

Terms & Conditions

Please read carefully the terms and conditions of this contract.

In completing and submitting this registration form, you agree to be bound by these conditions which constitute the agreement between Adventure Out Loud Pty Ltd (ABN 85 124 320 529) and you. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by Adventure Out Loud Pty Ltd. In these terms and conditions reference to "Adventure Out Loud Pty Ltd representatives" means tour leaders and staff of Adventure Out Loud Pty Ltd and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

1. How to book

To reserve your place, you should complete our online registration form. Upon receipt of your completed registration form we will send you an invoice with payment details.

2. Travel insurance

Personal travel insurance is not included in the tour price. Adequate and valid travel insurance is compulsory for all Adventure Out Loud Pty Ltd travellers. Your travel insurance 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) and personal liability. We also suggest it covers cancellation, curtailment and loss of luggage and personal effects. You must provide proof of insurance to Adventure Out Loud Pty Ltd prior to departure. Adventure Out Loud Pty Ltd reserves the right to cancel or suspend your participation on a trip or in certain activities that comprise part of a trip, 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 requested.

3. Evacuation or withdrawal from tour

In the unlikely event of an evacuation or withdrawal from any tour, Adventure Out Loud Pty Ltd reserves the right to pass on costs incurred, including transport, logistical support and communications. Clients should submit these costs to their travel insurance company as part of their claim. Clients who have to withdraw from the tour for medical or any other reason, will be required to return to Australia on the first available international flight. They will also be required to meet any personal accommodation, transport and medical expenses incurred during their time away from their nominal home and claim these against their personal travel insurance policy. Adventure Out Loud Pty Ltd does not accept liability for any of these expenses.

4. Personal images and video footage

You agree that Adventure Out Loud Pty Ltd may use video footage and images of you taken during the tour without recourse to you and without compensation to you, for publicity and promotion purposes through whatever medium it chooses. **If you do not agree to Adventure Out Loud Pty Ltd using these images, you must inform Adventure Out Loud Pty Ltd in writing by emailing info@adventureoutloud.me prior to the departure of the tour.**

5. Personal information

In order to be able to supply our adventure service to you Adventure Out Loud Pty Ltd will need to collect certain personal information from you. The information may be disclosed to, or collected on our behalf

by, our service providers to enable the services to be provided but will not be used by them for any other purpose without your express permission.

6. Health & fitness requirements

You must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations, where necessary. You will be required to submit a medical questionnaire which will be provided to you upon booking. If you will trekking above 2,500m during your tour, you have a pre-existing medical condition or are over 65 years of age, you will be required to have a medical doctor sign this form. You must return this form to us 60 days prior to departure.

Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. While we do not discriminate by age, due to the extreme nature of some of our tours, we strongly discourage participants over 65 years of age. Adventure Out Loud Pty Ltd reserves the right in its absolute discretion to refuse a participant.

7. Medical disclosure

It is your responsibility and you must advise Adventure Out Loud Pty Ltd of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention while on our tours. Adventure Out Loud Pty Ltd or our suppliers may require additional medical assessment by a medical practitioner. Adventure Out Loud Pty Ltd reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. Adventure Out Loud Pty Ltd also reserves the right to cancel your participation in a trip at any time, including after the commencement of your trip, 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 safety and enjoyment of other participants.

Generally, we do not allow travellers under the age of 18 years however we will occasionally make exceptions for under-18s traveling with their legal guardian, joining one of our family or youth tours or following discussion with parents or legal guardian. The decision for any person less than 18 years of age to travel on our scheduled itineraries is at the absolute discretion of the directors and guides of Adventure Out Loud Pty Ltd.

You declare and warrant that

- a. You are in good health and mental and physical fitness at the time of booking this tour;
- b. You have disclosed to Adventure Out Loud Pty Ltd every matter concerning your health and mental and physical fitness of which you are aware, or ought to reasonably be expected to know, that is relevant to Adventure Out Loud Pty Ltd decision to permit you to go on the adventure tour;
- c. Immediately upon any adverse change in your health or fitness that may be likely to affect Adventure Out Loud Pty Ltd decision to permit you to go on the adventure tour, you will notify Adventure Out Loud Pty Ltd in writing of any such adverse change;
- d. Adventure Out Loud Pty Ltd are permitted to disclose medical information to our consultant doctor.

