



HEDONISTIC HIKING - BOOKING FORM

Tour name:

Tour date:

This booking form is subject to the Booking Conditions detailed below. The signed, initialled and completed form can be faxed, emailed or posted back to us.

Personal Information

Your details

Your travelling partner's details (if applicable)

Full Name:		
	D.O.B / / Sex: M/F	D.O.B / / Sex: M/F
Address:		
Email:		
Telephone:		
Travel/Medical Insurance#	Company: Tel: Policy number:	Company: Tel: Policy number:
Special dietary requirements		
Rooming requirement (twin/double/double for single - DFS) European tours only		
In emergency please contact (name, tel.number, address, relationship)		

Please also complete the Medical Questionnaire on the third page of this document.

If you do not yet have your travel insurance details, please forward them as soon as possible. For domestic (Australian) tours the minimum insurance requirement is ambulance cover

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WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees 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
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, 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**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Booking Conditions

Hedonistic Hiking is the provider ("Provider") of hiking tours ("Tours") to its customers ("You"). These Booking Conditions ("Conditions") contain important information. It is essential that You carefully read and understand them. The Conditions constitute a legally binding contract between the Provider and You for the services provided by the Provider and set out the basis of Your legal relationship with the Provider.

No legally enforceable contract will be concluded, and no supply (as defined in *the Competition and Consumer Act 2010* (Cth)) will have taken place, unless and until both of the following have occurred:

1. You have provided a fully completed Booking Form (either by hand delivery, post, fax or email); and
2. The deposit or full Tour Price (as applicable) has been received by the Provider in accordance with these Conditions (see clauses 10 - 11).

By signing below, You acknowledge that You have read, understood and agree to be legally bound by the below terms and conditions and warrant that the information You have provided is complete, true and correct.

←

Signature of Customer

←

Signature of Travelling Partner

Name of Customer

Name of Travelling Partner

Date

Date



MEDICAL QUESTIONNAIRE

To be completed by each person participating in the Tour. Name: _____

TICK YES/NO AS APPROPRIATE	YES	NO	DETAILS
1. Do you have angina, raised blood pressure, other heart disease or respiratory problems?			
2. Do you have any eyesight problems not corrected by glasses/contact lens for example, restricted vision, glaucoma, etc.			
3. Do you have any hearing problems not corrected with a hearing aid such as restricted hearing, tinnitus or ear infections?			
4. Have you had any problems with your joints including pain, swelling and stiffness, arthritis, rheumatism, upper limb disorder, tennis elbow, etc?			
5. Have you had any bronchitis, pleurisy, tuberculosis, coughing up blood, shortness of breath, asthma or other chest problems within the past five years?			
6. Are you prone to fits or blackouts and do you have epilepsy?			
7. Are you a diabetic? If yes, which type?			
8. Are you having, or waiting for, any hospital treatment or investigations at the moment?			
9. Do you have allergies including food, drug, animal or pollen? If so, what are they?			
10. Do you have any medical related illness, disabilities or infirmities that have required the regular care of a physician over the past 12 months?			
11. Have you been hospitalised or had surgery in the last five years? If so, when and what for?			

Please note that Booking Condition 15 below permits us to request more information or a report from your medical practitioner about your health and wellbeing.



Subject to the Conditions below, the Provider reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times for the Tours without notice. However, reasonable effort will be made to maintain arrangements as advertised.

PRICES

1. All prices are, subject to clause 3, correct at the time of printing. Prices for European Tours are quoted in Euros and prices for Australian Tours are quoted in Australian Dollars.
 - a. Payments for European Tours can be made by either:
 - i. bank transfer in Euros; or
 - ii. credit or debit card in Australian Dollars only.
 - b. Payments for Australian Tours can be made by bank transfer in Australian dollars, credit or debit card in Australian dollars.
2. All card payments are processed in Australian Dollars and incur a 1.68% surcharge. Payments in other currencies will be calculated according to the exchange rate at the time of the payment, using the Bendigo Bank sell rate on the day of invoice.
3. The Provider reserves the right to adjust prices whether or not You have already made full payment. The Provider will do everything within its reasonable control to prevent or limit price adjustments and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs and other operating costs on which prices are based.
4. Dates and itineraries departing more than 12 months after a booking is made are indicative only and subject to change in accordance with clause 3.
5. Tour cost for European tours is based on twin share accommodation. If You require a single room (DFS), a supplement will apply.

Costs included in Tour Price

6. Australian Trips: All Tour costs (including travel) from local accommodation.
7. European Trips: All Tour costs in Europe, starting from city named in the itinerary, including twin-share accommodation. For single travellers (double room for single use) a supplement applies.
8. All trips: All meals as per itinerary, scheduled transport, Tour guides and drivers, entry costs to scheduled activities.

Costs not included in Tour Price

9. Costs that are not included in the Tour Price include: Airfares, passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra meals, laundry, drinks, medical expenses, optional activities and trips, and any items of a personal nature.

Deposit

10. To secure a reservation for European tours and the Great Ocean Walk in Australia, payment of the Tour Price must be made as follows:
 - a. a non-refundable deposit of 20% of the published Tour price is required for each person booking within 7 days of invoice date; and
 - b. the balance is due 90 days before departure.
11. To secure a reservation of an Australian weekend tour, payment of the Tour Price must be made as follows:
 - a. a non-refundable deposit of 50% of the published Tour Price is required for each person booking within 7 days of invoice date; and
 - b. the balance is due 30 days before departure.
12. When a booking is made within 90 days before departure, a reservation is only secured upon receipt of the total Tour cost. Reservations made by private groups and agents are also subject to the Conditions.

YOUR HEALTH

13. The Provider operates trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that You are used to at home.
14. You are responsible for ensuring that You have adequately and appropriately prepared (both physically and



mentally) for the Tour. It is Your responsibility to advise the Provider of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of You requiring medical attention, or that might affect the normal conduct of a Tour and the enjoyment of other trip members.

15. You may be requested by the Provider to provide an assessment of Your medical condition from a qualified medical practitioner. If no assessment is provided to the Provider, the Provider reserves the right, in its reasonable discretion, to cancel Your booking and refund the money paid by You, less any unrecoverable costs.

16. You warrant to the Provider that you:

- a. are and will continue to be in good physical and mental health and are fit and able to participate in the Tour and all of the activities to be undertaken as part of the Tour;
- b. not a danger to yourself or any Tour participant or any of the Provider's employees or suppliers; and
- c. do not suffer from any medical condition which may prevent You from undertaking the Tour, including, but not limited to, epilepsy, dizziness, limb or back injury, angina or other heart condition, severe or uncontrolled asthma, visual impairment, depression or recovering from recent surgery.

17. The Provider reserves the right to terminate Your participation in a Tour at any time, including after the commencement of Your Tour, with no right of refund, if Your medical condition and/or disability could be reasonably expected to affect the normal conduct of the Tour and the enjoyment of other Tour members.

18. Generally, the Provider does not allow travellers under the age of 18 years on the Provider's scheduled itineraries. However the Provider may, in its absolute and sole discretion, permit a person aged under 18 years to travel on a Tour with their legal guardian. For further information please contact the Provider.

YOUR OBLIGATIONS DURING THE TOUR

19. You acknowledge that if You become ill or injured, You warrant to the Provider that You will immediately cease participation in the Tour and seek appropriate medical advice.

20. The Provider will not accept responsibility or liability if You contravene any law or regulation of any country or region visited. Any independent arrangements that You make that are not part of the Tour (including pre- and post accommodation) and are entirely at Your own risk. The Provider cannot and does not give You any assurance, representation or warranty in connection with any such arrangements.

21. In accordance with clause 48, you must carry your Travel Insurance policy with you at all times and produce it to the Provider's employees or suppliers upon reasonable request.

22. In accordance with clauses 49 and 50, you agree to abide by the direction of the Tour Leader at all times.

ASSUMPTION OF RISK

23. You acknowledge that You participate in the Tour at Your own risk. Except where otherwise stated, the Provider acts as an agent for service providers when making arrangements for Your Tour.

24. You acknowledge that participation in all Tours involves inherent risks that may not be present in the case of conventional or less demanding holidays. These risks include, without limitation, the possibility of injury or death, psychological trauma, heart attack, disease, loss or damage to property, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in the Tour involves visiting remote or unstable regions, or regions where there is dangerous wildlife.

