

Conditions of Contract

Please read carefully the terms in the conditions of contract. In completing and submitting the Booking Form (whether online or by phone, phone or mail) you agree to be bound by these conditions which constitute the agreement between Australian World Expeditions Pty Ltd (World 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 World Expeditions.

Definitions

The Holiday:

Refers to Explore Heysen Trail Trek operated by World Expeditions.

A Rendezvous for Singles:

Refers to A Rendezvous for Singles or www.arendezvous.com.au.

1. How to Book

Once you have booked online with A Rendezvous for Singles, they will forward to you a Deposit Payment Form. This form must be completed and sent, together with a non-refundable deposit of AU\$400 per person to World Expeditions in order to confirm your booking. All places on the holiday are subject to availability at the time of making the deposit payment.

2. Payments

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

3. Amendments and Cancellations

Amendments

If you wish to make amendments to your tour arrangements, you must notify World Expeditions in writing.

Each amendment to your tour arrangements will incur a \$75 administration fee. All administration fees must be paid before departure.

Cancellations

If you wish to cancel your tour, you must notify World Expeditions in writing. Once World Expeditions receives your notice, cancellation will take effect subject to the following:

- if cancellation takes place more than 60 days prior to your departure date, your full deposit will be forfeited plus any specific deposits relevant to your tour;
 - if cancellation takes place between 60 and 30 days prior to your departure date, 50% of the tour price will be forfeited;
- and
- if cancellation takes place less than 30 days prior to your departure date, 100% of the tour price will be forfeited.

The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to World Expeditions by you, may be recovered from you by World Expeditions as a debt due and payable.

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, World 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, or have a mental illness you are strongly advised against participating. If you are participating in an adventure tour, introductory or moderate trek, cycle, kayak or rafting tour, polar voyage or safari, you must complete, sign and return to World Expeditions the requisite medical form at least 60 days before your departure. If you are participating on one of the challenging treks, exploratory or mountaineering expeditions or a mountain biking adventure, you must have your doctor complete and return to World Expeditions the requisite medical form at least 60 days before your departure as proof of your fitness. If you have a pre-existing medical condition, or are 70 years of age or older, you must provide and return to World Expeditions at least 60 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. World 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 World 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 World 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 World Expedition's decision to accept the risk of permitting you to go on the adventure tour, you will notify World Expedition in 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 World Expeditions would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, World 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

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. World Expeditions reserves the right to change, at any time, the nominated tour leader of any tour. If that happens, World Expeditions will try to ensure that the alternative tour leader has expertise commensurate with that of the nominated tour leader. Any such change by World 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

World 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). The minimum group size for The Holiday is 6 fully paid persons.

8. Route Changes, Postponement, Cancellation or Delay

World 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 World 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 World Expeditions, there is a likelihood of any such event occurring which may impact upon the safety of the participants. 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. World 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 World 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.

10. Airline

Any material published by World Expeditions, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by World Expeditions.

11. Tour Price

Package prices are based on ground costs and assumptions made at the time of publishing The Holiday information on the A Rendezvous for Singles website. World Expeditions tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. World 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.

12. Exclusions from tour price

The following items are excluded from the tour price:

- personal travel insurance;
- visa, passport and vaccination charges;
- departure, airport and airline taxes (in some countries other than Australia and New Zealand);
- 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.

13. Force Majeure

If World Expeditions is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, or for any other cause whatsoever outside World Expedition's reasonable control, World Expeditions will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 8.

14. 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
- 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 New Zealand, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself 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.

15. Release and Waiver of Liability

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

- you release World 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 "World 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 World Expedition and its employees; and
- you waive any claims you have, or may at any time have, against World 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 World 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.

16. Booking made in Victoria

This condition 17 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

17. 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:

- Victoria, in the case the of a booking made in the state of Victoria, or
- New South Wales, in the case of a booking made elsewhere in Australia.

18. Room Mate Match Service

The room match service fee is a fee applied by A Rendezvous for Singles and payable at the time final monies due. World Expeditions will invoice you for this amount and return this fee to A Rendezvous for Singles. When you book a holiday with a room mate request for a twin share no responsibility is taken for the outcome in regard to the personality or characteristics of your match except that a room mate match will be the same gender as yourself. Once a room mate is finalised your name and email address may be provided to your room mate match prior to departure for the purpose of your introduction to your room mate match for this holiday.

Once a room mate match is confirmed any request to change your booking from a room mate match to a single room booking would be at our discretion. If this change is confirmed additional room costs would apply and these would be advised at the time of reply to your request. You understand that once the holiday has commenced that changes to your booking including your room type are not possible.

19. Your Code Of Conduct

A Code of Conduct provides all participants in The Holiday with expected behaviour and helps to ensure an enjoyable experience for all participants.

A Code of Conduct requires general courtesy and respect be considered for all participants. A participant that is considered to be demonstrating behaviour contrary to the Code of Conduct will on the first instance be verbally advised by the holiday host or company representative that their behaviour is contrary to the Code of Conduct. Failure to curtail any behaviour contrary to the Code of Conduct after the first verbal advice may mean the participant risks having their Holiday terminated, without refund for any monies paid in part or full.

You **must comply** with the Code of Conduct as below.

- a. We require that all participants observe responsible consumption of alcohol and obey all local, state or country laws pertaining to the consumption of alcohol and smoking.
- b. We require all participants to obey all laws of the country.
- c. Participants are to respect the privacy of other participants and if a participant declines to provide any contact information requested by another participant, that this is respected.
- d. Participants understand that if they receive contact information from another participant of the group event that this is solely for their reference and is not to be provided to other participants of the event group without the express permission of the participant whose information it is.
- e. Participants are to refrain from offensive language or behaviour including sexist and racist remarks.
- f. Participants understand that should other participants provide personal contact information that this information is not to be used for unsolicited email or correspondence for the purpose of business exchanges or transactions unless with the express prior permission of participants.