

arendevious travel & leisure

Travel Agent Licence Number 2TA08183

Member of the Travel Compensation Fund (Fund No.10106)

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Booking Terms and Conditions

These terms govern the bookings made for **Overland Trek**, Tasmania 'The Holiday' made with *arendevious travel & leisure* ("arendevious", "we", "our", "us" and "the agent") Travel Agent Licence No. 2TA08183.

In submitting a booking (whether online, by phone, email, post or via a travel agent) you agree to be bound by the booking terms and conditions and these terms and conditions constitute the agreement between *arendevious* and you. You accept these booking terms on behalf of all participants of your party.

Please read carefully the Booking Terms and Conditions and raise any queries before payment of any monies.

Final Monies Due Date	30 days prior to departure
Deposit	\$600 per person (minimum \$400 non refundable)
Participants	40 years & over at the time of travel. (see 'Age of Participants' for more detail).
Tour Operator	This tour is operated for us by Tasmanian Expeditions
Travel Insurance	It is a mandatory condition to have personal international travel insurance for this tour. See item 22 for more details.

Definitions

Website: refers to www.arendevous.com.au

Code of Conduct: means the Code of Conduct by participants on The Holiday

Customer/Client: any persons that has enquired or booked The Holiday.

Final Monies Due Date: the date by which all outstanding monies for the holiday must be paid in full.

Participants/Passengers/Guests: persons who have booked and paid in full for The Holiday.

Booking Terms and Conditions: means the terms and conditions for The Holiday.

Business hours: Monday to Friday and excludes NSW & National public holidays.

1. Booking Terms & Conditions

No contract between you and *arendevious* shall come into existence until you are issued a booking confirmation by email, fax or post and a non-refundable deposit has been paid for The Holiday. All bookings are personal to you and may not be sold, assigned or otherwise transferred.

The payment of a deposit will reserve your booking (subject to availability) only until the final monies due date at which time all outstanding monies for your booking must be paid in full to reserve your place. If any payment due is not received by *arendevious* within 7 days of becoming due, you will be deemed to have cancelled your booking and the cancellation policy under the clause 'cancellation charges' will apply.

The Booking Close Date is not a confirmation of availability and you must wait to receive confirmation of availability from us. It is at our discretion to accept bookings after the booking close date.

In addition to any holiday booking terms and conditions from us, where a third party including but not limited to a tour operator is used to provide The Holiday, bookings will also be subject to the third party's booking terms and conditions.

2. Prices

Prices are quoted at today's rate and are subject to any changes in tour costs, airfares, tariffs and conditions imposed by airlines, wholesalers or other service providers. All costs are subject to currency fluctuations and/or price increases until paid in full. Furthermore, a fuel surcharge may be imposed by the tour operator on the cost of the tour as a result of significant increases in world fuel prices. As such, we have the right to pass on this surcharge to you at any time before departure whether your monies are paid in full or not.

3. Airfares and Airport/Security Taxes

In addition to any holiday booking terms and conditions from us, any airfares provided by us will also be subject to airline booking terms and conditions. Airport and Security Taxes for an airfare can vary from the time they are first quoted. They are confirmed at the time that final monies for the airfare are due. There may also be additional taxes at some international and/or domestic airports upon departure which must be paid by you at the point of departure.

Requests for changes to dates of travel for any air ticket provided by us must be made before departure and no less than seven days before your date of travel. No changes will be made by us once you have departed and any such changes should be made directly with the airline.

4. **Payment Methods**

Details of payment methods will be provided with a booking quote. The following fees may be incurred:

Cash payments over the counter to our bank account in excess of \$5000 will incur a bank fee of 0.25% of the total amount deposited. This charge will be added to The Holiday price.

Payment from an overseas bank account (outside of Australia) will incur a bank fee of AU\$35 per transaction. Please advise us if this is your preferred method of payment.

Payment by Credit Card; will incur transaction fees and will be advised with your booking quote. Note: Credit Card transaction fees may vary or in some instances be waived by certain airlines, wholesalers and other service providers.

5. **Cancellation Charges**

A cancellation must be made in writing to arendzvous. Once we receive your notice, cancellation will take effect subject to the following:

- If cancellation takes place more than 45 days prior to your departure date you forfeit \$400 of your deposit.
- If cancellation takes place between 45 to 30 days prior to your departure date you forfeit \$600 of your deposit.
- If cancellation takes place 30 days or less prior to your departure date, 100% of the tour price will be forfeited.

In the event of your withdrawal from The Holiday after commencement for reasons of illness, you must obtain a medical certificate in support of any insurance claim. We make no representation or guarantees concerning reimbursements of funds paid by you under any insurance claim. The tour price is quoted as a package. No partial refunds or credit will be given for services not used including but not limited to missed meals or sightseeing. Any amount forfeited, which has not then been paid to arendzvous by you may be recovered from you by arendzvous as a debt due and payable.

Receipt & Processing of Cancellation Advice: Where cancellation advice is received during business hours Monday to Friday the next working day is considered the day of receipt. If cancellation advice is received on a weekend or public holiday the next working day is considered the day of receipt.

