

BOOKING CONDITIONS

It is a requirement of Trek Tours Australia as a responsible and accredited tour operator to have a set of booking conditions that form a contract between you our customer and us as the tour operator. Please read carefully and sign and date the bottom of this form. We have tried to keep it short and to the point. Please talk to us with any concerns you may have.

To book your trip.

Simply fill in the booking form. We require a non refundable deposit to confirm your place on the tour.

Payment.

Payment to be made as per the booking form guidelines, or as directed by Trek Tours Australia staff.

Payment to be made in Australian Dollars.

Cancellations.

As per booking form cancellation policy - see page 1.

Travel Insurance.

We recommend that you are insured for the duration of your tour. We strongly recommend that the policy covers personal liability, cancellation and curtailment and loss of luggage/personal effects.

Health & Fitness.

All tours require a moderate to high level of fitness and a degree of mental stamina. Being physically prepared is paramount to the experience and to yours and the group's safety. If you are not physically prepared you may need to, or may be asked to miss certain days walking for yours and the group's wellbeing. Being physically prepared will ensure you gain maximum involvement and enjoyment on your trek. Refer to our notes on physical preparation/requirements in your tour notes or talk to us about being physically prepared.

Due to the physical activity involved with our treks, all guests 69 years of age or over at the time of the trek will require a medical clearance from a health professional.

It is vital that you inform us of any medical conditions that may affect you during your time with us. We need to know so that we can ensure maximum safety, comfort and enjoyment on your trek. Consult your GP before your tour if you have any pre existing medical conditions which may affect you whilst on tour. Please advise us on the Booking Form of any medications you are taking, medical conditions (ie. allergies etc.) and any previous injuries or operations you may have or had. It may be a requirement to have your GP sign a medical clearance form. If taking any medication please make sure you bring adequate supplies for the duration of the tour.

Travelling with Trek Tours Australia.

Your safety and wellbeing is paramount to our operation. We structure, modify and conduct the tours with these two points in mind. Your trek guide(s) will manage the group and adjust the pace as required for the comfort and safety of all participants; please consider this as part of your booking. We treat each trek as unique and endeavour to provide the best possible experience for each group. We hold all the necessary permits and fulfill all other requirements to legally operate our tours.

Changes made during tour.

Changes to the itinerary do occur in response to weather, campsite and road conditions, cultural considerations and other factors outside our control. Changes also take place in response to group needs or just to show you something special at the time. Changes are made at the discretion of trek leaders.

Cancellation of tour.

Cancellations to tours by the company may happen if minimum numbers are not reached. A minimum of 30 days notice will be given to you with the option to book onto another of our tours or to receive a full refund. We reserve the right to cancel a tour itinerary in whole or in part if we deem it necessary to do so due to a force majeure event. A force majeure event is any event beyond our control and to which we did not contribute (including but not limited to a civil commotion, natural disaster or force of nature, act of God or the public enemy, or governmental restraint or restriction), which renders us unable to carry out the original tour itinerary in whole or in part, and which cannot be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives. We will not be liable to you in any way in respect of any such cancellation to the extent that it was deemed necessary by us due to a force majeure event/such an event,

and which cannot be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives.

Be responsible.

Trek Tours Australia feels great responsibility for its groups and the environmental and cultural landscape we operate in. We do our best to nurture the needs of each person for the benefit of the whole experience. **But it is your responsibility** to be prepared for the physical and mental demands of each tour. We need your active participation to ensure the safety and wellbeing of the group, and to consult with us if you have any health/hygiene issues that may affect you or the group. We adhere to and implement minimal environmental impact approaches to every tour, and ask for you to consider the cultural requests and values of certain areas. If you should experience Australian indigenous art sites or sacred sites as part of your tour, you will not record or disclose these to anyone. Furthermore, you will not publish any personal media of these sites (the internet) nor will you reproduce any imagery taken, unless under the express permission of the traditional owners themselves.

Assumption of risk.

You acknowledge and accept that you are participating in hiking, trekking and adventure type activities that have high and inherent risks and dangers. Our tours are undertaken in remote areas where expert medical aid and limited communications may mean delays in assistance in the event of injury, accident or death. Adverse weather conditions may require changes to the trip structure and itinerary and may affect your personal comfort. Accordingly, you understand that there are inherent dangers and risks, including risk of injury or death.

Waiver of liability.

You further acknowledge and agree that due to the nature of the activities, it would be unreasonable for Trek Tours Australia to be in any way responsible for any injury to or death of yourself and you hereby, to the full extent permitted by law, waive all of your legal rights of action against us and fully release and hold us harmless from any claim, demand or liability for any loss, damage, expense or injury (including death) howsoever arising out of or in relation to your participation in the activities conducted or organised by us, including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of us, our office holders, employees, agents or contractors. You further acknowledge and agree that you undertake the activities freely, voluntarily and absolutely at your own risk and with a full appreciation of the nature and extent of all risks involved in the activities. This waiver shall bind you and your heirs, assigns, executors and/or administrators and legal representatives.

In the event of you choosing to leave a tour at any time due to circumstances beyond / outside of Trek Tours Australia's control, you will not be entitled to a refund of any tour costs.

In order to preserve your own and other's safety, if you do not comply with the booking conditions, act in a way that neglects group safety or wilfully damages the environment or cultural sites, you may be asked to leave the tour or refused entry to the tour at your own expense.

You acknowledge that you have read and understood this waiver.

If you are under 18 years of age, a parent or legal guardian MUST sign this booking form on your behalf. By signing, your parent or legal guardian accepts these terms and conditions, including assumption of risk and waiver of liability, therefore providing full consent for you to participate on the chosen tour service.

Signed: _____

Print Name: _____

Date: _____

☐ I am the parent or legal guardian of the legal minor named on this booking form. I hereby agree that we shall both be bound by this document and its terms and conditions.

On completion, sign and send the Booking Form back to Trek Tours Australia:

Scan and email: info@trektoursaustralia.com.au | **Fax:** (08) 8312 6230

Post: Trek Tours Australia – PO Box 134, Newstead 7250 Tasmania.