

BOOKING TERMS AND CONDITIONS: LIFES AN ADVENTURE

These terms govern bookings made for the **Six Foot Track, Blue Mountains 2 – 4 October 2010** holiday (“The Holiday”) made with Lifes an Adventure (“we”, “us” and “our”) PO Box 552 Manly NSW 2095

All correspondence should be addressed to the holiday promoter A Rendezvous for Singles PO Box 1717 Potts Point NSW 1335 ABN 23 119 642 992.

Deposit	\$100 deposit
Final Monies	All outstanding monies due 3 weeks prior to departure
Booking Fee	\$4.75 per person

Definitions

Booking Terms and Conditions

Means the terms and conditions for the Holiday.

Code of Conduct

Means the Code of Conduct for the Holiday

Confirmed Booking

A booking is confirmed once we issue a reply to your booking request and you pay a deposit in full by the booking close date and have paid all monies in full by the final payment date.

Participants/Customer/Client

All those persons who have booked and paid for The Holiday.

Cancellation Policy:

- Cancellations received 21 days or more prior to tour departure will incur a loss of deposit.
- Cancellations received between 3 & 20 days prior to tour departure will incur a cancellation fee of 50% of full tour cost.
- Cancellations received within 48 hours prior to tour departure will incur a cancellation fee of 100% of full tour cost.

Please also note that failure to arrive will incur a full cost of tour fee.

Conditions of trip:

Our activities will normally operate in all but exceptional weather conditions. Conditions such as fog, mist, drizzle, showers, rain, sleet and windy conditions do not affect normal operation of our activities.

The Company reserves the right to cancel any ticket or booking or to refuse to carry any passenger where payments have not been received by the Company within the times specified. It is a condition of carriage that a passenger has paid all tour monies prior to the departure of the tour.

The Company reserves the right to alter the accommodation and/or itinerary or cancel a tour without notice as may be found necessary for any reason whatsoever including, but not limited to, road, weather or traffic conditions, track closures, operational conditions and requirements. Where a tour is cancelled prior to the departure date we shall endeavour to offer the nearest possible alternative tour (subject to a refund or payment to cover any tour price difference) or, if this is not acceptable, refund your monies in full. All additional expenses incurred as a result of any delays, cancellations or alterations will be the sole responsibility of the passenger.

A minimum number of 4 persons booked is required to operate the Six Foot Track tour. Where sufficient numbers cannot be achieved, the Company reserves the right to change the itinerary to a 2 day tour finishing or starting at Black Range or cancel a scheduled departure. The decision to operate the tour is usually made 14 days prior to the departure date:

Any special passenger requirements must be notified to the Company at the time of booking. No passenger will be permitted to embark or continue on the tour while their mental or physical condition is, in the opinion of any representative of the Company, such as to render them incapable of caring for themselves, or whereby they become objectionable to other passengers, or they become a hazard to themselves or other passengers.

TERMS FROM A RENDEZVOUS FOR SINGLES

When you make a booking via A Rendezvous for Singles (“we”, “us” and “our”) website or via phone, fax or post for the **Six Foot Track, Blue Mountains ‘for single bushwalkers’ (25 to 39 years)** holiday (“The Holiday”) made with Lifes an Adventure you also agree to certain terms with A Rendezvous for Singles as below .

Ages of Participants

We have promoted this holiday for the age group of 25 to 39 years as this trip generally appeals mostly to this age range. However, you are welcome to book if you are outside the age range.

Our Bookings

There are 8 places (of the total 16 places) on this trip reserved for A Rendezvous for Singles. The trip may also confirm more or less than eight clients from A Rendezvous for Singles subject to demand and availability.

The tour operator has confirmed this departure is exclusively for single/solo travellers. If the tour operator accepts persons who are not single/solo travellers we cannot be held responsible for this outcome.

Privacy

Our privacy statement and site terms are available from the website www.arendezvous.com.au. In addition to our Privacy Statement we will not share your booking details with any other third party with the exclusion of :

- Suppliers of the holiday including but not limited to any accommodation management and staff responsible for fulfilling your booking.
- Third Party Bookings
Where your booking has originated from a third party promoting this holiday your details; limited to your first name, surname, email address, street address and date of birth may be provided to this third party for review purposes only.
- Circumstances where the information is required to be disclosed by law

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.

The Code of Conduct requires general courtesy and respect be shown towards 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 any other person or company without the express permission of the participant whose information it is.
- e. Participants are to refrain from using 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.

Other Terms

- A Rendezvous for Singles accepts no liability for errors or omissions in the description of hotel or other holiday inclusions that they have promoted.
- Release and Waiver of Liability
In consideration of A Rendezvous for Singles accepting your booking application and in consideration of you being permitted by A Rendezvous for Singles to join the Holiday:
- you release A Rendezvous for Singles and its officers, employees, agents, tour hosts and other representatives from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the holiday and resulting from your personal injury, illness or death or damage to or loss of your property; and you

waive any claims you have, or may at any time have, against A Rendezvous for Singles and its employees and agree not to make any claim against or seek any compensation from A Rendezvous for Singles 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 holiday. To the extent permitted by law, section 74 of the Trade Practices Act 1974 does not apply to this contract.

- Force Majeure: A Rendezvous for Singles does not guarantee and will not be liable in respect of the itinerary where changes, delays or failure in performance are force majeure, that is, beyond our control. Without limiting, the following shall be regarded as such circumstances: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority, fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service, renovations undertaken by the hotel, strikes, lockouts or boycotts, embargo, blockade. In this respect refunds will not be given where we are not at fault.
- A Rendezvous for Singles reserves the right to change these terms from time to time.
- Your payment of a deposit for The Holiday constitutes your acceptance in full of the terms and conditions contained in this document.