6. **Amendment & Other Fees**

- a. A \$50 late payment fee is applicable for any payment received after its due date.
- b. A \$50 amendment fee per person per change made once reservations have been confirmed (plus any additional charges incurred by airlines, wholesalers and other service providers).
- c. A \$75 late booking fee may apply for reservations made after the final payment date.
- d. \$100 cancellation fee per person for any cancellation of an airline ticket once reservations have been confirmed and full payment received plus any additional charges incurred by airlines, wholesalers and other service providers.

7. **Transfers**

If you wish to transfer from one holiday to another, you must send this request in writing to arendzvous. On receipt of your transfer request we will inform you of any available options and any transfer fees that apply. We make no guarantee that a transfer is available. Any transfer request may only be made to another tour to commence within 12 months of your original departure date and the minimum following transfer charges will apply:

- Cancellation penalties from third party operators of The Holiday may apply and will be deducted from any monies that are transferred from The Holiday to another tour. These fees will be advised at the time of your request.
- An administration transfer fee of \$75 per person.
- If your notice is received less than 70 days prior to your original departure date a transfer is not possible.

Any transfer from one tour to another is subject to availability and the agreement in writing from us. Please note, the transfer of your place on The Holiday to another person is not permitted.

8. **Payment Default Clause**

8.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at our sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. At our sole discretion such interest shall compound monthly at the rate quoted.

8.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify us from and against all our costs and disbursements including on a solicitor/client basis and in addition all of our nominees costs of collection.

9. **Participant Personal Information**

You agree to the best of your knowledge to accurately provide your personal information including your full name, gender, date of birth, residential address and contact telephone number. Room mate matching is only offered to persons of the same gender and failure to advise your gender correctly may result in a booking cancellation and penalties as per the clause 'cancellation penalties'.

10. Special Room & Dietary Requests

Special room and dietary requests will be accepted and passed on to the hotels and/or our tour operator but cannot be guaranteed.

11. Age of Participants

The Holiday is available for bookings by persons within the ages defined by The Holiday name. We have the right to make exceptions to this booking term. As a general guide, exceptions will be made when a participant's age is not more than two years outside the nominated age range for the holiday at the time of travel. Other exceptions may be made on a case by case basis and are at our sole discretion. As deemed necessary we have the right to vary the age group of the holiday.

You warrant that you are within the promoted age range at the time of travel. You agree to provide a copy of photo identification to confirm your age, if requested by us. We have the right to cancel your booking if a copy of your photo identification (if requested) is not provided by the final monies due date and the standard cancellation terms apply.

12. Cancellation

arendzvous reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour and 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, travel insurance, passport, medical or vaccination charges, gear purchases, airport and airline taxes). Please check the cancellation policy of travel insurance policies and airfares before purchase. In the case of The Holiday cancellation, you will be notified by seven business days after the final monies due date.

The tour operator may also have other conditions for tour cancellation, postponement or revisions.

13. Room Mate Match Service

When you book a holiday with a room mate request for a twin share room no responsibility is taken by us for the outcome in regard to the personality or characteristics of your match except that you will be matched with a participant of the same gender. Once a room mate is finalised by *arendzvous* your first name and email address provided on your booking form 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. If you do not have an email address, with your permission we will provide your alternative contact details such as a mobile phone number.

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 and subject to availability. If this change is confirmed additional room costs may apply and these would be advised at the time of reply to your request. Once you have departed on The Holiday changes to your room type and room mate match are not possible.

14. Twin Share or Triple Share Rooms with a Friend

In order to secure a booking for a twin share or triple share room with a friend or friends a deposit to the value of two persons for a twin share and three persons for a triple share room must be paid in full. For each person sharing the room a price will be quoted on a per person basis. Should any portion of the total booking value for all persons of a twin share or triple share room not be paid in full, all persons booked to share the room are liable for the outstanding monies due.

The booking information and personal details provided for a twin or triple share room booking with a friend or friends may be provided to all persons booked to share the room.

15. Fit to Travel / Tour Participation Code

You must be in good health and physical condition and are strongly advised to follow our or our operator pre-departure fitness training recommendations. You may be required to complete a pre-departure medical questionnaire prior to travel and this may also be a requirement to qualify for participation.

Passengers agree that they will not hold us or the tour operator liable for any decision by a third party service provider to refuse to carry them or to provide any facilities or accommodation to them or to provide any services to them.

You understand that we and the tour operator reserve the right to withdraw tour participation from anyone whose behaviour is deemed likely to affect the smooth operation of the tour, or adversely affect the enjoyment or safety of other passengers, and we and the tour operator shall be under no liability to any such person for refund, compensation, repatriation or any other matters arising.

The following is a code of conduct that must be observed by all participants:

- 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.
- 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 wish 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.

Any behaviour contrary to the Code of Conduct may result in your removal from The Holiday.

15. **Tour Leaders**

A tour leader, who also may be referred to as a tour guide, tour director, tour escort or tour host is the person at any time given the task of leading or supervising any aspect of The Holiday. We and the tour operator reserve the right to change, at any time, the nominated tour leader. Any such change will not give rise to any right on your part to cancel The Holiday or claim any expenses, loss or damage which may be suffered.

