

Booking Terms & Conditions

Please read carefully through these Terms and Conditions and the Women Want Adventure Waiver, which appears at the end of these Terms and Conditions, before making a booking with Women Want Adventure Pty Ltd ("**Women Want Adventure**"). In completing and sending a booking form for your trip to us you agree to these Terms and Conditions and the terms and conditions in the Women Want Adventure Waiver that you will need to sign and return to WWA before your trip departs. These Terms and Conditions and the WWA Waiver form the agreement between you and WWA and are referred to in these Terms and Conditions as the Agreement.

When we send you a booking confirmation email and invoice, this means your place on the trip chosen by you has been reserved. In order to fully secure your place on the trip you will need to comply with all of your obligations under this Agreement.

The services to be provided by Women Want Adventure are those referred to in your booking confirmation email and invoice.

We have endeavoured to present our terms and conditions in the simplest manner possible. If you have any further questions, please do not hesitate to contact us.

Changes to the Agreement

We may amend the terms and conditions of the Agreement at any time by notice to you or by means of a notice on www.womenwantadventure.com.au. Except in the case of minor changes that do not affect your rights, we will provide at least 30 days' notice before the amendment becomes effective.

Trip Bookings

To take part in a Women Want Adventure Trip, you need to book via our website, complete all required fields for personal information including any medical information and personal details and agree to the terms and conditions of this Agreement.

In order for us to confirm your travel arrangements you must provide all requested details and pay a non-refundable deposit for your trip. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, confirmation of valid visa and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

Trip Prices

Trip prices range depending on the trip you have booked. These prices represent the most current prices per person and are subject to minimum numbers of each trip. Women Want Adventure tries its best not to increase trip prices, however,

due to bookings of accommodation, prices may need to change with logistics, time of year of trip and other planning matters. Women Want Adventure reserves the right to amend our trip prices at any time if a third party's charges to us increases.

Payment

If we accept your booking we will issue a confirmation email of your deposit paid. Please refer to your booking confirmation email for details regarding final payments. Payment of the balance of the trip price is due at least 70 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

Insurance

Travel insurance is mandatory for all our travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of AU\$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip as you will not be able to join the trip without it. If you obtain travel insurance through us you agree that you are satisfied with the level of insurance we have arranged.

Age

Minimum Age: The minimum age is 18.

Maximum Age: For the majority of our trips we have no upper age limit although we remind you that our trips can be physically demanding and women must ensure that they are suitably fit to allow full participation. We are able to provide details on mandatory health requirements, however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

Acceptance Of Risk

When you book in for any trip with Women Want Adventure, you agree that you understand Women Want Adventure Trips operate in unpredictable outdoor environments. As a participant, you agree to accept the inherent risks and dangers associated with any activity in which you participate with Women Want Adventure and the accompanying of injury, death or property loss or damage. You must at all times, notify your trip leader if you feel unwell or are injured so Women Want Adventure can take appropriate action to care for you.

Illness or Injury

If You are prevented from attending a trip as a result of illness, the death of an immediate family member, jury service, or other reason beyond your control which we consider significant, we will agree to your booking being transferred to another person who satisfies all the conditions applicable to the trip, provided that:

- you and the other person accept liability for full payment of the trip price and any additional costs arising from the transfer; and
- you give us at least 30 days written notice of the proposed change.

If the above conditions are not met then cancellation from illness/injury apply charges and fees may apply.

If illness or injury prevents you from attending a trip and you wish to cancel your booking, Women Want Adventure requires a satisfactory medical certificate and written notice to complete the cancellation.

Trip Cancellation Policy:

If you cancel some or all portions of your trip, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

- 60 days or more prior to the departure date, we will retain the deposit;
- between 30 and 59 days prior to the departure date, we will retain the deposit or 50% of the total booking cost; whichever is greater; or
- 30 days or less prior to the departure date, we will retain 100% paid by you in connection with the booking.

If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a trip, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

Cancellation By Us

We may cancel a trip at any time, by giving you written notice, up to 60 days before the departure date, subject to weather, injury and environmental hazards in the area.

We may cancel a trip at any time prior to the departure date if, due to terrorism, natural disasters, political instability or other external events it is not viable or safe for us to operate the planned itinerary. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be given less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but you agree that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

Authority On Your Trip

Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, and drug and alcohol regulations on the trip.

