

# terms & conditions 2009-2011

Please read carefully these terms and conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Australian World Expeditions Pty Ltd ACN 001 424 568 (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.

## 1. How to Book

To reserve your place on one of the tours, you should complete the Booking Form and send it, along with a non-refundable deposit of \$400 per person per trip or: US\$1500 per person for an Antarctic tour (or 10% of the retail, which is the higher) or A\$1500 per person for Arctic tours that are retailed in A\$ or US\$1250 per person for Arctic tours that are retailed in \$US to your nearest World Expeditions office, or to your travel agent. Some trips require a non refundable additional deposit or instant payment for a permit. In these instances refer to the individual trip notes for details.

## 2. Payment

The prices quoted in this brochure insert or on [www.worldexpeditions.com](http://www.worldexpeditions.com) are for payment by cash, cheque, money order or credit charge (the latter subject to surcharge). The balance of the tour price is payable to World Expeditions 60 days prior to departure, or 90 days prior to departure for Antarctic and Arctic tours. Prices are quoted in Australian dollars (unless otherwise specified) and all payments must be made in Australian dollars with the exception of Antarctic tours and some Arctic tours which are quoted and payable in US dollars. If payment of the balance of the tour price is not received by World Expeditions by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 4 will apply.

## 3. Amendments/Transfers

### 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 \$50 administration fee and you will be liable for any increase in airfares or operational expenses occasioned by the amendment. All administration fees must be paid before departure.

### Transfers (excluding Antarctic and Arctic tours)

If you wish to transfer from one tour to another, you must notify World Expeditions in writing. Once World Expeditions receives your notice the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

- If your notice is received more than 60 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 60 days prior to your original departure date, 50% of your original tour price will be forfeited provided your notice is received at least 30 days prior to your original date, otherwise 100% of your tour price will be forfeited.

For Antarctic and Arctic tours transfers will not be allowed unless received in writing by World Expeditions, not less than 120 days prior to the departure date of the original tour. Transfers will only be accepted if you are transferring to another Antarctic or Arctic tour that departs in the same season. If the transfer is agreed to by World Expeditions, a fee of USD\$500 per person will apply to Antarctic tours and AUD\$600 per person for Arctic tours unless your request for transfer is made within 90 days in which case the cancellation penalties listed below will apply. *Note: Any requested amendment to tour arrangements or transfer from one tour to another is subject to availability and the agreement in writing of World Expeditions, however, the transfer of a trip from one person to another is not permitted.*

### 4. Cancellations (excluding Polar and Galapagos tours)

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.
- If cancellation takes place between 60 and 30 days prior to your departure date, 50% of the tour price will be forfeited.
- If cancellation takes place less than 30 days prior to your departure date, 100% of the tour price will be forfeited.

### For Polar and Galapagos tours:

- If cancellation takes place more than 90 days prior to your departure date, you will forfeit the full deposit amount.
  - If cancellation takes place less than 90 days prior to your departure date you will be required to pay the full cost of the tour.
- 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.

## 5. Health and Fitness Requirements

You 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. This must be returned to World Expeditions at least 60 days prior to departure or 90 days for Antarctic or Arctic tours. If you are participating on an adventure graded from 1 to 6 (Polar cruises the exception) you may complete and sign the form yourself and return to World Expeditions. If you are participating on an adventure graded from 7 to 10, or a Polar cruise, are 70 years or over or have a pre existing medical condition you must have your doctor complete and sign the medical form before returning to World Expeditions. 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. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. While we do not discriminate by age, due to the extreme nature of our mountaineering trips we strongly discourage participants over 60 years of age. 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.

## 6. 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 Expeditions' 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 Expeditions' decision to permit you to go on the adventure tour, you will notify World Expeditions in writing of any such adverse change.
  - World Expeditions are permitted to disclose medical information to our consultant doctor.
  - World Expeditions' consultant doctor may exclude you from a tour if he/she deems it necessary.
- 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.

## 7. Tour Leaders

■ In this condition, "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.

■ World Expeditions' nominated tour leaders take their responsibilities seriously and if for any reason a nominated 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 condition 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 nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, he or she may direct you not to continue and you must follow the nominated 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.

## 8. 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).

## 9. 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

■ 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, 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 or for any other reason considered necessary by World Expeditions. 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 4 applies as if you had transferred or cancelled the tour at the date that World Expeditions cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

## 10. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by World Expeditions. The information contained in World Expeditions' brochures, itineraries, and internet site is, to the best of World Expeditions' belief, correct at the date of publishing.

## 11. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with World Expeditions, and 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 World Expeditions that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate.

## 12. Proof of citizenship or information required for travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return home to your home country.

## 13. Airlines and other transport providers

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. 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 World Expeditions, 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.

## 14. Tour Prices

Package prices are based on ground costs, fuel prices, airfares, exchange rates and assumptions made at the time of printing the brochure. 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.

## 15. Exclusions from tour price

Without limitation, the following items are excluded from the tour price:

- personal travel insurance;
- visa, passport and vaccination charges;
- departure, 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;

- additional expenses caused by delay, accidents or disruption of planned itineraries;
- tips, onboard beverages and excess baggage charges.

Refer to our tour notes for full details.

## 16. 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, acts or omissions of a third party or for any other cause whatsoever outside World Expeditions' 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 9.

## 17. 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 involve potential exposure to injury and possibly death; and

■ in the countries and 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 World 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, New Zealand & Canada, 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.

## 18. Disclaimer

You accept that:

- World 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
- World Expeditions will not be liable for any breach of any law by any person with whom you travel on the tour; and

■ you may not rely on any representations concerning the tour made by World Expeditions which are not contained in these conditions.

## 19. 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 to the extent permitted by law:

- you release, waive, discharge, hold harmless and agree to indemnify 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 claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction therewith unless caused by the willful negligence or wrongful act of World Expeditions and its employees; and regardless of the situation or circumstances giving rise to the claim 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 Commonwealth (as amended) does not apply to this contract. If section 74 of the Trade Practices Act 1974 does apply World Expeditions' liability is limited to resupplying the services or paying the costs of resupplying the services, whichever is the lesser.

## 20. Miscellaneous

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## 21. 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) (Fair Trading Act 1999) 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 Victoria.*

## 22. 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 booking is made in the state of Victoria, or
- NSW, in the case the booking is made elsewhere in Australia.