- e. Adventure Out Loud Pty Ltd's consultant doctor may exclude you from a tour if he/she deems it necessary. You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour;
- f. You have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to. If you fail to comply with the duty of disclosure in this condition and if Adventure Out Loud Pty Ltd would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, Adventure Out Loud Pty Ltd will not be liable, except to the minimum extent.

8. Tour leaders

Adventure Out Loud Pty Ltd reserves the right to cancel any tour prior to departure. In this condition, 'tour leader' includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.

Adventure Out Loud Pty Ltd tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this event, but subject to condition 22, you will be offered the option of taking another tour considered suitable for you or be given a refund.

If for any reason during a tour the tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, he or she may direct you not to continue and you must follow the nominated tour leader's instructions. In this case, you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

Adventure Out Loud Pty Ltd reserves the right to change, at any time, the tour leader of any tour. If that happens, Adventure Out Loud Pty Ltd will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change by Adventure Out Loud Pty Ltd will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

9. Cancellation by Adventure Out Loud Pty Ltd

Adventure Out Loud Pty Ltd reserves the right to cancel a departure and will advise you of such cancellations no later than 30 days before the tour departure date, unless cancellation occurs within 30 days of departure, in which case you will be notified as soon as possible.

If due to 'Force Majeure' or government travel advice, Adventure Out Loud Pty Ltd reserves the right to cancel or postpone a departure at any time. With any form of cancellation, Adventure Out Loud Pty Ltd will do its best to offer you alternative arrangements if available. If the price of your alternative adventure is of lower value than the original booking, we will refund the difference, less any charges, to you.

If you do not accept the alternative arrangements, a refund will be granted at the sole discretion of Adventure Out Loud Pty Ltd. If cancellation is due to 'Force Majeure', government travel advice, a

pandemic or a similar event that results in an inability to safely operate the tour, no refunds will be offered. Instead, a travel voucher to the value of your total payments will be offered to you.

If you are offered a refund, it will be subject to condition 22 and will be less unrecoverable costs and your 10% non-refundable deposit. Adventure Out Loud Pty Ltd will not be liable for any incidental expenses that you may have incurred as a result of your booking being cancelled, including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

10. Force majeure

Adventure Out Loud Pty Ltd will not be liable for any delay in, change to or cancellation of tours due to 'Force Majeure'. 'Force Majeure' is defined as any circumstance beyond the reasonable control of Adventure Out Loud Pty Ltd 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. Adventure Out Loud Pty Ltd and or its third party reserve the right either before or during the course of the tour to refuse to carry or accommodate any client which it reasonably considers, in the light of the best interests of all participants within the tour group and crew, to be unsuitable by reason of physical or mental condition or unruly behaviour.

11. Cancellation due to small tour numbers

Adventure Out Loud Pty Ltd reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

We require a minimum of 6 adventurers to confirm each tour. If numbers fall to 6 or below, we reserve the right to cancel, or change dates of the tour or refer you to another existing tour. Tour numbers are regularly reviewed, and we will notify you of any cancellations no later than 30 days prior to your selected departure date. If numbers for your selected tour decrease below 6 people, you may be required to pay a small group fee should you wish to proceed with the tour. This does not happen often, so if you have any questions regarding this please don't hesitate to contact us.

If you decide to cancel your tour due to small tour numbers, the usual cancellation terms will apply.

12. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by Adventure Out Loud Pty Ltd. The information contained in Adventure Out Loud Pty Ltd brochures, itineraries, and internet site is, to the best of Adventure Out Loud Pty Ltd belief, correct at the date of publishing.

13. Route changes, postponement, cancellation or delay

Adventure Out Loud Pty Ltd reserves the right to:

- a. Cancel or modify any routes within the tour or objectives set out in the itinerary; or

- b. Substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
- c. Postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of Adventure Out Loud Pty Ltd, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of Adventure Out Loud Pty Ltd, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by Adventure Out Loud Pty Ltd.

