

**BOOKING TERMS AND CONDITIONS**  
**(for domestic short hiking tour bookings)**

**KEY TERMS**

1. Hedonistic Hiking (the **Provider**) provides hiking tours (**Tours**) to its customers (**you**). These Booking Terms and Conditions (**Conditions**) constitute a legally binding contract between the Provider and you for the Tours and any other services provided by the Provider. These Conditions set out the basis of your legal relationship with the Provider.
2. You warrant and acknowledge to us that you have read and understood these Conditions and if booking on behalf of third parties, you have conveyed these Conditions to them.
3. No legally enforceable contract will be concluded, and no supply will have taken place, unless and until the following has occurred:
  - a. You have provided a fully completed Booking Form (at rear of the Conditions) (either by hand delivery, post, or email); and
  - b. The full Tour price has been received by the Provider at time of booking.
4. 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.
5. 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.

**PRICES**

6. Subject to clause 9, all advertised prices are correct at the time of printing and are quoted in Australian dollars.
7. All card payments are processed in Australian dollars.
8. We accept the following payment methods:

Payment Method	Surcharge
Visa, Mastercard or American Express credit/debit card	1.6%

9. 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 operating costs on which prices are based.
10. Dates and itineraries departing more than 12 months after a booking is made are indicative only and subject to change in accordance with clause 9.
11. Only the items outlined in your itinerary are included in the Tour price.

**CANCELLATION BY THE PROVIDER**

12. The Provider reserves the right to cancel a Tour and will advise you of such cancellations as soon as reasonably practical.
13. The Provider also reserves the right to cancel a Tour at any time due to a force majeure event (as defined below) or government travel advice or travel restrictions.
14. With any form of cancellation, the Provider will (unless expressly stated otherwise in these Conditions or the terms and conditions of the Provider) 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. In the event of cancellation by the Provider, if you do not accept alternative arrangements, the Provider will refund to you all payments you have made to the Provider.
15. The Provider will not be liable for any additional costs you have incurred in respect of the booking.

**Force Majeure**

16. The Provider is not liable for any failure or delay in performing its obligations under the booking of the Tour that is due to events beyond the Provider's control, including, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy (**force majeure event**).

17. For the avoidance of doubt, a force majeure event shall not include:
- a. financial distress or the inability of you or the Provider to make a profit or avoid a financial loss;
  - b. changes in market prices or conditions; or
  - c. your financial inability to perform your obligations hereunder.
18. If your Tour cannot take place due to a force majeure event, you are entitled to a travel credit for the value of the price you paid for the Tour, which will be valid for 12 months from the date that the Tour was scheduled to depart. It is your obligation to book a replacement Tour during this period.
19. If you re-book a Tour that is more expensive than the original booking, you will be required to pay the difference to the Provider.
20. If you re-book a Tour that is less expensive than the original booking, the Provider will refund you the difference.

#### **Minimum numbers**

21. For a Tour to take place, the Provider requires a minimum number of two customers per Tour (unless prior arrangement is made).
22. In the event that the minimum number of two customers per Tour is not met, the Provider reserves the right to cancel the Tour up to 48 hours prior to the Tour departure, in which event all monies paid by you will be refunded to you.

#### **Bush Fire Danger**

23. In the event that bushfires interfere with the Provider's ability to offer the Tour, the Provider will use its reasonable endeavours to organise and deliver alternative activities, away from the endangered area. This may mean that the Tour takes place in a different location or on different days.

#### **CANCELLATION BY YOU**

24. If you wish to cancel all or any part of your booking, you must notify the Provider in writing. The date of the cancellation is the date on which written notification is received by the Provider.
25. Bookings can be rescheduled free of charge 7 days or more before the tour date.
26. Refunds are not available for change of mind. We can offer credit of the same value for an alternative tour if preferred and requested 7 days or more prior to the tour date. No refund will be provided for Gift Vouchers. Gift Vouchers may be redeemed up to 365 days after date of purchase.
27. Tour prices are non-refundable if you leave a Tour for any reason after the Tour has begun and/or you do not show up for the Tour.

#### **ASSUMPTION OF RISK**

28. You acknowledge that you participate in the Tour at your own risk.
29. You acknowledge that participation in the Tour involves inherent risks, including, 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.
30. You acknowledge that the activities that may be undertaken on the 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.

