other participants, No Limits 4x4 Hire or the general public.
- (g) We may cancel your participation in the tour at any time, without liability, if you breach these terms.
6. No Limits 4x4 Hire may suspend or cancel your participation or continued participation on the Tour if there are reasonable grounds for No Limits 4x4 Hire to do so.

Medical Matters

7. No Limits 4x4 Hire is not liable for the sickness or injury of any tour participant.
8. You warrant that you do not have any pre-existing medical condition or disability (including those disclosed on the No Limits 4x4 Hire Tagalong Tours Booking Form) which will impact on or prevent you from participating in or completing the tour. It is your responsibility to ensure that you are medically fit and capable of completing the tour.
9. Tours are carried out in remote areas with limited medical services. You hereby authorise No Limits 4x4 Hire to take such action as is necessary (but without any obligation on No Limits 4x4 Hire to do so) for the provision of medical services at your cost, including but not limited to, the arrangement of any medical evacuation service by air/road, the attendance of any doctor, nurse, paramedic or ambulance officer and any necessary hospital service. You must pay the costs on time to the provider of the services or reimburse No Limits 4x4 Hire within seven days of demand.
10. You are not entitled to any refund for any part of the tour that you miss due to sickness, illness or injury or due to other circumstances outside the control of No

Limits 4x4 Hire.

Vehicle Matters

11. Should your vehicle break down, No Limits 4x4 Hire will use reasonable endeavours to assist with the recovery of the vehicle although is not obliged to do anything that would jeopardise the safety of any person or pose risk to property of No Limits 4x4 Hire. The tour price does not include the cost of any repairs, towing expenses or any other third party costs that may be incurred by you in order to continue the tour in your vehicle.

12. Should your No Limits 4x4 Hire vehicle breakdown, No Limits 4x4 Hire will endeavour to repair it or tow it to the nearest mechanic. If the vehicle is not repairable within an adequate timeframe, as determined by the tour leader, the tour will have to continue without your party. If you cannot continue on the tour as a result of the mechanical failure of a No Limits 4x4 Hire vehicle you will be reimbursed, at the discretion of No Limits 4x4 Hire, the vehicle hire cost for the remaining portion of tour. No Limits 4x4 Hire will also arrange and pay for, at their discretion, your accommodation and transport costs to the tours return destination to a maximum of \$750.00.

13. You warrant that all drivers of your vehicle, including a No Limits 4x4 Hire Vehicle:

(a) Hold a valid open and unrestricted Australian driver's licence that permits operation of the vehicle.

(b) Are responsible for the vehicle and the persons in that vehicle and acknowledge that the driver is required to demonstrate a duty of care to all other road users, members of the public and other tour participants.

(c) Will be liable for any traffic offences incurred during the tour in relation to your vehicle.

14. You are responsible for the maintenance of your vehicle (including No Limits 4x4 Hire vehicles) during the tour. This includes regularly checking batteries, water and oil levels, tyre pressures and air filters.

15. You are responsible for properly loading your vehicle (including No Limits 4x4 Hire vehicles) and for taking proper precautions for the safe carriage of your load including dangerous goods like gas cylinders. You must ensure that you comply with all manufacturers' recommendations for the carrying of loads including trailers.

16. The tagalong tours are undertaken primarily on rough, unsealed roads in remote locations through varying terrains including sand, gravel, mud and creek crossings and are challenging 4x4 experiences. You warrant that:

(a) All drivers of your vehicle have sufficient driving experience and expertise to

safely drive in those conditions and to maintain the pace of the tour;

(b) Your vehicle is capable of handling those conditions and able to be driven at the pace of the Tour; and

(c) Your vehicle is roadworthy and will at all times during the Tour be registered under the laws of the State in which you live. Acceptance of your booking is not deemed to be an endorsement by No Limits 4x4 Hire of the drivers or vehicles specified by you in the No Limits 4x4 Hire Tagalong Tours Booking Form.

