

BOOKING FORM

To join one of our trips, please complete this form and send it to your nearest Australian World Expeditions office of which Tasmanian Expeditions is a division of, or to your local travel agent, together with a non refundable deposit of \$400 per person per trip. Please note that some trips may require a greater deposit; please check specific trip essential information on our website regarding varied deposit amounts or final payment deadlines.

PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER

SURNAME: _____

FIRST NAME: _____

ADDRESS: _____

SUBURB/CITY: _____ STATE: _____ POSTCODE: _____

TEL: (MOB) _____ (LAND) () _____

EMAIL: _____

OCCUPATION: _____

DATE OF BIRTH: (DD/MM/YR) _____ HEIGHT (CM): _____

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

EMERGENCY CONTACT: _____ RELATIONSHIP: _____

MOBILE: _____

EMAIL: _____

PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER

SURNAME: _____

FIRST NAME: _____

ADDRESS: _____

SUBURB/CITY: _____ STATE: _____ POSTCODE: _____

TEL: (MOB) _____ (LAND) () _____

EMAIL: _____

OCCUPATION: _____

DATE OF BIRTH: (DD/MM/YR) _____ HEIGHT (CM): _____

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

EMERGENCY CONTACT: _____ RELATIONSHIP: _____

MOBILE: _____

EMAIL: _____

TRIPS SELECTED

TRIP NAME: _____ DEPARTURE DATE: _____ ALTERNATIVE DATE: _____

TRIP NAME: _____ DEPARTURE DATE: _____ ALTERNATIVE DATE: _____

ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: _____

WOULD YOU LIKE TO RECEIVE YOUR DEPARTURE INFORMATION AND TRAVEL DOCUMENT BY: OPTION 1: EMAIL OR OPTION 2: NORMAL POST

HAVE YOU TRAVELLED WITH US BEFORE? YES NO WHERE DID YOU HEAR ABOUT US? _____

BY TICKING THIS BOX I /WE CONFIRM THAT I/WE HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND WAIVER OF LIABILITY [CONDITION 20], IF AGED UNDER 18, THIS FORM REQUIRES THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN.

PARTICIPANT 1: SIGNED: _____ DATE: _____ PARTICIPANT 2: SIGNED: _____ DATE: _____

CREDIT CARD DETAILS - PARTICIPANT 1

VISA MASTERCARD AMEX CHEQUE

CARDHOLDER'S NUMBER: _____

EXPIRY DATE: _____ I agree to debit this card below amount

CARDHOLDERS NAME: _____ AMOUNT: _____

CREDIT CARD DETAILS - PARTICIPANT 2

VISA MASTERCARD AMEX CHEQUE

CARDHOLDER'S NUMBER: _____

EXPIRY DATE: _____ I agree to debit this card below amount

CARDHOLDERS NAME: _____ AMOUNT: _____

SEND YOUR BOOKING FORM TO:

info@tasmanianexpeditions.com.au or fax to: 02 8270 8401

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 Walking Holidays (AWH) and Tasmanian Expeditions (TEX), trading as divisions of World Expeditions Services Pty Ltd ACN 107 525 619 (World Expeditions) and you. No variation of these conditions will be effective unless in writing and signed by a person so authorised by AWH / TEX. In these terms and conditions reference to "AWH/TEX representatives" means tour leaders and staff and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in Australia, or any of them.

1. How to book

To reserve your place on one of the tours, you should complete the Booking Form either online or send it, together with a non-refundable deposit of \$400 per person per trip, to your nearest World Expeditions office, or travel agent. For voyages and cruises an additional non refundable deposit is required to secure your berth. Please refer to trip notes for specific additional deposit amounts.

2. Prices

The prices quoted on our websites (www.australianwalkingholidays.com/ www.tasmanianexpeditions.com.au) represent the most current prices, are per person and are subject to minimum numbers. Where minimum numbers are not met by the payment date, a small group surcharge will be offered to ensure the trips operation. Refer to the trip essential information for all tour inclusions and exclusions. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied. AWH/TEX tries its utmost not to increase tour prices, however sometimes increases are outside its control. AWH/TEX reserves the right to amend tour prices at any time. Amendments may be necessitated for many reasons including, but not limited to, increases in ground operator services, increased fuel costs, airfares, airport charges, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.

3. Payment

The prices quoted in this brochure or on our website are per person for payment by cash, cheque, money order or credit charge (the latter subject to surcharge). The balance of the tour price is payable 40 days prior to departure, or up to 70 days for selected trips. Prices are quoted in Australian dollars (unless otherwise specified) and all payments must be made in Australian dollars. If payment of the balance of the tour price is not received by AWH/TEX by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 5 will apply.

4. Amendments/Transfers

AMENDMENTS: If you wish to make amendments to your tour arrangements, you must notify AWH/TEX 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: If you wish to transfer from one tour to another, you must notify AWH/TEX in writing. Once we receive 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 40 days prior to your original departure date [or up to 70 days for selected trips], 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 40 days [or up to 70 for selected trips] prior to your original departure date 100% of your tour price will be forfeited.
- On all voyages a date change is considered to be a cancellation of the original booking and cancellation fees will apply as set out in condition 5.

Note: Any requested amendment to tour arrangements or transfer from one tour to another is subject to availability and the agreement in writing of AWH/TEX, however, the transfer of a trip from one person to another is not permitted.

5. Cancellations

If you wish to cancel your tour, you must notify AWH/TEX in writing. Once we receive your notice, cancellation will take effect subject to the following: All tours excluding voyages

- If cancellation takes place more than 40 days prior to your departure date [or up to 70 days for selected trips], your full deposit will be forfeited.
 - If cancellation takes place less than 40 days prior to your departure date [or up to 70 days for selected trips], 100% of the tour price will be forfeited.
- Variations to the conditions outlined in clauses 3, 4 and 5 may apply. Please refer to individual trip essential information for details. 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 AWH / TEX by you, may be recovered from you by us as a debt due and payable.

6. Health & 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. For many of our tours you will be required to submit a medical questionnaire completed by you or your doctor as proof that you are fit enough to participate in the tour. If you have booked a tour graded 1-4 the only time that a medical questionnaire will be required by your doctor is where you have a pre existing medical condition, or are over 70 years of age. This will be sent to you upon booking and you will be required to return the form completed and signed 40 days prior to departure. If you have booked for a tour graded 5-7 you will be sent a medical form upon booking and can complete this yourself and return to us 70 days prior to departure, unless you have a pre existing medical condition or are over 70 years of age in which case you must have your doctor complete and sign it. 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. AWH/TEX reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

7. Medical Disclosure

- You declare and warrant that
- you are in good health and mental and physical fitness at the time of booking
- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to us 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 our decision to permit you to go on the adventure tour;
- additionally that pre-existing medical conditions are disclosed to your travel insurer and cover sought;
- immediately upon any adverse change in your health or fitness that may be likely to affect our decision to permit you to go on the adventure tour, you will

notify us in

writing of any such adverse change;

- AWH/TEX are permitted to disclose medical information to our consultant doctor.

- AWH/TEX 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;

- You have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to;

- you have taken out a travel insurance policy that adequately covers you for medical eventualities and or pre existing medical conditions.

If you fail to comply with the duty of disclosure in this condition and if we would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, we will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

8. Tour Leaders

- AWH/TEX 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, he/she may exclude you from the tour. In this event, 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 due to you committing an illegal act, or in the opinion of the tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health (mental and/or physical) is questioned, he or she may direct you not to continue and you must follow the tour leader's instructions. Due to the format of many trips it is not always possible to allow passengers to sit out or miss days/sections of the tour. Passengers are not permitted to be left unaccompanied in campsites. If you are not able to complete all the sections of the tour you may be asked by your tour leader to discontinue the tour and you must follow this instruction. In this case you will not be entitled to any refund.

- AWH/TEX reserves the right to change, at any time, the tour leader of any tour. If that happens, we will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change by us 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.

9. Complaints

If during the course of your trip you have a problem, please bring this to the immediate attention of the tour leader or relevant supplier (eg. Transport provider, hotelier). If your complaint is not resolved to your satisfaction, please contact your World Expeditions consultant by email or phone and they will endeavour to assist you. If your complaint cannot be resolved locally, please follow this up in writing within 30 days of your return home by writing to our Operations Department at your local World Expeditions office. Please keep your letter concise and to the point in order for us to quickly identify your concerns and liaise with the relevant parties to respond to you as soon as possible.

10. Cancellation due to tour booking numbers

AWH/TEX 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).

11. Route changes, Postponement, Cancellation or Delay

AWH/TEX reserves the right to:

- 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 AWH/TEX, it is necessary to do so due to inclement weather, snow or icy conditions or circumstances that are known to us and 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 AWH/TEX, 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 AWH/TEX. 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.

12. 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 AWH/TEX. The information contained in our brochures, itineraries, and internet sites are, to the best of our belief, correct at the date of publishing.

13. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with us, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, pre-existing medical conditions, death, loss of baggage and personal items and cancellation and curtailment. You must provide evidence to AWH/TEX that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate in.

14. Proof of citizenship or information required to 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 (ie, visas) 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.

15. Airlines and other transport providers

Any material published by AWH/TEX, 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 us. 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.

16. Force Majeure

If AWH/TEX 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, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside AWH/TEX reasonable control, AWH/TEX will be under no liability whatsoever to you and may, at its option, by written notice to you cancel the tour wherein clause 5 of these conditions will apply in respect of cancellation charges.

17. Assumption of risk

You acknowledge and agree 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;
 - 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;
 - 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 and 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. No Liability

You acknowledge and agree that:

- where AWH/TEX acts as a booking agent for third-party tour operators it accepts no liability for the acts or omissions of those third-party tour operators and does not authorise any suppliers including hotel management to promise refunds on our behalf; 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 AWH/TEX; and
- AWH/TEX 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 AWH/TEX which are not contained in these conditions.

19. Release and discharge from all claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all AWH/TEX representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of 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 with the tour unless caused by the reckless conduct of AWH/TEX representatives, or
- in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by AWH/TEX representatives in arranging such optional activities will not render the AWH/TEX representatives liable to you in any way.

20. Australian Consumer Law

Under the Australian Consumer Law, statutory guarantees apply to the supply of recreational services of the kind offered by these terms and conditions.

"Recreational services" is defined as including activities that involve a significant degree of physical exertion or risk undertaken for the purposes of recreation, enjoyment or leisure. These guarantees mean that AWH/TEX, as the supplier, is required to ensure that the recreational services it supplies to you are rendered with due care and skill and are fit for their intended purpose. Under the Australian Consumer Law, AWH/TEX, as supplier, is entitled to ask you to agree that these statutory guarantees will not apply to you. If you sign this form you will be agreeing that your rights under this agreement, if you are killed or injured because the services provided were not rendered in accordance with these statutory guarantees, are excluded, restricted or modified in the way set out in this condition.

To the extent permitted by law, you hereby exclude, release and forever discharge all AWH/TEX representatives from all liability for any and all claims, loss, damage, cost or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, form of behaviour, course of conduct or state of affairs as specified in section 139A of the Competition and Consumer Act 2010 (except in the case of liability arising from the reckless conduct on the part of the AWH/TEX representatives) and connected with your participation in the recreational services which comprise the tour

21. Privacy

You permit AWH/TEX to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to our representatives in order to ensure your safety and well being but will not be used by them for any other purpose.

22. Images

By signing these terms and conditions you certify that your image may be used without charge by AWH/TEX for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

23. Waiver

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.

24. Severance of conditions

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.

25. 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.