

BOOKING TERMS AND CONDITIONS
(for international and domestic long 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 deposit has been received by the Provider in accordance with these Conditions (see clause 15 to 16).
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.

SERVICES

6. We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

PRICES

7. Subject to clause 10, all advertised prices are correct at the time of printing. Prices for European Tours are quoted in Euros, and Prices for Australian Tours are quoted in Australian dollars.
8. Payment can be made by:
 - a. bank transfer in Euros (for European tours); or
 - b. bank transfer in Australian Dollars (for customers with an Australian bank account); or
 - c. credit or debit card in Australian Dollars only.
9. All payments in currencies other than Australian Dollars 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.
10. 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.
11. Dates and itineraries departing more than 12 months after a booking is made are indicative only and subject to change in accordance with clause 10.
12. Where applicable, the price is based on twin share accommodation. If you require a single room (DFS), further charges will apply. These charges are available on our website as a single supplement.

Costs included in Tour Price

13. The following items are included in the Tour price:
 - a. twin-share accommodation (where applicable);

- b. all scheduled transport referred to in the itinerary;
- c. entry costs for scheduled activities referred to in the travel itinerary;
- d. drinks and meals referred to in the itinerary; and
- e. tour guides and drivers.

Costs not included in Tour Price

14. 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 drinks and meals, laundry, medical expenses, optional activities and trips, and any items of a personal nature.

Deposit

15. To secure your reservation, payment of the Tour price must be made as follows:
- a. a non-refundable deposit of 20% of the published Tour price is required per person within 7 days of date of signature of the terms and conditions; and
 - b. the balance (being 80%) is due 90 days before departure.
16. When a booking is made within 90 days before departure, a reservation is only secured upon receipt of the total Tour price. Reservations made by private groups and agents are also subject to these Conditions.
17. 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.

CANCELLATION BY THE PROVIDER

Force Majeure - Prior to travel

18. If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other reason beyond our reasonable control (Force Majeure), we may elect to:
- reschedule your travel arrangements, in which case we will issue you with a credit equal to amounts paid; or
 - cancel your travel arrangements, in which case our contract with you will terminate.
19. If we cancel your travel arrangements, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third-party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.
20. Any credit issued by us:
- must be redeemed within 18 months of the date of Tour Cancellation
 - is redeemable against any tour offered by us
 - is not redeemable for cash
 - is not redeemable against flights or travel insurance

Force Majeure - During travel

21. If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third-party costs only.

General

22. If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.
23. If we cancel your travel arrangements for reasons beyond Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal or better quality if appropriate.
24. We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.



Minimum numbers

25. For a Tour to take place, the Provider requires a minimum number of seven customers per Tour (unless prior arrangement is made).
26. In the event that the minimum number of seven customers per Tour is not met, the Provider reserves the right to cancel the Tour up to 90 days prior to the Tour departure, in which event all monies paid by you will be refunded to you.

Bush Fire Danger

27. For Australian Tours, 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.

ILLNESS PREVENTING TOUR COMMENCEMENT OR CONTINUATION

28. If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19):
 - an airline or other common carrier refuses you carriage;
 - a hotel or vessel refuses to accommodate you; or
 - we or our suppliers (acting reasonably) exclude you from the tripand you are consequently prevented from commencing or continuing your trip, then:
 - if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
 - if you have not commenced your trip then we regret we will not be in a position to provide such assistance.
29. We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.
30. We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

CANCELLATION BY YOU

31. You may cancel your booking by giving written notice to us. Cancellation fees and charges will be levied as follows irrespective of when notice of cancellation is received:
 - any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to ground operators);
 - where we or our related companies operate any of the services included in your travel arrangements (for example, accommodation, vessels or transportation), a reasonable amount attributable to such services which we reasonably determine we cannot resell;
 - a fee which is the greater of the deposit and 15% of the booking value to compensate us for work performed up until the time of cancellation (including work performed in connection with your travel arrangements prior to your booking); and
 - a fee which is the greater of \$200 and 5% of the booking value to compensate us for processing the cancellation and any associated refund

Cancellation fees and charges will not exceed payments received by us at the time of cancellation. If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time

You agree that these cancellation fees and charges are reasonable and required to protect our legitimate business interests.

Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. We will use reasonable endeavours to recover third party payments, but we make no guarantee that we will be able to make recoveries.



For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

INDEPENDENT SERVICES

32. We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

ASSUMPTION OF RISK

33. You acknowledge that you participate in the Tour at your own risk.

34. 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.

35. 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.

36. 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.

RESPONSIBILITY

Services supplied by independent suppliers

37. Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

38. We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them.

39. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

Services we directly supply

40. To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

41. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do.

42. We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

43. While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

44. All information we provide, including but not limited to information on our website, brochures, pamphlets and at our premises, relating to a supplier is provided by suppliers or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of accommodation or services provided by Providers.



EXCLUSION OF LIABILITY

45. 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.
46. 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.
47. 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 46 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.
48. 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.
49. 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).
50. 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

51. 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 event, 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 financial costs resulting from circumstances beyond the Provider's control. You acknowledge that group sizes may also vary during the duration of your Tour.
52. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time and give you the choice to accept the change, to receive a refund of the land portion of your trip or to accept an alternative trip if offered.
53. 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.



54. 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

55. 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.

56. 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) 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.

57. In accordance with clause 66, 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.

58. In accordance with clauses 67 and 68, you agree to abide by the direction of the Tour Leader at all times.

YOUR HEALTH

59. The Provider operates Tours 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

TRAVEL INSURANCE

65. 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.

66. 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

67. 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.
68. 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

69. 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.

PASSPORT AND VISAS

70. It is your responsibility to ensure you carry a valid passport. Please ensure that your passport is valid for 6 months beyond the duration of the Tour. You must have obtained the appropriate visas when travelling with the Provider.

PUBLICITY

71. 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

72. 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.
73. The Provider requires the personal information and sensitive information (medical and health information) requested in these 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 disclose 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.
74. 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 information 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. If you consent to disclosure of the requested personal information and sensitive information in this manner, the Provider is not required to take steps 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.
75. The Provider's Privacy Policy contains information about how you may access the personal information 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 (0)428 198 918 and the Provider will send or email you a free copy.

ENTIRE AGREEMENT

76. 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

77. 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

78. 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.

←		←
Signature of Customer		Signature of Travelling Partner
Name of Customer		Name of Travelling Partner
Date		Date





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		
Travel/Medical Insurance*	Company: Tel: Policy number:	Company: Tel: Policy number:
Special dietary requirements		
Rooming requirement (twin/double/double for single - DFS)		
In emergency please contact (name, tel.number, address, relationship)		

Please also complete the Medical Questionnaire below.

***If you do not yet have your travel insurance details, please forward them as soon as possible.**



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 59 to 63 above permits us to request more information or a report from your medical practitioner about your health and wellbeing.