Acceptance Of Risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

Limitation Of Liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties nor, to the extent permitted by law, are we liable for any liabilities, damages, losses, and expenses, whether direct or indirect, you suffer as the result of the acts or omissions of our third party service providers.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your making a booking with us, participation in a trip, or any breach of the the Agreement, is excluded;
- you release Women Want Adventure and its officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us and them arising out of or in connection with your making a booking, participation in a trip or breach of the Agreement; and
- any guarantee, condition or warranty which would otherwise be implied by law into this Agreement, is excluded.

To the extent a guarantee, condition or warranty cannot be excluded, our liability in respect of the guarantee, condition or warranty, is limited (in our absolute discretion to): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

Waiver Forms

On all Women Want Adventure trips you will be required to sign a waiver form before you depart on your trip. Ideally you will have done this when you sent your booking form to us or when you made final payment for the trip. Failure to sign or properly complete the Women Want Adventure Waiver may result in you being unable to start the trip with the cancellation consequences outlined above.

If there is a change in any of the information you have supplied when you made a booking, including on the Women Want Adventure Waiver, you must notify us immediately.

Depending on the activities in your chosen trip, you may also be required to sign a waiver by one of our third party service providers. Failure to sign or properly complete such a waiver may result in you being unable to start the trip or take part in that day's activities. We will not be liable for any expenses you have incurred.

Privacy

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

Claims Or Complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

Indemnity

You agree to defend, indemnify, and hold Women Want Adventure, its leaders, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the trip and Services or your breach of the Agreement.

General provisions

The Agreement is governed by the law of New South Wales and the parties submit to the jurisdiction of the laws of that state.

If part or all of any of the Agreement is illegal or unenforceable it will be severed from the Agreement and will not affect the continued operation of the remaining provisions of the Agreement.

These terms and conditions and the Women Want Adventure Waiver constitute the entire agreement between the parties and supersede all other agreements, representations or understandings between the parties.

Company Details

Women Want Adventure Pty Ltd

189 Prices Circuit Woronora, 2232, NSW Australia

0403918346

ACN 626 401 492



Women Want Adventure Pty Ltd.

While most personal medical issues do not preclude trip participation, unexpected conditions in remote destinations with limited medical facilities and means of rapid evacuation may make participation inadvisable for some. In order for Women Want Adventure Pty Ltd to offer advice in this respect, please accurately and completely list below any personal health or medical issues.

ACTIVITY: [insert details/options]

PERSONAL DETAILS:

Last Name:	First Name:
Today's Date:	**DOB:

EMERGENCY CONTACT INFORMATION:

Full Name:	Mobile:
Relationship To You:	Home Phone:

MEDICAL HISTORY:

Current Physical Condition: (Excellent) (Good) (Feeling Average) (I'm not well today)
Any Known Allergies?
Are You Carrying Any Medication?
Do You Have Asthma? Are you carrying an inhaler? YES/NO
Do You Carry An Epi Pen?

RISK WARNING AND PARTICIPANT'S WAIVER, RELEASE & INDEMNITY CONCERNING DANGEROUS RECREATIONAL ACTIVITIES.

This is a legal document that affects your rights. Please read the entire document carefully. If you do not understand something please ask us to explain it before you sign.

- This form must be read in full and signed by the participant and signed by the witness.
- Participants will not be allowed to participate in the Activity without this form being properly completed.

In consideration of the provision of services by Women Want Adventure Pty Ltd, their directors, leaders, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (together referred to as "**WWA**"), you agree to release, indemnify, and discharge WWA, in accordance with the terms of this agreement.

RISK WARNING

a) The Activity undertaken entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to you, your property, or to third parties. Such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

b) The Activity may be physically demanding.

c) The Activity may involve exposure to the natural elements and extreme weather and other circumstances or take place in remote, harsh & unpredictable environments over which WWA has no control.

d) Risks arise because the Activity takes place in the natural environment including on uneven bush tracks, paths, in and around water, cliffs, rock formations and stairs, and/or along beaches

and headlands and in all weather conditions. You must carry your own backpack and the Activity may take place during the day and night. Inherent risks arise from various causes including but not limited to walking or running on uneven, steep or rocky surfaces, and by torch light in the open natural environment and under adverse weather conditions.

e) There are also risks that access to medical, evacuation or search services might be slow and of damage to, or loss of, your personal property.

