



TERMS AND CONDITIONS OF BOOKING AND CANCELLATION POLICY

Dingo Trax Pty Ltd is a privately held entity based in Melbourne, Australia which provides 4X4 tag-along adventure tourism (**Tours**).

These Terms and Conditions for Booking and Cancellation (**Agreement**) apply when you complete this Booking Form, and when you accept an offer made via a social media platform and constitute a legal agreement between you (**Driver 1**) and us (**Dingo Trax**).

This Agreement is related to the (i) Terms and Conditions for the Use of our Website, (ii) Email Legal Notice, (iii) Privacy Policy and Collection Statement and (iv) the Terms and Conditions for Tour Participation, all of which are incorporated by reference, published on our website at www.dingotrax.com.au, and/or made available to you on request.

PAYMENT

Full payment is required at the time of booking. All bookings are made online at <https://www.dingotrax.com.au/tour-bookings>. Amounts quoted are in Australian Dollars (AUD) and include GST.

Confirmation of Booking

When we receive notification of your booking, we will contact you and confirm that we can accommodate you on your chosen tour. If we cannot accommodate you on the tour of your choice, we may offer you the opportunity of participating in a different Tour. If you do not want an alternative tour, we will refund you in full.

CANCELLATION AND VARIATION BY DINGO TRAX

Our Terms and Conditions for Participation in our Tours set out the conditions under which we may cancel or vary a tour. If circumstances arise and we cancel your tour booking, we will refund all amounts paid by you, less non-refundable deposits (for example the cost of permits, park fees, accommodation, and dining deposits etc.) which we have paid on your behalf.

If circumstances arise and we substantively and materially vary your tour booking, we will offer to accommodate you on a different tour. If you decline, our cancellation policy will apply. A change of route, location, timing, itinerary and the like due to circumstances set out in our Terms and Conditions

for Participation in our Tours, does not qualify as a substantive or material variation.

If we cancel, suspend, or exclude you from participation in a tour because you have breached the Terms and

Conditions of Participation in our Tours (which includes endangering lives and property), you agree that we will retain 100% of the full amount paid by you.

CANCELLATION BY YOU

You can cancel for any reason. If you wish to cancel your booking, you must notify us immediately in writing (this includes email, but not text messaging). The cancellation will take effect when we acknowledge receipt of your cancellation notification.

Refunds will be made on the following basis:

If you cancel more than 30 (thirty) days prior to the departure date of the tour we will refund all amounts paid by you, less non-refundable deposits (for example the cost of permits, park fees, accommodation, and dining deposits etc.) which we have paid on your behalf.

If you cancel between 30 (thirty) days and 16 (sixteen) days prior to the departure date of the tour, you agree that we will retain 25% of the full amount paid.

If you cancel between 15 (fourteen) and 8 (eight) days prior to the departure date of the tour, you agree that we will retain 50% of the full amount paid.

If you cancel between 7 (seven) and 1 (one) day prior to the departure date of the tour, you agree that we will retain your 75% of the full amount paid.

If you fail to join the tour on the departure date or arrive on the departure date with a vehicle that is unsuitable for the tour, you agree that we will retain 100% of the full amount paid.

If you leave a tour at any time after departure you agree that we will retain 100% of the full amount paid.

DISCRETION

Entirely at its own discretion, Dingo Trax retains the right to change this refund policy in your favour.



TIMING AND COUNTING

Refunds will be made by Dingo Trax no less than 30 days after cancelled in accordance with this Agreement.

When counting time periods, both the start date and end date will be included in the count.

YOU WARRANT

You warrant that all information provided by you to Dingo Trax in this Booking Form is complete, up to date, and accurate.

You warrant also that you have the capacity and consent to enter into this Agreement and the Terms and Conditions for Tour Participation, on behalf of all participants who will travel with you.

