

Terms and Conditions - Version 0506_1.0 Updated: 11/11/2005

Contents

1. Important Information

1.1 This agreement contains the terms and conditions by which We, in consideration of payment by You (the client), agree to provide storm chase tours.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING PAYMENT FOR A TOUR. MAKING A RESERVATION CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF SERVICE.

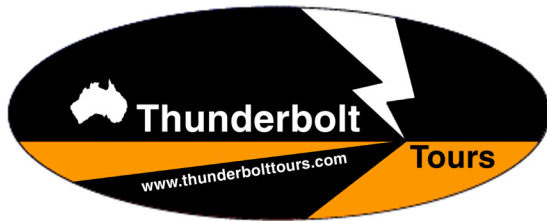
1.2 Please print the Terms and Conditions. Keep them with Your important papers. By agreeing to participate in the Tour, You agree that You have been given an opportunity to retain these Terms and Conditions for subsequent reference. In the absence of a specific request by You, You will not otherwise be provided with a copy of the information.

1.3 If You have any questions or comments in relation to Thunderbolt Tours, please contact Our staff by e-mail to tbtbookings@thunderbolttours.com They will be able to assist You with any query You may have about Thunderbolt Tours.

2. Definitions

2.1 In these Terms and Conditions unless the context requires otherwise:

- (1) "Thunderbolt Tours", "TBT", "We", "Us" means Thunderbolt Tours, it's owners, agents, employees, the owner of the tour vehicle utilised for (the Tour) and anyone involved in the operation of (The Tour).
- (2) "You", "Your", "the Participant" means the person in whose name a booking is made and who intends to participate in the Tour.
- (3) "Australian Dollars" or "AUD\$" means the lawful currency of the Commonwealth of Australia.
- (4) "Dollars", "USD" or "\$" means the lawful currency of the United States of America.



- (5) "Business Day" means any day from Monday to Friday on which We are open for business in Sydney, New South Wales, Australia, but does not include Saturday, Sunday or any public, special or bank holiday.
- (6) "the Tour", means the Thunderbolt Tours Storm chasing Adventure Tour that You have booked.
- (7) "Terms and Conditions" means these Terms and Conditions governing Your participation in the Tour.

3. General

3.1 Your use of Thunderbolt Tours is to be governed by these Terms and Conditions, which is to be read together with the Tour Agreement that You will receive from Us in due course. Where there is any inconsistency between these Terms and Conditions and the Tour Agreement, the latter shall prevail, to the extent of any such inconsistency.

4. Accepting Terms and Conditions

4.1 You agree that Your payment of a deposit for the Tour will constitute agreement by Yourself to the Terms and Conditions. You agree to participate in the Tour solely as provided by these Terms and Conditions. You should ensure that You have read and understood these Terms and Conditions.

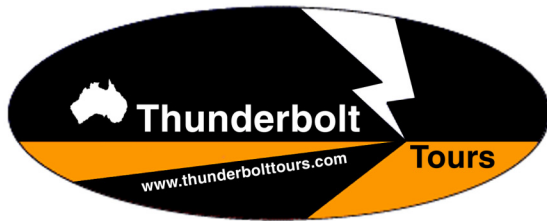
5. Payment

5.1 You agree to pay a non-refundable deposit to Us in the amount of \$300.00 to reserve a seat on the Tour. You understand and acknowledge that Your reservation is guaranteed only upon receipt of Your deposit by Us. The final balance, determined as the tour price, as quoted to You by TBT, minus \$300.00 is due in the form of an electronic funds transfer, personal cheque or money order no later than 60 days prior to the departure date of the Tour. You acknowledge that in the event that the entire tour fee payable by You has not been received by Us on the due date, You will forfeit Your tour reservation and deposit.

5.2 If Your reservation is made within 60 days of departure, the entire tour price must be paid in full.

6. Cancellations

6.1 You understand that if You decide to cancel Your reservation for the Tour, for any reason, more than 60 days prior to the Tour departure date You will forfeit Your deposit. If You cancel Your reservation within between 30-60 days of the Tour's departure date, You will forfeit 50% of the total quoted tour price. If You decide to cancel Your tour reservation for any reason within 30 days of the Tour's departure date, You will forfeit the entire quoted tour price. I



6.2 You also understand that TBT is not responsible for any expense or inconvenience caused by, but not limited to: late arrivals and departures of plains, trains, buses, or other changes of schedule beyond its control. The purchase of trip cancellation insurance to protect the Participant is recommended.

6.3 No refund or credit will be given, in whole or in part, if You leave a tour prior to the designated completion date, for any unused hotel accommodations, or any other features You voluntarily do not use. Any feature listed as complimentary is provided without cost and has no refund value.

7. Participants

7.1 A parent / legal guardian must accompany Participants under the age of 18.

7.2 If You, or any prospective tour participant You are making a booking on behalf of, suffer from any physical infirmity or chronic ailment or injury of any nature that would affect Your ability to travel on the road for long periods, You must advise us in detail prior to registering for a tour.

7.3 TBT is not responsible for any denial of services by hotels, restaurants or any other independent suppliers.

7.4 TBT employees may not physically lift or assist participants on or off tour vehicles. A qualified companion must accompany participants requiring such assistance.

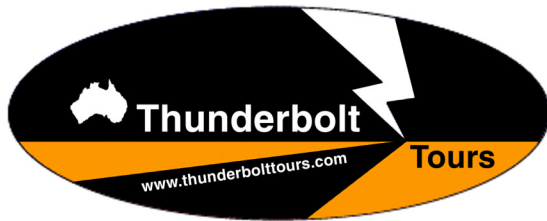
7.5 You understand that You are responsible for arranging Your own travel to and from the initial meeting site,

7.6 You acknowledge that You are responsible for meals and incidentals while on the tour, including those of a personal nature, e.g., phone calls from hotels, optional excursions, etc

7.7 You understand that smoking and the consumption of alcohol in the tour vehicle is strictly prohibited.

7.8 You accept that TBT assumes no responsibility for loss or damage to baggage or any of the Your belongings.

7.9 TBT is not responsible for any losses or expenses due to delay or change in schedules, overbooking of hotels, default of third parties, weather, acts of God, war, quarantine or any other cause beyond its control.



7.10 TBT assumes no responsibility or liability in the event that on the date of departure of Your tour (Day 1), You fail to meet at the specified pick-up point at the base city of Your tour.

7.11 Entry into the USA or Australia may require verification and proof of Your citizenship including a passport or other official documents (eg travel visa) and forms. Securing and presenting documents for Customs/Migration officials in these countries in order to join a tour, and upon return, is the sole responsibility of You. Failure to provide proper documents to border officials may result in You not being able to join a tour for which You are booked.

8. Changes in Terms and Conditions

8.1 We reserve the right to vary the Terms and Conditions from time to time, including the right to terminate any or all of the services offered by Thunderbolt Tours. You will be notified in writing of any such variation.

9. Severability

9.1 In the event any or more of the provisions of the Terms and Conditions is for any reason held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.

10. Entire Agreement

10.1 The Terms and Conditions constitute the entire understanding between Us and You relating to Thunderbolt Tours and supersedes all proposals, prior arrangements, oral or written and any other communications between Us and You in relation to Thunderbolt Tours.

11. Governing Law

11.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales. We and You expressly agree to submit any dispute arising out of or relating to these Terms and Conditions to the jurisdiction of the courts of New South Wales.