

auswalk booking conditions

The holidays in this brochure are packaged by Auswalk Pty Ltd, 4 Red Gum Lease Track, Halls Gap VIC 3381, Australia, (ABN 96 006 684 359) hereafter referred to as Auswalk. Component services such as accommodation, meals, transport, sightseeing etc. are supplied by subcontractors to Auswalk. Auswalk does not accept liability for the actions or service standards of these subcontractors.

1) INCLUSIONS

Inclusions are listed in the Fast Facts section of each page. Accommodations described are typical but not specific and may change from time to time.

2) ACCEPTANCE

Your booking becomes valid after Auswalk has received both your payment as specified and your completed booking form and you have received a confirmation letter from us. A person making a group booking is presumed to have authority from other group members to act on their behalf. We reserve the right to refuse to accept a booking based on the information revealed to us. If you are unsure about your suitability for your preferred trip please ask.

3) MINIMUM NUMBERS

Self-guided walking holidays are independent and operate without a guide. They require a minimum of 2 people booking together. This is for safety and logistical reasons.

Group guided trips require minimum numbers to operate and this varies from trip to trip. We may elect, at our discretion, to operate trips with small numbers. If numbers are particularly low, we may also elect to operate the trip with just one guide.

4) SINGLE ROOMS

Our standard advertised prices are based on two people sharing a room. Single rooms may be available upon payment of an additional single supplement fee. Triple rooms are not available.

On *inn-to-inn* walking holidays, anyone occupying a single room will need to pay a single supplement fee.

Solo travellers are welcome on *group guided* trips. If you wish to share a room, we will try to find a roommate of the same sex. Allocations will be made in the order bookings are received. If there is no one with whom you can share, or if you prefer single rooms, you must pay the single supplement fee.

5) IF AUSWALK CANCELS OR ALTERS YOUR TRIP

a) Auswalk reserves the right to alter trip itineraries at any time to ensure satisfactory operation of trips. Reasons could include weather, road conditions, change of suppliers, availability of meals, fuel, other transport etc that are necessary for the trips to operate. If the changes alter the nature of the trip significantly beyond the brochure description we will advise you as soon as possible and offer you a choice of either:

- i) accepting the altered trip (with any corresponding price adjustment)
- ii) transferring to a different date or different trip
- iii) accepting a full refund for any unused services

b) If we have to cancel a group guided trip due to insufficient numbers, we will advise you at least 30 days before departure and you will receive a full refund.

6) IF YOU CANCEL OR WANT TO ALTER YOUR TRIP

a) You may change your trip starting date or transfer to another trip:

- i) if you advise us in writing us more than 30 days prior to departure (50 days

for Lord Howe Island trips)

ii) if you pay a \$100 administration fee (per booking)

iii) all monies held by us will be applied to the new date/trip

iv) if the new date/trip is within 12 months from the date you advised us of the change

b) If you wish to cancel your trip and are not able to transfer to another trip as outlined above, we will charge the following amounts per person for estimated losses from the date we receive your written cancellation:

i) more than 30 days before departure, \$200 per person (50 days for Lord Howe Island trips)

ii) between 29-14 days before departure, 40% of trip price (49-14 days for Lord Howe Island trips)

iii) between 4-13 days before departure, 80% of trip price

iv) between 4-2 days before departure, 90% of trip price

v) less than 1 day before departure, 100% of trip price

c) No refunds will be given for unused services after the trip starts. If payments are not received by the due dates we reserve the right to cancel your booking.

7) PRICE INCREASES

Whilst the brochure content is correct at the time of going to print, we reserve the right to change any of the prices or services or other particulars described in the brochure. If there is a significant change we will notify you more than 30 days in advance of your trip and you will have the option of accepting the change or obtaining a full refund of money already paid.

8) TOUR GUIDES

On guided tours, our guides are experienced mature people who take their responsibilities seriously. They are responsible for all aspects of the walking holiday including group safety, enjoyment and satisfactory operation of the trip. They have authority to do whatever is necessary to achieve these objectives, including not allowing you to participate in specific walks for the overall safety and/or interests of the group. You agree to abide with the guides' decisions.

9) YOUR RESPONSIBILITY

It is your responsibility to read the Auswalk brochure thoroughly and choose a trip within your ability. You must be fit enough to walk several days in a row, several hours per day. The route could include rough tracks, sand, steep ups and downs, heavy rain, strong winds, high or low temperatures. It is also your responsibility to bring suitable clothing & footwear and tell us of any relevant medical conditions or special diet requirements at the time of booking. We may not be able to supply your preferred diet. On *self-guided* trips, you must prepare carefully for each walk, paying particular attention to the comprehensive notes supplied. It is your responsibility to behave sensibly on the walk and not take risks. Stay on marked trails or roads. You acknowledge that you have the appropriate skills necessary to follow written directions. You are responsible for your own conduct during the trip and agree to indemnify Auswalk against any consequent liabilities you may incur.

On *guided* trips, you agree to follow directions of the tour guide.

10) ASSUMPTION OF RISK

You acknowledge that you have read and understand these booking conditions, and realise that Auswalk holidays have greater risks than normal,

because of remoteness from medical assistance, possible roughness of paths, steep ascents and descents, changeability of local conditions including physical exertion required, potential extremes of hot or cold or wet weather, transport delays and personal injury or illness. You acknowledge that your choice of this trip is partly because of its greater risks than normally occurring at home or work, and your subsequent satisfaction to be gained from your effort expended.

11) RELEASE AND WAIVER OF LIABILITY

You agree to release Auswalk, its employees and representatives from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the trip, unless caused by our wilful negligence or wrongful act. You agree to not make any claim or seek any compensation from Auswalk, its employees and representatives for any cost, liability, loss, injury or damage incurred or suffered by you as a result of your participation in this trip.

12) INSURANCE

We strongly advise taking out suitable travel insurance for unforeseen losses, damage or injury, including cancellation fees and loss of luggage. Auswalk has suitable policies available for Australians.

13) PAYMENTS

All prices are in Australian dollars and payment may only be made in Australian dollars. A deposit of \$200 per person is payable at time of booking. The balance is due 30 days prior to your trip (75 days for Lord Howe Island).

14) DOCUMENTS

After your deposit and booking form have been received we will send you a Fact Sheet with information on reaching the start of the trip, suitable clothing, footwear and other essential information.

After your trip has been paid for in full we will send you a set of Final Documents, including maps, information booklets and final notes.

International clients: The Final Documents can be mailed to any Australian address for free, to New Zealand for \$20 or any other country for \$35.

15) COMPLAINTS

We want to provide you with an enjoyable walking holiday, but no matter how careful we are, things might sometimes go wrong. We'd like to have any complaints remedied as quickly as possible. If you have a difficulty or complaint during your trip please immediately bring it to the notice of your accommodation host or guide. He/she will be interested in your welfare and should be able to provide a remedy so you can continue to enjoy your trip. If the problem cannot be resolved, contact Auswalk immediately by phone/fax/email. If necessary, independent arbitration can be sought through Tourism Alliance Victoria after your trip.

16) JURISDICTION

This agreement and the rights and responsibilities of the parties will be construed and take effect in accordance with and be governed by the laws of Victoria.