

booking form



To join a Yomads Travel trip, book online at yomads.com, or complete this Booking Form and send it to your nearest Yomads Travel office together with a non-refundable deposit of \$250 per person (per trip). On receipt of the form, we will email you a confirmation along with important information covering all aspects of your selected adventure(s). Please check the specific trip page for any additional information regarding deposit amounts or final payment deadlines that can sometimes be specific or unique to your trip.

PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER
SURNAME: _____
FIRST NAME: _____
ADDRESS: _____
SUBURB/CITY: _____ PROVINCE/STATE _____ POSTCODE: _____
TEL: (MOB) _____ (LAND) () _____
EMAIL: _____ OCCUPATION: _____
DATE OF BIRTH: (DD/MM/YR) ____ / ____ / ____ HEIGHT (IN CM): _____
DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO
IF YES, PLEASE PROVIDE DETAILS _____
DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO
IF YES, PLEASE PROVIDE DETAILS: _____
EMERGENCY CONTACT: _____ RELATIONSHIP: _____
MOBILE: _____ EMAIL: _____

PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER
SURNAME: _____
FIRST NAME: _____
ADDRESS: _____
SUBURB/CITY: _____ PROVINCE/STATE _____ POSTCODE: _____
TEL: (MOB) _____ (LAND) () _____
EMAIL: _____ OCCUPATION: _____
DATE OF BIRTH: (DD/MM/YR) ____ / ____ / ____ HEIGHT (IN CM): _____
DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO
IF YES, PLEASE PROVIDE DETAILS _____
DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO
IF YES, PLEASE PROVIDE DETAILS: _____
EMERGENCY CONTACT: _____ RELATIONSHIP: _____
MOBILE: _____ EMAIL: _____

PASSPORT DETAILS – optional, not required at time of booking

NATIONALITY: _____
PASSPORT NUMBER: _____
DATE OF ISSUE: (DD/MM/YR) ____ / ____ / ____ EXPIRY DATE: ____ / ____ / ____

PASSPORT DETAILS – optional, not required at time of booking

NATIONALITY: _____
PASSPORT NUMBER: _____
DATE OF ISSUE: (DD/MM/YR) ____ / ____ / ____ EXPIRY DATE: ____ / ____ / ____

TRIPS SELECTED

TRIP NAME: _____ DEPARTURE DATE: ____ / ____ / ____ ALTERNATIVE DATE: ____ / ____ / ____
TRIP NAME: _____ DEPARTURE DATE: ____ / ____ / ____ ALTERNATIVE DATE: ____ / ____ / ____

NO SINGLE SUPPLEMENT IS CHARGED ON MOST OF OUR TOURS IF YOU ARE WILLING TO SHARE. YOU MAY REQUEST A SINGLE SUPPLEMENT YES NO
ROOM PREFERENCE (IF BOOKING FOR TWO): TWIN BEDS: DOUBLE BEDS: ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: _____

WOULD YOU LIKE TO PURCHASE TRAVEL INSURANCE? YES, we will provide a quote and obtain your approval before charging your credit card
*only available to Canadian residents NO, I already have proper travel insurance as per terms & conditions (condition 11)

My insurance is with: _____ Policy number: _____ Intl phone number(s): _____

DO YOU REQUIRE FLIGHTS? NO YES IF YES, BUSINESS ECONOMY FROM/TO [CITY] _____

HAVE YOU TRAVELLED WITH US BEFORE? YES NO WHERE DID YOU HEAR ABOUT US? _____

IN SIGNING THIS BOOKING FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND WAIVER OF LIABILITY [CONDITION 19], IF AGED UNDER 19, THIS FORM REQUIRES THE SIGNATURE OF YOUR PARENT OR LEGAL GUARDIAN.

PARTICIPANT 1:
SIGNED: _____ DATE: ____ / ____ / ____

PARTICIPANT 2:
SIGNED: _____ DATE: ____ / ____ / ____

CREDIT CARD DETAILS – PARTICIPANT 1

VISA MASTERCARD CHEQUE
CARD NUMBER: _____ CVV: _____
EXPIRY DATE: ____ / ____ SIGNATURE: _____
CARDHOLDERS NAME: _____ AMOUNT: _____

CREDIT CARD DETAILS – PARTICIPANT 2

VISA MASTERCARD CHEQUE
CARD NUMBER: _____ CVV: _____
EXPIRY DATE: ____ / ____ SIGNATURE: _____
CARDHOLDERS NAME: _____ AMOUNT: _____



Please read carefully the terms in the conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Yomads Travel, trading as a division of World Expeditions Monde Ltd and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorized by Yomads Travel.

