

## **2009-2010 TERMS AND CONDITIONS**

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 Tasmanian Expeditions Pty Ltd (Tasmanian Expeditions) 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 Tasmanian Expeditions.

### **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 AU\$400 per person to Tasmanian Expeditions. If booking less than 30 days prior to departure full payment is required.

### **2. PAYMENT**

The prices quoted in this brochure are for payment by cash, cheque, money order or credit charge (subject to surcharge) and are valid until 31 December 2009. The balance of the tour price is payable to Tasmanian Expeditions 30 days prior to departure. Prices are quoted in Australian dollars (unless otherwise specified) and all payments must be made in Australian dollars.

### **3. AMENDMENTS/TRANSFERS/CANCELLATIONS**

**AMENDMENTS:** If you wish to make amendments to your tour arrangements, you must notify Tasmanian Expeditions in writing. Each amendment to your tour arrangements will incur a \$50 administration fee. All administration fees must be paid before departure.

**TRANSFERS:** If you wish to transfer from one tour to another you must notify Tasmanian Expeditions in writing. Transfers must be made to other tours that commence within 6 months of your original departure date (unless otherwise agreed to in writing). Once Tasmanian Expeditions receives your notice the transfer will take effect pending the following conditions and fee schedule:

- if your notice is received more than 30 days prior to your original departure date, a \$100 transfer fee will apply. In addition, any increase in airfares or operational services will be payable by you; or
- if your notice is received within 30 days prior to your original departure date, 100% of your original tour price will be forfeited.

**CANCELLATIONS:**

- If cancellation takes place 30 days or less prior to your departure date, 100% of the tour price will be forfeited.
- if cancellation takes place more than 30 days prior to your departure date, your full deposit will be forfeited;

The tour price is quoted as a package. No partial refunds or credit will be given for services not used.

### **4. HEALTH AND FITNESS REQUIREMENTS**

Participants must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations, where necessary. On receipt of your Booking Form, Tasmanian Expeditions will send you a medical questionnaire to be completed by you or your doctor and returned to us as proof that you are fit enough to participate in the tour. If you suffer from severe muscular, chest, heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating.

If you are participating in an adventure tour, introductory or moderate trek, cycle, kayak or rafting tour, you must complete, sign and return to Tasmanian Expeditions the requisite medical form at least 30 days before your departure.

If you are participating on one of the challenging treks or exploratory expeditions, you must have your doctor complete and return to Tasmanian Expeditions the requisite medical form at least 30 days before your departure

as proof of your fitness.

If you have a pre-existing medical condition, or are over 70 years of age or older, you must provide and return to Tasmanian Expeditions at least 30 days before departure of any tour a medical form completed by your doctor. Tours generally take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Where necessary, evacuation can be prolonged, difficult and expensive. Medical and evacuation expenses will be the responsibility of the participant. Tasmanian Expeditions reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

## **5. 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 Tasmanian Expeditions 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 Tasmanian Expedition'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 Tasmanian Expedition's decision to accept the risk of permitting you to go on the adventure tour, you will notify Tasmanian Expedition in no writing of any such adverse change. 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. If you fail to comply with the duty of disclosure in this condition and if Tasmanian Expeditions would not have permitted you to not undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, Tasmanian Expeditions will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

## **6. TOUR LEADERS**

- In this clause, '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.
- Our tour leaders take their responsibilities seriously and if for any reason a 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 clause 5, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader considers you should not participate further he/she may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.
- Tasmanian Expeditions reserves the right to change, at any time, the tour leader of any tour. If that happens, Tasmanian Expeditions will try to ensure that the alternative tour leader has expertise commensurate with that of the nominated tour leader. Any such change by Tasmanian Expeditions 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.

## **7. CANCELLATION DUE TO TOUR BOOKING NUMBERS**

Tasmanian Expeditions 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).

## **8. ROUTE CHANGES, POSTPONEMENT, CANCELLATION OR DELAY**

Tasmanian Expeditions 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 Tasmanian Expeditions, 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 Tasmanian Expeditions, 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. 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. Tasmanian Expeditions 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 3 applies in respect of the cancellation or transfer of a tour. Travel insurance may compensate you depending on the circumstances.

## **9. INSURANCE**

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with Tasmanian Expeditions 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. It is your responsibility to obtain travel insurance consistent with but not limited to this criteria.

## **10. TOUR PRICES**

Package prices are based on the inclusions outlined next to each trip in this brochure and in Trip Notes as seen on [www.tasmanianexpeditions.com.au](http://www.tasmanianexpeditions.com.au). Tasmanian Expeditions tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. Tasmanian Expeditions 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.

## **11. EXCLUSIONS FROM TOUR PRICE**

The following items are excluded from the tour price:

- personal travel insurance;
- visa, passport and vaccination charges;
- airfares from origin to the departure point, 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; and
- tips and excess baggage charges.

Refer to our tour notes for full details.

## **12. 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
- in the 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 Tasmanian Expeditions ; 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 and that it is your responsibility to acquaint yourself with 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.

### **13. DISCLAIMER**

You accept that:

- Tasmanian Expeditions 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
- Tasmanian Expeditions will not be liable for any breach of law by you or any person with whom you travel on the tour.
- you may not rely on any representations concerning the tour made by Tasmanian Expeditions which are not contained in these conditions.

### **14. RELEASE AND WAIVER OF LIABILITY**

In consideration of Tasmanian Expeditions accepting your booking application and in consideration of you being permitted by Tasmanian Expeditions to join the tour:

- you release Tasmanian Expeditions 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 "Tasmanian Expeditions and its employees") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the tour and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the wilful negligence or wrongful act of Tasmanian Expedition and its employees; and
- you waive any claims you have, or may at any time have, against Tasmanian Expeditions 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 Tasmanian Expeditions 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 does not apply to this contract.

### **15. BOOKING MADE IN VICTORIA**

This condition 15 and the following statutory warning apply if the booking is made in Victoria. Sections 32J and 32JA of the Fair Trading Act 1999 Victoria (as amended) do not apply to this contract, being a contract for the supply of recreational services **WARNING UNDER THE FAIR TRADING ACT 1999** Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are-

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the in the Fair Trading (Recreational Services) Regulations 2004.

### **16. 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 Tasmania.