RISK WAIVER

To the extent permitted by law, you agree that your right to sue WWA because the recreational services or recreational activities provided to you by WWA were not in accordance with statutory guarantees, is excluded, restricted or modified as set out below.

You agree that WWA's liability in relation to or resulting from the provision of the recreational services and recreational activities, is excluded, for:

- a) death;
- b) a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c) the contraction, aggravation or acceleration of a disease;
- d) 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:
 - i) that is or may be harmful or disadvantageous to you or the community; or
 - ii) that may result in harm or disadvantage to you or the community,

and the application of any express, imposed or implied terms that any services will be provided with due care and skill is also excluded.

If WWA's liability cannot be so limited because of the operation of law, then the liability of WWA for breach of guarantees or warranties is limited, at WWA's option, to:

- i) the resupply of the recreational services or recreational activities; or
- ii) the payment of the cost of having the recreational services or recreational activities supplied again.

RELEASE AND INDEMNITY

To the extent permitted by law, you release and hold harmless WWA from and against any liability arising out of any injury, loss, damage or death caused to you or your property or any other person arising from or in connection with your participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the gross negligence of WWA.

You agree to indemnify and keep indemnified and hold harmless WWA from any and all claims, demands, or causes of action, which are in any way connected, either directly or indirectly, with your participation in the Activity or your use of WWA's equipment or facilities, including any such claims that allege negligent acts of or omissions by WWA.

YOUR FURTHER AGREEMENT

As a condition of participation in the Activity you agree that:

1. you are the participant being supplied with a recreational service by WWA;
2. the Activity is a dangerous recreational activity, which involves a significant risk of physical harm;
3. you may be injured or killed in performing the Activity;
4. you will follow the instructions and directions given by WWA leaders, guides or employees and

comply with all rules and directions made or given by WWA in connection with the Activity;
 6. your personal property may be lost, damaged or destroyed in performing the Activity;
 7. other people may cause you injury or may damage your property in the course of performing the Activity;
 8. you may cause injury to other persons or damage their property in performing the Activity;
 9. the natural conditions in which the Activity is conducted may vary without warning;
 11. although there are the significant risks of physical harm and injury inherent and obvious in the Activity, some of which are noted in this agreement, you agree to participate in the Activity at your own risk;
 12. you agree to report all accidents, injuries or loss or damage sustained by you to WWA before you leave the site where the Activity is performed.

You agree that you have adequate insurance to cover any injury or damage you may cause or suffer while participating in the Activity. You agree to bear the costs of such injury or damage.

You warrant that you:

- a) are physically fit and able to undertake and participate in the Activity, and a medical professional has not advised you otherwise;
- b) are not a danger to yourself or to the health and safety of others; and
- c) have no medical or physical conditions that would interfere with your safety in the Activity and you are willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

GENERAL

You consent to photographs and electronic images being taken of you during the Activity and that such photographs and electronic images are owned by the WWA who may use the photographs for promotional or other purposes without your further consent being necessary.

This agreement is governed by the law of New South Wales and the parties submit to the jurisdiction of the laws of that state.

If part or all of any of this agreement is illegal or unenforceable it will be severed from this agreement and will not affect the continued operation of the remaining provisions of this agreement.

This waiver and the Booking Terms and Conditions constitute the entire agreement between the parties in respect to of the Activity and supersede all other agreements, representations or understandings between the parties.

By signing this document, you agree that if anyone is hurt or killed or property is damaged during my participation in the Activity, you may be found by a court of law to have waived my right to maintain a lawsuit against WWA on the basis of any claim from which you have released them.

DECLARATION

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

First Name:	Last Name:
Signature:	Date:
DOB:	Phone:
Name of witness:	Signature of witness:

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**Where the participant is under 18 years of age, this declaration must also be signed by the participant's parent or legal guardian:

I[insert name]
of[insert address] am the parent or guardian of the participant. I authorise and consent to the participant undertaking the Activity. I expressly agree to be responsible for the participant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out above.

First Name:	Last Name:
Signature:	Date: