

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 accept the conditions where indicated. Please talk to us with any concerns you may have.

Booking & Payment Details

Trek Tours Australia requires a completed booking form and a **non-refundable** booking deposit to confirm your booking. Your deposit is used towards pre-tour operational and administration costs for your trek. Bookings made within 60 days of departure will require payment in full at the time of booking. Your deposit has no expiry date and if we are notified at least 60 days prior to departure, can be transferred to any Trek Tours Australia Trek subject to availability. The **non-refundable** deposit may be transferred to other persons however it *can not* be transferred to an *existing* booking. All prices are per person and inclusive of GST. The balance of money owed will be due 60 days prior to departure. If payment is not received you will forfeit your deposit and place on the tour.

Cancellations

Cancellations must be received in writing. Cancellations take effect subject to the following:

- If cancellation takes place *more than* 60 days prior to your departure date you will be issued with a credit voucher for any monies you have paid less a \$100 administration fee
- If cancellation takes place *less than* 60 days prior your departure date, **100%** of monies you have paid will be forfeited (this includes your **non-refundable** deposit and your balance payment).

Trek Tours Australia strongly recommends that you obtain suitable Travel Insurance at the time you pay your non-refundable booking deposit.

Transfer of departure date

If we are advised **more than 60 days** prior to departure you can transfer your deposit to any other Trek Tours Australia trek subject to availability. Transfers take effect subject to the following:

- Transfer requests must be made at least 60 days prior to your departure date
- Transfer requests must be made in writing
- A \$100 administration fee will apply
- The trip cost as at the day of transfer will apply to your new booking. i.e. if the trip cost has increased since your original booking, you will be liable for the new cost

If your notice is received *less than* 60 days prior to your original departure date, **no transfer is possible and 100% of monies paid will be forfeited as per our cancellation policy.**

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.

Cancellations may also happen due to a **force majeure event**. We reserve the right to suspend and/or 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, epidemic, pandemic, major public health threat or governmental restraint or restriction), which renders us unable to physically, legally or safely 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 tour suspension and/or cancellation to the extent that it was deemed necessary by us due to such a force majeure event. **No refund** of either the deposit or the balance payment will be payable to you.

Trek Tours Australia strongly recommends that you obtain suitable Travel Insurance at the time you pay your non-refundable booking deposit.

At our discretion, parts of your booking may be credited towards another tour up to 24 months into the future after the suspension and/or cancellation occurs. If we decide at our discretion to offer a refund (not including the non-refundable deposit) we may deduct all operational and business costs already incurred by us regarding your tour and which we cannot recover.

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 willfully damages the environment or cultural sites, you may be asked to leave the tour or refused entry to the tour at your own expense.

Amendments

Trek Tours Australia reserves the right to update or alter these booking conditions at any time. An up to date copy of these booking conditions, as amended, may be accessed at any time on Trek Tours Australia's website and can be sent to you upon written request to the Tour Operator. Trek Tours Australia recommends that you refer to the booking conditions prior to travel to familiarize yourself with the most up-to-date version available.