

Term & Conditions

These terms and conditions form a contract between you, our customer and Casabal Pty Ltd ACN 123 453 823 as trustee for the C & S Family Trust t/as Trek West (**Trek West, we, us, our**) as the tour operator. We are unable to accept any booking unless you understand and agree with the following terms and conditions. Read carefully the following terms and please contact us if you have any queries. By completing, signing and submitting the Booking Form you agree to be bound by these conditions which constitute the agreement between Trek West and yourself.

Bookings

To make a booking please contact Shelly Hawkins on email, phone or via the “enquire now” section of the Trek West website, from there all relevant forms and details will be emailed to you.

Payment

We require a non-refundable deposit to confirm your booking. (See *COVID Booking Exception below). Your booking deposit is used towards pre-hike operational costs for your trek. Bookings made within 60 days of departure will require full payment at the time of booking. The booking deposit is not transferable to others. Payments can be made by Direct Deposit. Your booking is not final until a deposit (or in the case of bookings made within 60 days of departure, full payment) has been received.

*** COVID Booking Exemption**

Due to the current uncertainty regarding border closures, if travel is not permitted due to COVID restrictions **only** and the borders are closed; guests will receive a full refund on final payment and **50% of the deposit**.

Final Payment: The balance of money owed will be due 60 days prior to departure, or otherwise at the times required by Trek West. If payment is not received, you will forfeit your deposit and place on the hike. Payment to be made in Australian Dollars and all prices are inclusive of GST. You will be emailed an invoice with payment details and dates.

Cancellations.

Cancellations must be received by email. Cancellations take effect subject to the following:

- If cancellation takes place more than 60 days before your departure date, your full deposit will be forfeited.
- If cancellation takes place less than 60 days before your departure date, 100% of the tour price will be forfeited.

In view of the above, Trek West strongly recommends suitable travel insurance be purchased at the time the deposit is paid. We recommend insurance cover that covers any loss which may be suffered due to cancellation.

Transfer of departure date.

We will endeavour to transfer your booking to an alternative date should you request this, but please be aware that this will not always be possible. Transfers may only be made to another tour to commence within 12 months of your original departure. Transfers take effect subject to the following:

- If your notice is received more than 60 days prior to your original departure date, a \$50 administration fee will apply and be payable prior to your departure
- - If your notice is received less than 60 days before your original departure date, 100% of your tour price will be forfeited.

Medical Clearance

Due to the physical activity involved with our treks, we require all guests 69 years of age or over at the time of their trek to obtain a medical clearance from a medical practitioner. If your medical practitioner does not provide you with a medical clearance, your deposit is fully refundable. Any cancellation after a successful medical clearance is subject to our standard cancellation policy.

Travel Insurance.

We recommend that you are insured for the duration of your tour. We strongly recommend that the policy covers personal liability, cancellation and curtailment and loss of luggage/personal effects, coverage for medical expenses.

Health and Fitness.

All tours require a moderate to high level of fitness and a degree of mental stamina. Being physically prepared is paramount to the experience and to yours and the group's safety. If you are not physically prepared you may need to, or may be asked to miss certain days walking for yours and the group's wellbeing. Being physically prepared will ensure you gain maximum involvement and enjoyment on your trek.

It is **vital** that you inform us of any medical conditions that may affect you during your time with us. We need to know so that we can ensure maximum safety, comfort and enjoyment on your trek. Consult your medical practitioner before your tour if you have any pre-existing medical conditions which may affect you whilst on tour. Please advise us on the Booking Form of any medications you are taking, medical conditions (ie. allergies etc.) and any previous injuries or operations you may have or had. We reserve the right to require that you obtain a medical clearance from a medical practitioner in these circumstances, even if you are under 69 years of age. If taking any medication please make sure you bring adequate supplies for the duration of the tour.

Hiking with Trek West.

Your safety and wellbeing is our first priority. We walk together or within sight of each other and adjust the pace as required for the comfort and safety of all participants; please consider this as part of your booking. Each trek is unique and we endeavour to provide the best possible experience for each group. We hold all the necessary permits and fulfil all other requirements to legally operate our tours.

Changes made during tour.