25. You acknowledge that the activities that may be undertaken on a Tour involve a significant degree of physical exertion or physical risk and that the recreational services provided by the Provider may be dangerous. You further acknowledge that the Tour is undertaken for the purposes of recreation, enjoyment or leisure.

26. When assessing whether the Tour will operate, the Provider uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade. It is Your responsibility to accustom Yourself with the travel advice provided by this government body, as well as that of Your country of residency, before commencing the Tour. By booking with the Provider You acknowledge Your decision to travel on the Tour is made after due consideration of relevant travel information that may be made available at any time.

EXCLUSION OF LIABILITY

27. The Provider acknowledges that You may have rights under statutory consumer protection laws including the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law and Fair Trading Act 2012* (Vic). The following disclaimer of warranties and liability limitations apply subject to any rights You may have under such laws. These Conditions must be read subject to the statutory provisions contained in such laws.



Recreational Services to which the *Australian Consumer Law and Fair Trading Act 2012* (Vic) applies

28. In these Conditions, Personal Injury, Recreational Services, Reckless Conduct, Reckless Disregard and Significant Personal Injury have the meanings given to them in the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and *Competition and Consumer Act 2010* (Cth) as the context requires.

29. In relation to Recreational Services to which the *Australian Consumer Law and Fair Trading Act 2012* (Vic) applies and notwithstanding anything to the contrary contained in these Conditions, to the maximum extent permitted by law Hedonistic Hiking will not be liable for the death of, or Personal Injury suffered by, the Customer in relation to the supply by Hedonistic Hiking to the Customer of Recreational Services, and the Customer releases Hedonistic Hiking from all such liability.

Recreational Services to which the *Competition and Consumer Act 2010* (Cth) applies

30. In relation to Recreational Services to which the *Competition and Consumer Act 2010* (Cth) applies and notwithstanding anything to the contrary contained in these Conditions, to the maximum extent permitted by law Hedonistic Hiking will not be liable for the:

- a. death; or
- b. physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); or
- c. contraction, aggravation or acceleration of a disease of an individual; or
- d. coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - i. that is or may be harmful or disadvantageous to the individual or community; or
 - ii. that may result in harm or disadvantage to the individual or community,

of, or in relation to, the Customer in relation to the supply by Hedonistic Hiking to the Customer of Recreational Services, and the Customer releases Hedonistic Hiking from all such liability.

31. Notwithstanding anything to the contrary contained in these Conditions, to the maximum extent permitted by law, the Provider will not be liable for the death of, or Personal Injury suffered by, You in relation to the supply by the Provider to You of Recreational Services, and You release the Provider from all such liability. The exclusion of liability does not apply where You suffer a Significant Personal Injury that is caused by the Reckless Conduct or Reckless Disregard of the Provider.

32. The Provider excludes all warranties and guarantees in connection with any goods or services supplied to You (on or in connection with any advice regarding such goods or services), other than those which may not be excluded under the *Competition and Consumer Act 2010* (Cth) or other relevant legislation. For the avoidance of doubt, this exclusion includes an exclusion or all conditions and warranties implied by custom, the general law and statute (other than those which may not be excluded by force of law).

33. Without limiting the generality of anything herein, You acknowledge and agree that in entering into these Conditions and doing any pursuant to these Conditions, You rely on your own investigations and professional advice you have received and do not rely on any representation, guarantee, warranty or assurance from or on behalf of the Provider as to any matter.

34. The Provider's liability under any guarantee, condition or warranty implied or stipulated by the *Competition and Consumer Act 2010* (Cth) or similar legislative provision which may not be excluded but may be limited in any of the following ways, is limited at the Provider's option to:

- a. in the case of goods supplied by the Provider:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods; or
 - iii. the refund of the price paid by You for the goods; or
- b. in the case of services supplied by the Provider:
 - iv. the supply by the Provider of the services again; or
 - v. the refund of the fee or other price paid by You for the services.