#### **LIABILITY OF SUPPLIERS**

31. In arranging the Tour, the Provider will engage suppliers such as transport and accommodation providers (**suppliers**). For such arrangements, the Provider is an agent of these suppliers.
32. As an agent of the supplier, the Provider has no control over or liability for, the services provided by suppliers. We cannot guarantee the performance of the supplier and we have no liability in respect of the supply of any Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any provider of travel services or products by suppliers. All bookings with us are subject to the terms and conditions and limitations of liability imposed by the supplier.



## EXCLUSION OF LIABILITY

33. The Provider acknowledges that you have rights and guarantees under statutory consumer protection laws including the *Australian Consumer Law (ACL)* under the *Competition and Consumer Act 2010 (Cth) (CCA)* and the *Australian Consumer Law and Fair Trading Act 2012 (Vic) (ACLFT)*. Nothing in these Conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy under these laws which cannot lawfully be excluded, restricted or modified.
34. The guarantees contained in the ACL and the ACLFT can be excluded, restricted or modified in relation to the supply of recreational services. In relation to the supply of the Tour, being a recreational service, the Provider excludes all liability for a failure to comply with sections 60 to 62 of the ACL for:
- death;
  - physical or mental injury;
  - the aggravation, acceleration or recurrence of a physical or mental injury;
  - the contraction, aggravation or acceleration of a disease; and
  - the 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, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of the Provider to comply with a guarantee in sections 60 to 62 of the ACL.
35. To the extent permitted by section 139A of the CCA and section 22 of the ACLFT, you acknowledge and agree that the Provider excludes all liability. The effect of these exclusions is that you will not be able to sue the Provider in the event that any of the circumstances listed in clause 34 occurs. The exclusion of your right to sue the Provider does not apply if your death or injury is caused by the gross negligence of the Provider.
36. The Provider is not liable for any indirect loss, consequential loss, loss of income, profits, revenue or opportunity, loss or theft of goods, damage to goods, loss, theft or corruption of data or information, the cost of replacing or repairing goods, 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 lawfully excluded under the CCA, ACLFT or other similar legislative provision.
37. 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 ACL or other relevant legislation. For the avoidance of doubt, this exclusion includes an exclusion of all conditions and warranties implied by custom, the general law and statute (other than those which may not be excluded by force of law).
38. 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.

## CHANGES TO YOUR TRIP

39. You acknowledge that travelling with the Provider requires a degree of flexibility, good humour, and an understanding that the itinerary 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 event (see clause 16), poor road conditions, weather, 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 financial costs resulting from circumstances beyond the Provider's control. You acknowledge that group sizes may also vary during the duration of your Tour.
40. 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.
41. 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 these 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.



## **YOUR OBLIGATIONS DURING THE TOUR**

42. You acknowledge and agree that should you become ill or injured at any time before or during the Tour, you will immediately cease participation in the Tour and seek appropriate medical advice.
43. In accordance with clauses 49 and 50, you agree to abide by the direction of the Tour Leader at all times.

## **INSURANCE AND YOUR HEALTH**

44. The Provider strongly recommends you obtain a comprehensive insurance policy, covering you for any 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) and ambulance cover.
45. 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(s) 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. We do not carry, or have access to, a defibrillator whilst walking.
46. 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. are 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.
47. The Provider reserves the right to terminate your participation in a Tour at any time, including after the commencement of the 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.
48. 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.

## **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 you and 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 the Tour.

## **PUBLICITY**

52. 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**

53. You acknowledge and agree that the Provider may disclose some or all of your personal and sensitive information as required for the purposes of the Tour as outlined in the Provider's Privacy Policy <http://www.hedonistichiking.com.au/>. The terms of the Provider's Privacy Policy are incorporated into these terms and conditions.

## **ENTIRE AGREEMENT**

54. 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**

55. 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. 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. If that also fails to save it, the whole provision must be severed. The severing of any provision will not invalidate the remaining provisions of these Conditions.

**GOVERNING LAW**

56. All matters arising out of or in connection with these Conditions are governed the laws of Victoria, Australia. Each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of Victoria, Australia.

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

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\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of Travelling Partner

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
Name of Travelling Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**HEDONISTIC HIKING - BOOKING FORM**

**Tour name:**

**Tour date:**

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

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		
Medical Insurance/ Ambulance cover	Company: Tel: Policy number:	Company: Tel: Policy number:
Special dietary requirements		
In emergency please contact (name, tel.number, address, relationship)		

**Please also complete the Medical Questionnaire below.**



## 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?			
12. Have you been diagnosed with Covid19 or been in contact with any person who has been diagnosed with Covid19?			

Please note that Conditions 45 to 47 above permits us to request more information or a report from your medical practitioner about your health and wellbeing.