Changes to the itinerary do occur in response to weather, road conditions, cultural considerations and other factors outside our control. Changes also take place in response to group needs or just to show you something special at the time. Changes are made at the discretion of the trek leaders.

Cancellation of tour

Cancellations of tours by the company may happen if minimum numbers are not reached. A minimum of 30 days' notice will be given to you with the option to book onto another of our tours or to receive a full refund. We reserve the right to cancel a tour in whole or in part if we deem it necessary to do so due to a force majeure event. A force majeure event is any event beyond our control (including but not limited to a civil commotion, natural disaster or force of nature, act of God or the public enemy, or governmental restraint or restriction), which renders us unable to carry out the original tour itinerary in whole or in part, and which cannot be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives. We will not be liable to you in any way in respect of any such cancellation to the extent that it was deemed necessary by us due to a force majeure event/such an event.

Responsibility

It is your responsibility to be prepared for the physical and mental demands of each tour. We need your active participation to ensure the safety and wellbeing of the group, and to consult with us if you have any health/hygiene issues that may affect you or the group. We adhere to and implement minimal environmental impact approaches to every tour.

Photography

You understand while participating in the tour, you may be photographed. Unless you otherwise advise us in writing, you agree to allow your photo, video, or film likeness to be used for any legitimate purpose by Trek West.

Assumption of risk.

You acknowledge and accept that you are participating in hiking, trekking and adventure type activities that have obvious, high and inherent risks. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. You assume all such risks, both known and unknown, even if arising from the negligence of Trek West, its officers, employees and/or agents (**Trek West Parties**) or others and you participate at your own risk and assume sole responsibility for any personal injury or death you may suffer in connection with your participation in the

activities. Our tours are undertaken in remote areas where expert medical aid and limited communications may mean delays in assistance in the event of injury, accident or death. Adverse weather conditions may require changes to the trip structure and itinerary and may affect your personal comfort. Accordingly, you understand that there are inherent dangers and risks, including risk of injury or death. You also acknowledge that you are responsible for looking after your personal belongings and property at all times, and that the Trek West Parties will not be liable for any loss or damage to your personal belongings and property.

Waiver of liability.

You further acknowledge and agree that due to the nature of the activities, it would in most circumstances be unreasonable for the Trek West Parties to be responsible for any injury to or death of yourself. To the fullest extent permitted by law, the Trek West Parties exclude all liability whether in contract, tort, under statute or otherwise (including without limitation in relation to any express or implied warranty or guarantee) arising from any injury suffered by you in connection with the activities, including in respect of any death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury), contraction, aggravation or acceleration of a disease or coming into existence, aggravation, acceleration or recurrence of any other condition or occurrence that is or may be harmful or disadvantageous to you arising:

- from the activities not being supplied with due care and skill or not being reasonably fit for purpose or for any breaches or failure of any consumer guarantees under Schedule 2 to the Competition and Consumer Act 2010 (Cth) (**Australian Consumer Law**),
- due to any act, error, omission or negligence of the Trek West Parties; or
- under breach of contract,

except to the extent caused by the reckless conduct of the Trek West Parties.

You agree that you are responsible for your personal belongings, and that the Trek West Parties are not liable to you in respect of any loss or damage to your personal belongings (except to the extent caused by the reckless conduct of the Trek West Parties). To the fullest extent permitted by law, the Trek West Parties' liability to you for a breach of any non-excludable guarantee or liability is limited to a refund for any fees paid by you to the Trek West Parties to participate in the activities. Nothing in these terms and conditions excludes, limits or modifies the application of the Australian Consumer Law, or the exercise of any rights or remedies conferred by the Australian Consumer Law where to do so would contravene the Australian Consumer Law. You agree that these clauses are to be construed broadly to provide a release and waiver in favour of the Trek West Parties to the maximum extent permissible by law.

In order to preserve your own and other's safety, if you do not comply with the booking conditions, act in a way that neglects group safety or wilfully damages the environment, you may be asked to leave the tour or refused entry to the tour at your own expense.

By signing below, you agree that you have read this document and fully understand its content.

Your Signature	Date	Your Name	Age
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(Please print legibly.)