35. The Provider is not liable for any indirect loss, or consequential loss, or loss of income, profits, revenue or opportunity, or loss or theft of goods, or damage to goods, or loss, theft or corruption of data or information, or the cost of replacing or repairing goods, or the cost of recovering or recompiling data or information, or any damage to reputation, in each case except for any such liability which may not be excluded by force of the *Competition and Consumer Act 2010* (Cth) or similar legislative provision.



CHANGES TO YOUR TRIP

36. You acknowledge that travelling with the Provider requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after a Tour's commencement, without prior notice due to local circumstances. Changes may occur because of 'Force Majeure' (see clause 41), poor road conditions, weather, availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond the Provider's control or which simply cannot be foreseen. The Provider does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond the Provider's control. You acknowledge that group sizes may also vary during the duration of Your Tour.

37. Due to the nature of these expeditions, weather, ice or government regulations may require changes to be made to Your itinerary and/or the cancellation of some part of the Tour. Every attempt will be made to adhere to the itineraries described within the limits of safety and time. In the event of changes, participants have no right to any refund or other compensation. Should You choose not to take part in any activity or make use of any service provided, no refund will be made. Should the advertised Tour leader be unable to lead the Tour due to illness or other reasons, a substitute person shall be found and no refund shall be made as a result of this change.

38. The information about Tours given to You by the Provider and pre-departure information are subject to change. It is Your responsibility to review the up-to-date pre-departure information which can be obtained from the Provider. The information and conditions in the pre-departure information are deemed to be part of the Conditions. Where changes to Your Tour occur after You have received Your final documentation, the Provider will, where practical, advise You of such changes as soon as reasonably practical.

CANCELLATION BY THE PROVIDER

39. The Provider reserves the right to cancel a departure and will advise You of such cancellations as soon as reasonably practical. The Provider also reserves the right to cancel at any time due to 'Force Majeure' (as detailed below) or government travel advice. With any form of cancellation, the Provider will (unless expressly stated otherwise in these Conditions) offer You alternative arrangements, and if the price of Your alternative booking is of lower value than the original booking, the Provider will refund the difference to You.

40. If You do not accept alternative arrangements the Provider will refund all payments You have made to the Provider, (in case of 'Force Majeure' or government travel advice refunds will be less any unrecoverable costs). The Provider will not be liable for any additional costs incurred by You.

Force Majeure

41. The Provider will not be liable for any delay in, change to or cancellation of Tours due to 'Force Majeure'. 'Force Majeure' means a circumstance beyond the reasonable control of the Provider and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes.

Bush Fire Danger

42. In the event of bushfires, where it is prohibited to enter National Parks and local DSE authorities declare a Code Red, the Provider will use its reasonable endeavours to organise and deliver alternative activities, away from the endangered area.

Minimum numbers

43. The Provider requires a minimum number of customers per Tour (unless prior arrangement is made) in accordance with the following:

- a. 4 customers for Tours in Australia; and
- b. 7 customers for all other trips.

44. In the event that the minimum number is not met, the Provider reserves the right to cancel the Tour up to 90 days prior to Tour departure, in which event all monies paid by You will be refunded for the Tour.

CANCELLATION BY YOU

45. If You wish to cancel all or any part of Your booking, notification of cancellation must be made to the Provider in writing. The date of the cancellation is the date on which written notification is received by the Provider. The following charges will apply:

- a. Cancellation over 90 days (30 days for Australian weekends) before Tour departure – deposit only



- b. Cancellation less than 90 days (30 days for Australian weekends) before Tour departure – 100% Tour cost

46. If You do not pay the balance of Your total booking cost within 90 days of departure, Your booking may be terminated and You will lose Your deposit. In addition, other cancellation penalties may apply. No refunds will be provided:

- a. if You leave a Tour for any reason after the Tour has begun; or
- b. for any accommodation, transport, sightseeing, meals or services not utilised.

TRAVEL INSURANCE

47. Prior to the commencement of the Tour, you must obtain a comprehensive travel insurance policy from a reputable insurer which must cover accidents, injury, illness and death, medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable), personal liability, cancellation, curtailment and loss of luggage and personal effects and any activities to be provided during the Tour that are not covered by a standard travel insurance policy. The Provider strongly recommends Your policy include ambulance cover.