16. **Assumption of Risk**

You acknowledge that by the very nature of adventure travel it has greater potential exposure to injury and possibly death than general non-adventure touring does not include elements of adventure. You acknowledge also that in some countries and region standards of health care, hygiene and service generally are not as high as those standards in your country of residence.

17. **Inclusions & Exclusions**

The Holiday itinerary details the inclusions. In respect to The Holiday exclusions these are:

- a. Gratuities to Tour Guide or other service personnel (unless specified)
- b. International Airfares (unless specified that they are included with The Holiday package)
- c. Any air departure taxes payable at the point of departure
- d. Optional excursions that may be offered while on The Holiday
- e. Travel Insurance, visa fees and excess baggage
- f. Medical expenses & emergency evacuation and/or emergency search charges
- g. Additional expenses caused by delay, accidents or disruption of planned itineraries
- h. Items of a personal nature such as laundry, postage, phone calls, meals, snacks and drinks not listed on The Holiday itinerary

18. **Itineraries, website content and promotional material**

The information contained on our website, in brochures or similar, to the best of our knowledge is correct at the date of publishing. Where deemed necessary and within reason, itineraries and other Holiday information may vary from the original content as circumstances dictate.

19. **Airlines and Other Transport Providers**

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 *arendezvous* or its tour operators. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of *arendezvous*, or any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

20. **Force Majeure**

If *arendezvous travel & leisure* is prevented either 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, acts of omissions of a third party or for any other cause whatsoever outside *arendezvous travel & leisure* reasonable control, we will be under no liability whatsoever to you and may, at our option, by written notice to you to cancel the tour.

21. **Travel Documents**

Your passport must be valid for a minimum of six months prior to the arrival home date to Australia. Each individual is responsible for ensuring that all necessary travel documents are current and valid. Each individual is responsible for correctly providing their name as it appears on their passport and failure to do so may result in ticket re-issue fees for any name changes due to omissions or errors.

22. **Travel Insurance**

Personal travel insurance is not included in the price of The Holiday.

It is a **mandatory condition** of booking The Holiday that all participants have international travel insurance for this tour.

It is your responsibility to ensure 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. You must provide evidence to us that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities in which you expect to participate.

We strongly recommend that you purchase a travel insurance policy as soon as you have paid any tour monies for The Holiday, including the deposit.

23. **Release and Waiver of Liability**

In consideration of *arendezvous travel & leisure* accepting your application:

- You release *arendezvous travel & leisure* and the company A Rendezvous Group Pty Ltd and its officers, employees, agents and other representatives (hereafter “arendezvous and its personnel”) from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of your travel and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the willful negligence or wrongful act of arendezvous and its personnel; and
- You waive any claims you have, or may at any time have, against *arendezvous* and its personnel and you agree, by accepting the inherent dangers and risks associated with any travel, not to make any claim against or seek any compensation from *arendezvous and its personnel* 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 an event.

To the extent permitted by law, section 74 of the Trade Practices Act 1974 does not apply to this agreement

24. **Disclaimer**

We reserve the right to refuse an application to book for any reason. Should a customer’s application be refused, any monies paid will be refunded to the applicant. Places are limited for The Holiday and are allocated on a first come first served basis.

25. **Privacy**

The Customer agrees that Personal Data provided may be used and retained by *arendezvous* for the following purposes and for other purposes as shall be agreed between the Customer and *arendezvous* as required by law from time to time for:

- (a) provision of Goods and/or Services by arendezvous, its agents, affiliates, suppliers or distributors including but not limited to; the tour operator, airlines, transport companies and ticketing agents for the holiday.
- (b) marketing of Goods and/or Services by arendezvous, its agents or distributors in relation to the Goods and/or Services.
- (c) analysing, verifying and/or checking the Customer’s credit, payment and/or status in relation to the provision of Goods and/or Services.
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer.
- (e) enabling the daily operation of the Customer’s account and/or the collection of amounts outstanding in the Customer’s account in relation to the Goods and/or Services.

- 26. All efforts are made to ensure accuracy for tour details on the website and other information about the tour however we accept no liability for errors or omissions in the description of any hotels, tours or services that are promoted as inclusions for The Holiday.
- 27. We reserve the right to change these terms from time to time.
- 28. Your booking is governed by NSW law and is subject to the exclusive jurisdiction of the NSW courts. The booking confirmation and these terms represent the entire agreement between *arendezvous* and you.
- 29. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.
- 30. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.

TOUR OPERATOR BOOKING TERMS & CONDITIONS

This Holiday is operated by Tasmanian Expeditions Pty Ltd. When you book the tour you agree to be bound by the tour operator terms and conditions in addition to our booking terms. These are standard terms that apply to all their tours and therefore some terms may not apply to The Holiday you have booked.

1. 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.

2. 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.

3. 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.

4. 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).

5. 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.

6. 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.

7. 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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. **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.

13. **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.