Insurance

17. No Limits 4x4 Hire strongly recommends that all participants using a privately owned vehicle have comprehensive vehicle insurance in addition to third party insurance plus a premium roadside service cover with the relevant motoring body from their State i.e. RACV, NRMA or RACQ.

18. No Limits 4x4 Hire strongly recommends that all participants obtain travel insurance cover.

Bookings & Cancellation Policy

19. To make a booking, you must provide No Limits 4x4 Hire with a written or emailed No Limits 4x4 Hire Tagalong Tour Booking Form along with a deposit of \$500 payable to No Limits 4x4 Hire by EFT, bank deposit, cheque or money order posted to:

NO LIMITS 4X4 HIRE
PO BOX 435
Bribie Island
QLD 4507

Confirmation of the booking will be issued once the Booking Form and payment has been received.

20. The final balance of the amount payable is due no less than 30 days prior to departure. If a booking is made within 30 days prior to departure, full payment is required with the Booking Form in order to secure the booking.

21. If you wish to cancel your booking, you must notify No Limits 4x4 Hire immediately in writing, and the notification will take effect once it is received by No Limits 4x4 Hire. Any cancellation may be subject to penalties as set out in the schedule below:

Cancellation Date & Penalties:

More than 30 days prior to departure date No penalty

15 – 30 days prior to departure date Loss of deposit

8 – 14 days prior to departure date 50% of full payment

7 days or less prior to departure date 75% of full payment

Failure to depart on tour No refund

Leaving during tour No refund

(a) If No Limits 4x4 Hire fills a vacancy by another full paying client prior to the tour departure date, No Limits 4x4 Hire may refund the penalty (less the deposit).

Liability

22. You release No Limits 4x4 Hire from all Claims and liabilities arising out of or relating to your participation in the tour, including (but not limited to) actions (or inactions) of No Limits 4x4 Hire undertaken pursuant to these terms, and including those caused or contributed to by third parties, including suppliers to No Limits 4x4 Hire and other participants on the tour. For the purposes of this clause “Claims” means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgement, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.

23. You indemnify No Limits 4x4 Hire for any loss suffered by it and against all Claims (as defined in the preceding clause) and liabilities arising out of or related to your participation in the Tour and any breach by you of these terms.

24. No Limits 4x4 Hire may suspend its obligations under this agreement if its ability to perform is affected by cyclones, storms, fires, earthquakes, explosions, embargoes, government directives, or any law or regulation, litigation or labour dispute, act of God (such as flood), war, terrorism, or any other cause which is beyond its reasonable control.

General

25. These Terms and Conditions can only be amended in writing by No Limits 4x4 Hire. They are incapable of amendment or waiver by an employee, agent or representative of No Limits 4x4 Hire or by any other supplier.

26. It is your responsibility to obey all state and local laws while on tour. We draw your attention to the laws applying to the limited transportation and use of alcohol in some communities.

27. You give permission for No Limits 4x4 Hire to use any digital film or video/still photographs that may be taken of participants, for any reasonable use including in its advertising or on its web site.

28. No Limits 4x4 Hire's rights under this document are cumulative and not exclusive of any rights provided by law.
29. This Agreement is, and shall be governed by, and construed in, accordance with the law of the State of Queensland.
30. Any money that you do not pay on time to No Limits 4x4 Hire will bear interest at the rate of 15% per annum, calculated daily and capitalised annually. You must pay all of No Limit 4x4 Hire's costs including legal costs (on a full indemnification basis) of enforcing (or attempting to enforce) any of No Limits 4x4 Hire's rights under these terms and conditions or arising from your breach of these terms and conditions.
31. The parties consent to the giving of information for the purposes of this Agreement by electronic communication (as defined in and for the purposes of the Electronic Transactions (Queensland) Act 2001) and without limiting the generality of the foregoing, No Limits 4x4 Hire consents to the Participant providing its signature as to acceptance of this Agreement via the Participant ticking the acceptance box on the No Limits 4x4 Hire Tagalong Tour Booking Form.
32. You cannot claim compensation or seek damages if No Limits 4x4 Hire exercises any of the rights conferred on it by this Agreement, unless this Agreement expressly provides otherwise.