48. You must carry proof of insurance with You at all times during the Tour and produce it if reasonably requested by the Provider's employees or suppliers. The Provider reserves the right to cancel or suspend Your participation on a Tour or in certain activities that comprise part of a Tour, at any time, including after the commencement of Your Tour, with no right of refund, if You are unable to provide proof of insurance when reasonably requested.

AUTHORITY OF THE LEADER

49. You agree to comply with all lawful and reasonable directions of the Provider's leader or representative ("Leader"). At all times the decision of the Leader will be final on all matters likely to affect the safety and well-being of the Tour. This includes any decision that the Leader makes about Your on-going participation in the Tour or certain activities that comprise part of the Tour.

50. If You fail to comply with a decision made by the Leader, or interfere with the well-being of the group, then the Leader reserves the right to cancel Your Tour and order You to leave the Tour immediately, with no right of refund.

COMPLAINTS

51. If You have any complaint about Your Tour, You must make it known at the earliest opportunity to the Leader and/or the Provider's local representative, who will attempt to resolve Your complaint. If at the end of the Tour You feel Your complaint has not been properly dealt with You must notify the Provider in writing within 30 days of the end of Your Tour.

PASSPORT AND VISAS

52. If the Tour involves travel outside of Australia, It is Your responsibility that You carry a valid passport. Please ensure that Your passport is valid for 6 months beyond the duration of Your Tour. You must have obtained the appropriate visas when travelling with the Provider.

PUBLICITY

53. You agree that the Provider may use comments, images or recordings of You or made by You and taken during the Tour. You grant the Provider a royalty-free, non-exclusive, worldwide, perpetual licence to use, copy, reproduce, modify, adapt, publish, translate, distribute and publicly display such material for any promotional purpose of the Provider. By participating in the Tour, you consent to such use.

PRIVACY

54. The Provider requires the Personal Information and Sensitive Information (medical and health information) requested in these Booking Conditions, in order to provide you with the goods and services. The Provider also requires the name and contact details of your emergency contact and may require the name and contact details for your healthcare professional. Please ensure you have their consent to provide us with such information before providing it to the Provider. Without such Personal Information and Sensitive Information, the Provider may be unable to supply you with goods and services.

55. Some of your Personal Information and, where relevant, Sensitive Information will be accessible by the Provider and its suppliers including in Austria, France, Slovenia and Italy. Your Personal and Sensitive Information may be accessible in other countries where the software or online tools used by the Provider in connection with the provision of goods and services to you, are located or housed.

56. If you consent to disclosure of the requested Personal Information and Sensitive Information in this manner, the Provider is not required to take steps as are reasonable in the circumstances to ensure that the overseas recipients do not breach the Australian Privacy Principles in relation to the disclosed information. Having been informed of the possibility that such disclosure may occur, you consent to that disclosure by providing or continuing to provide the information requested in this form.



57. The Provider's Privacy Policy contains information about how you may access the Personal and Sensitive Information that the Provider holds about you and information about how to seek correction of such information, if necessary. The Provider's Privacy Policy also contains information about how you may complain about an alleged breach of the Australian Privacy Principles and how the Provider will deal with such a complaint. The Provider's Privacy Policy can be viewed without charge at <http://www.hedonistichiking.com.au/>. Alternatively, please contact the Privacy Officer either via email at info@hedonistichiking.com or via phone on +61 3 5755 2307 and the Provider will send or email you a free copy.

UPDATING THESE TERMS AND CONDITIONS

58. The Provider may, from time to time, update these Conditions and You agree to be bound by the updated Conditions as and when they are published on the Provider's website.

ENTIRE AGREEMENT

59. These Conditions constitute the entire agreement between the parties in connection with its subject matter and supersede all previous agreements or understandings between the parties in connection with its subject matter.

SEVERANCE

60. If any provision of these Conditions is void, voidable, unenforceable, illegal, prohibited or otherwise invalid, the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it, the whole provision must be severed. That will not invalidate the remaining provisions of these Conditions.

GOVERNING LAW

61. The Conditions will be governed by and construed in accordance with the law of Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia as regards any claim or matter arising under the Conditions or a booking.