In these terms and conditions reference to "Yomads Travel representatives" means tour leaders and staff of Yomads Travel and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

1. How to Book

To reserve your place on one of the tours, you should complete the Booking Form and send it, together with a non-refundable deposit of \$250 per person per trip to your nearest Yomads Travel office, or to your travel agent. Some trips require a non-refundable additional deposit or instant payment for a permit. In these instances, refer to the individual trip notes for an explanation.

2. Payment

The prices quoted on yomads.com are per person for payment by cash, cheque, money order or credit card. Prices quoted on yomads.com are also subject to change under the conditions moreover detailed at paragraph 14 of these terms and conditions. The balance of the tour price is payable to Yomads Travel 40 days prior to departure, or 60 days prior to departure for all Cuba, Indonesia and Romania tours. Prices are quoted in US dollars to USA residents and Canadian dollars to Canadian residents (unless otherwise specified) and all payments must be made in the respective currency. If payment of the balance of the tour price is not received by Yomads Travel by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 4 will apply.

3. Amendments/Transfers

AMENDMENTS: To make amendments to your tour arrangements, you must notify Yomads Travel in writing. Each amendment to your tour arrangements will incur a \$100 administration fee and you will be liable for any increase in airfares or operational expenses occasioned by the amendment.

TRANSFERS: If you wish to transfer from one tour to another, you must notify Yomads Travel in writing after which the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

- If your notice is received more than 40 days prior to your original departure date, a \$100 transfer fee will apply. In addition, any increase in airfares or operational services or extra permit/deposit penalties will apply; or
- If your notice is received within 40-35 days prior to your original departure date, 50% of your original tour price will be forfeited, of if less than 35 days prior 100% of your tour price will be forfeited.

For Cuba, Indonesia and Romania tours, a transfer notice must be received more than 60 days prior to departure. If your request for a transfer is made within 60 days of your departure date, the cancellation penalties listed below will apply.

Note: Any transfer from one tour to another is subject to availability and the agreement in writing of Yomads Travel, however, the transfer of a trip from one person to another is not permitted.

4. Cancellations

Cancellations If you wish to cancel your tour, you must notify Yomads Travel in writing where after the cancellation will take effect subject to the following:

- If cancellation takes place more than 40 days prior to your departure date your full deposit will be forfeited.
- If cancellation takes place between 40 & 35 days prior to your departure date 50% of the tour price will be forfeited.
- If cancellation takes place less than 35 days prior to your departure date 100% of the tour price will be forfeited.
- For Cuba, Indonesia and Romania tours:
 - If cancellation takes place more than 60 days prior to your departure date, you will forfeit the full deposit amount.
 - If cancellation takes place between 60 and 35 days prior to your departure date 50% of the tour price will be forfeited.
 - If cancellation takes place less than 35 days prior to your departure date 100% of the tour price will be forfeited.

The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not been paid to Yomads Travel by you, may be recovered from you by Yomads Travel as a debt due and payable.

5. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre departure fitness training recommendations. You will be required to submit a medical questionnaire as proof that you are fit enough to participate in the tour 40 days prior to departure. You may complete the medical form yourself, unless you have a pre-existing medical condition in which case, you must have your doctor complete your medical form to certify you as fit to participate. If you suffer from severe muscular, chest, heart, sight, hearing or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours can take place in remote areas where there is reduced access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility but insurance may cover you depending on the circumstances. Yomads Travel reserves the right in its absolute discretion to refuse a participant the right to participate on a tour.

6. Medical Disclosure

You declare and warrant that

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to Yomads Travel every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Yomads Travel's decision to permit you to go on the adventure tour;
- immediately upon any adverse change in your health or fitness that may be likely to affect Yomads Travel's decision to permit you to go on the adventure tour, you will notify Yomads Travel in writing of any such adverse change.
- Yomads Travel is permitted to disclose medical information to our consultant doctor.
- Yomads Travel's consultant doctor may exclude you from a tour if he/she deems it necessary. You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.
- You have taken the necessary precautions to immunise/vaccinate for the destination

you are travelling to.

If you fail to comply with the duty of disclosure in this condition and if Yomads Travel would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, Yomads Travel will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

7. Tour Leaders

- In this condition, "nominated tour leader" includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.
- Yomads Travel's nominated tour leaders take their responsibilities seriously and if for any reason a nominated tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this event, but subject to condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund of the purchased tour excluding but not limited to visa, passport and vaccination charges or departure, gear, purchases, airport and airline taxes. If for any reason during a tour the nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, he or she may direct you not to continue and you must follow the nominated tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.
- Yomads Travel reserves the right to change, at any time, the nominated tour leader of any tour. If that happens, Yomads Travel will try to ensure that the alternative tour leader has expertise commensurate with that of the nominated tour leader. Any such change by Yomads Travel will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

8. Cancellation due to tour booking numbers

Yomads Travel reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

9. Route changes, Postponement, Cancellation or Delay

Yomads Travel reserves the right to:

- change the date of departure or conclusion of the tour, or modify any aspect of the tour, or
- cancel or modify any routes within the tour or objectives set out in the itinerary, or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of Yomads Travel, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of Yomads Travel, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by Yomads Travel. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

Yomads Travel also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. In this event, condition 4 applies as if you had transferred or cancelled the tour at the date that Yomads Travel cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

10. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by Yomads Travel. The information contained in Yomads Travel's brochures, itineraries, and internet site is, to the best of Yomads Travel's belief, correct at the date of publishing

11. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with Yomads Travel, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment. You must provide evidence to Yomads Travel that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate

12. Proof of citizenship or information required for travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return home to your home country..

13. Airlines and other transport providers

Any material published by Yomads Travel, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by Yomads Travel. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of Yomads Travel, any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

14. Tour Prices

Package prices are per person based on ground costs, fuel, prices, airfares, exchange rates and assumptions made at the time of printing the brochure. Yomads Travel tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. Yomads Travel reserves the right to amend tour prices (or any part) without notice

at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date. Should the increase of your tour price be greater than 7% of your original tour price, you have the right to cancel your trip and get a refund for the monies paid for your tour. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

15. Exclusions from tour price

Without limitation, the following items are excluded from the tour price:

- personal travel insurance;
- visa, passport and vaccination charges;
- departure, airport and airline taxes;
- extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, postage, personal clothing, medical expenses & items of a personal nature; emergency evacuation and/or emergency search charges;
- additional expenses caused by delay, accidents or disruption of planned itineraries;
- tips, onboard beverages and excess baggage charges.

Refer to our tour notes for full details.

16. Force Majeure

If Yomads Travel is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside Yomads Travel's reasonable control, Yomads Travel will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 9.

17. Assumption of risk

You acknowledge that:

- by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death; and
- in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and
- operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Yomads Travel; and
- the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and
- the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and
- you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

18. Disclaimer

You accept that:

- Yomads Travel acts as a booking agent for third-party tour operators and accepts no liability for the acts or omissions of those third-party tour operators; and
- Yomads Travel will not be liable for any breach of any law by any person with whom you travel on the tour; and
- you may not rely on any representations concerning the tour made by Yomads Travel which are not contained in these conditions.

19. Release and waiver of liability

In consideration of Yomads Travel accepting your booking application and in consideration of you being permitted by Yomads Travel to join the tour to the extent permitted by law:

- you release, waive, discharge, hold harmless and agree to indemnify Yomads Travel and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted (each of whom are collectively referred to as "Yomads Travel and its employees") from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction therewith unless caused by the wilful negligence or wrongful act of Yomads Travel and its employees; and regardless of the situation or circumstances giving rise to the claim you waive any claims you have, or may at any time have, against Yomads Travel and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from Yomads Travel and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour.

To the extent permitted by law, section 74 of the Trade Practices Act 1974 Commonwealth (as amended) does not apply to this contract. If section 74 of the Trade Practices Act 1974 does apply Yomads Travel liability is limited to resupplying the services or paying the costs of resupplying the services, whichever is the lesser.

20. Miscellaneous

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

21. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of Ontario. Should any conflict arise out of the application of the present contract, the Court of the province of Ontario will, at the exclusion of any other jurisdiction, proceed with all claims arising.