In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. Adventure Out Loud Pty Ltd also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warnings or advice. In this event, condition 3 applies as if you had transferred or cancelled the tour at the date that Adventure Out Loud Pty Ltd cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

14. Tour prices

Package prices are per person based on ground costs, fuel prices, exchange rates and assumptions made at the time of printing the brochure. Adventure Out Loud Pty Ltd tries its utmost not to increase tour prices, however, sometimes increases are outside our control.

Adventure Out Loud Pty Ltd reserves the right to amend tour prices without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, increased permit costs or taxes or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.

15. Proof of citizenship or information required to travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return home to your home country.

16. Exclusions from tour price

Without limitation, the following items are excluded from the tour price:

- a. International flights;

- b. Personal travel insurance;
- c. Visa, passport and vaccination charges;
- d. Extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, postage, personal clothing, medical expenses & items of a personal nature; emergency evacuation and/or emergency search charges;
- e. Additional expenses caused by delay, accidents or disruption of planned itineraries;
- f. Tips, on-board beverages and excess;
- g. Payment transaction fees; and
- h. Personal expenses

17. Airlines and other transport providers

Any material published by Adventure Out Loud Pty Ltd, the Registration Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by Adventure Out Loud Pty Ltd. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's.

18. Assumptions of risk

You understand and will accept that your proposed tour may expose you to inherent dangers. Only people in good physical and mental condition should undertake this tour. Our tours are physically and mentally challenging and you will be required to consult with your doctor and ensure that your health is sound and you are able to undertake a rigorous training program as necessary to complete this tour. You must accept that you will be traveling through remote areas where external assistance may be delayed or unavailable if an unforeseen event occurs. This may be due to medical, weather or political situations and may affect you or other members of the group or our guiding crew. You must understand and accept that a medical emergency in this remote area may be life threatening and by completing your booking form you accept these potential adverse and unfavourable conditions and potential life-threatening situations as your choice.

You acknowledge and agree that:

- a. By the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;
- b. In the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- c. The additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extreme weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;

- d. The enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour; and
- e. You have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself with that information or advice. For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

19. No liability

You acknowledge and agree that:

- a. Where Adventure Out Loud Pty Ltd acts as a booking agent for third-party tour operators it accepts no liability for the acts or omissions of those third-party tour operators and does not authorise any suppliers including hotel management to promise refunds on our behalf;
- b. Operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Adventure Out Loud Pty Ltd;
- c. Adventure Out Loud Pty Ltd will not be liable for any breach of any law by any person with whom you travel on the tour; and
- d. You may not rely on any representations concerning the tour made by Adventure Out Loud Pty Ltd, which are not contained in these conditions.

20. Release and discharge of liability

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all Adventure Out Loud Pty Ltd representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise:

- a. Out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of Adventure Out Loud Pty Ltd representatives, or
- b. In connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by Adventure Out Loud Pty Ltd representatives in arranging such optional activities will not render the Adventure Out Loud Pty Ltd representatives liable to you in any way.

21. Australian Consumer Law

Under the Australian Consumer Law, statutory guarantees apply to the supply of recreational services of the kind offered by these terms and conditions. "Recreational services" is defined as including activities that involve a significant degree of physical exertion or risk undertaken for

the purposes of recreation, enjoyment or leisure. These guarantees mean that Adventure Out Loud Pty Ltd, as the supplier, is required to ensure that the recreational services it supplies to you are rendered with due care and skill and are fit for their intended purpose.

Under the Australian Consumer Law, Adventure Out Loud Pty Ltd, as supplier, is entitled to ask you to agree that these statutory guarantees will not apply to you. If you sign this form you will be agreeing that your rights under this agreement, if you are killed or injured because the services provided were not rendered in accordance with these statutory guarantees, are excluded, restricted or modified in the way set out in this condition.

To the extent permitted by law, you hereby exclude, release and forever discharge all Adventure Out Loud Pty Ltd representatives from all liability for any and all claims, loss, damage, cost or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, form of behaviour, course of conduct or state of affairs as specified in section 139A of the Competition and Consumer Act 2010 (except in the case of liability arising from the reckless conduct on the part of the Adventure Out Loud Pty Ltd representatives) and connected with your participation in the recreational services which comprise the tour.

22. Cancellation, amendments, quotations and transfers deposit & final payment

Quotations

Quotes are valid for 7 Days, after which we reserve the right to increase costs due to changes beyond our control, such as, but not limited to, the exchange rate between Australia and our international destinations, unexpected increases in outsource services, costs (charter, accommodation, transport, fees etc.), and/or review of tour package and prices, may cause prices to increase. If you need to have your quote reviewed, please contact us.

Payment schedule

Your tour fee is payable as follows:

To pay:	Due Date
10% of total fee	Upon registration
25% of total fee	180 days before departure
25% of total fee	120 days before departure
25% of total fee	90 days before departure
15% of total fee	60 days before departure

Please note that a 10% deposit is required to secure your place on the tour, and no bookings will be confirmed until the deposit is paid. This may result in you missing the opportunity to be involved, so we suggest you book and pay early. Once your deposit is paid, your tour place & price is secure. If you are booking within 180, 120, 90 or 60 days of departure, your deposit will be 10% plus any other due instalments as outlined above.

Payment plans

Weekly, fortnightly or monthly payment plans may be available, and you should request this option when you book. Management reserves

the right to charge an administration fee for payment plans of up to 3% of your total tour fee.

Payment methods

Payment is to be received via direct bank transfer only. Payment by credit card (Visa & Mastercard only), cheque or cash will incur a 2.2% surcharge. This surcharge may be higher if you are purchasing with a non-Australian credit card.

Cancellation

Notice of cancellation must be received in writing and sent to info@adventureoutloud.me. If it becomes necessary for you to cancel your trip, the following cancellation fees will apply to:

Cancellation date	Fees
More than 180 days before departure	Deposit is fully transferrable to another tour. It is not refundable.
120 – 179 days before departure	25% of total fee
90 – 119 days before departure	40% of total fee
60 – 89 days before departure	50% of total fee
Less than 60 days before departure	100% of total fee

Please note the above is a guide only and may vary depending on what has already been booked for your participation in the tour itinerary. Cancellation fees may increase to cover these costs. Cancellation fees are in addition to the non-refundable deposit.

Depending on your reason for cancellation, you may be entitled to make a travel insurance claim. We will gladly assist you with this claim by providing a letter summarising the tour costs you have incurred/forfeited as a result of your cancellation.

Should you cancel your tour, you are entitled to keep your travel kit.

Transfers

If you wish to transfer from one tour to another, you must notify Adventure Out Loud Pty Ltd in writing by emailing info@adventureoutloud.me. If you transfer more than 180 days before your original departure date, your deposit and any instalments paid to date will be fully transferrable. If you request a transfer within 180 days of your original departure date, management reserve the right to apply the above cancellation fees to your booking.

Amendments

Additional charges will be applied to you if you add, adjust or change a service prior to, during or before the completion of a tour. The cost of these will be charged out at the full rate and may incur a surcharge fee of \$100 to cover any additional logistic arrangements that may be required for this service. Examples of this service could be but are not limited to change from twin share to single share accommodation, use of (additional) personal porter, excess luggage, room upgrade or airport transfer outside the itinerary.

23. Severance of conditions

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

24. Travel outside of tour dates

Adventure Out Loud Pty Ltd accepts no responsibility for travel by participants outside of the official tour dates set out in your itinerary and this agreement, including, but not limited to, international flights and transfers. All costs incurred during this travel will be the responsibility of each participant.

25. Sponsorship accommodation entitlements

Where a participant is a sponsor who is entitled to a discount on the cost of their stay at a charity they support, Adventure Out Loud Pty Ltd reserves the right to use this entitlement as part of the tour itinerary.

For example, St Jude sponsors are entitled to 7 night's free accommodation. Adventure Out Loud reserves the right to use these 7 free nights as part of our tour itinerary. Should a participant stay for longer than their entitled free days due to personal travel that is outside of the tour itinerary the cost incurred will not be the responsibility of Adventure Out Loud Pty Ltd and is considered a personal expense outside of the tour and payable by the participant.

26. Acknowledgement

In signing these terms and conditions, I acknowledge that I have read, understood and accepted the conditions of contract accompanying the booking and the obligations set out in the conditions, particularly those relating to the release and discharge of liability (condition 20).

Signature: _____

Full name: _____

Date: _____

If aged under 18, this form also requires the signature of your parent or legal guardian below.

Signature: _____

Full name: _____

Date: _____