

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](http://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

2.1 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.

2.2 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

4.1 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.

4.2 Payment of the balance of the trip price is due at least 60 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

5.1 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.

5.2 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.

5.3 If you obtain travel insurance through us you agree that you are satisfied with the level of insurance we have arranged.

Age

6.1 **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.

6.2 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

8.1 If You are prevented from attending a trip as a result of illness, injury, 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:

(a) you and the other person accept liability for full payment of the trip price and any additional costs arising from the transfer; and

(b) you give us at least 30 days written notice of the proposed change.

8.2 If the conditions in clause 8.1 are not met, then cancellation from illness/injury apply charges and fees may apply where re refund may be the result of the cancellation.

Cancellation of a trip by you (Larger Trips)

The below trips fall under the cancellation policy outlined:

- Larapinta Trail
- Ningaloo Reef (Humpback and Whale Shark Trips)
- Tasmania Hiking Trips
- Hinchinbrook Island Kayaking Trips
- Mount Kosciuszko Hiking Trips
- New Zealand International Hiking Trip
- Camino Trail

9.1 If you cancel some or all portions of your trip, cancellation fees will apply.

9.2 A cancellation will only be effective when we receive written confirmation of the cancellation via email, any written notice via social media will not be taken into account.

9.3 If you cancel a trip <https://www.womenwantadventure.com.au/terms-and-conditions.html> - [msocom 1](#):

(a) 60 days or more prior to the departure date, we will retain the deposit;

(b) 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

(c) 30 days or less prior to the departure date, we will retain 100% paid by you in connection with the booking.

9.4 If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

9.5 If you fail to join a trip, join it after departure, or leave it prior to its completion, no refund will be made.

9.6 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.

9.7 Failure to pay the final amount owing for your trip on time (60 days prior to departure) will be a consideration of your booking as cancelled.

Cancellation of a trip by you (Day & Weekend Trips)

Cancellation Policy Day Hikes, Day Kayaking, Overnight Hikes, Canyon Trips and Women's Adventure Escapes:

* A 75% refund (with the exception of the booking fee \$12) will be made if you cancel any part of the reservation 31 days or more prior to the first day of the reservation.

* A 50% refund (with the exception of the booking fee - \$12) will be made if you cancel any part of the reservation 15 to 30 days prior to the first day of the reservation.

* No refund will be made if you cancel any part of the reservation less than 10 days prior to the first day of the departure or any time after. This includes cancellation

requests for illness and injury.

That is:

1. 0 to 10 days: No refund
2. 10 to 30 days: 50% refund (less booking fee - \$12)
3. 31 or more days: 75% refund (less booking fee - \$12)

9.9 Please be aware that if a participant cancels their trip once it commences or they do not show they also forfeit their full trip cost. Late arrival of a participant or participants on the day may also forfeit the full trip cost.

9.10 If you need to transfer to another date of the same trip, a \$20 transfer fee applies. Transfers must be conducted outside the 30 day cancellation period.

Cancellation By Us

10.1 We may cancel a trip at any time, by giving you written notice before the departure date, including because we do not have the minimum numbers needed to operate the trip and ensure an enjoyable group experience. We will do our best to notify you at least 60 days before the date of the trip.

10.2 If we cancel a trip, for whatever reason, before the start of the trip, your right under this agreement to obtain a refund will be as follows:

- (a) if we cancel your trip more than 14 days before departure, we will reimburse your deposit and other expenses paid towards your trip less any amounts we have paid with sub contractors and cannot recover and a \$50 administration fee; clients will also be offered a transfer option to the same trip at a later date
- (b) if we cancel the trip within 14 days of departure, we will reimburse your final payment less any amounts we have paid and cannot recover and a \$50 administration fee and credit your deposit to the same trip in the future. If we cannot offer the same trip or you are unable to take that trip, you may transfer the deposit to another trip.

10.3 Where you take another trip with us and the price of that trip is less than your original trip, we will apply the difference to the new trip. Where the price of the trip is more than the original trip, you agree to pay the difference.

10.4 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. You will need to contact your insurance company.

10.5 If we delay a trip, for whatever reason, before the start of the trip, your right under this agreement to a refund will be as follows:

- (a) you have no right to a refund as long as the trip is only delayed and not cancelled;
- (b) if you decide to cancel your trip, you will be entitled to a refund in accordance with clause 9;
- (c) if we decide to cancel your trip, you will be entitled to a refund in accordance with clause 10.2,

10.6 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. You will need to contact your insurance company.

Cancellation or delay because of a Force Majeure Event

A "Force Majeure Event" means an act of God, fire, lightning, explosions, flood or other natural disaster, subsidence, act of terrorism, insurrection or civil disorder or military operations, power or gas shortage, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities, strikes, lock-outs or other industrial disputes of any kind, epidemics, pandemics and any other cause, whether similar or not to the foregoing, outside of the affected party's control.

11.1 If either party cannot perform an obligation under this Agreement because of a Force Majeure Event, that party, on giving prompt notice to the other party, is excused from such performance. The affected party must use its best efforts to avoid or remove the Force Majeure Event or to limit the impact of the event on its performance and must continue performance with the utmost dispatch when the Force Majeure is removed.

11.2 Neither party <https://www.womenwantadventure.com.au/terms-and-conditions.html> - [msocom](https://www.msocom.com.au/terms-and-conditions.html) is excused from any obligation to pay money because of a Force Majeure Event, despite any other provision of this Agreement.

11.3 You agree that we are not be liable for any delay or failure by us to perform our obligations because of a Force Majeure Event.

11.4 If a delay by either party arising directly out of a Force Majeure Event continues for more than 7 days, the other party may by giving at least 5 business days written notice to the other party:

- (a) reject the fulfilment of the obligation affected by that Force Majeure Event; or
- (b) terminate the Agreement.

Flexibility

12.1 You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives.

12.2 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

13.1 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.

13.2 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.

13.3 You must at all times comply with the laws, customs, and drug and alcohol regulations on the trip.

Acceptance Of Risk

14.1 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.

14.2 Notwithstanding clause 14.1, 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

15.1 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.

15.2 To the fullest extent permitted by law:

(a) 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 Agreement, is excluded;

(b) 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 any guarantee, condition or warranty which would otherwise be implied by law into this Agreement, is excluded.

15.3 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):

(a) the provision of a similar trip to an equivalent value; or

(b) a refund of the total amount received by us from you in connection with your booking.

15.4 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

16.1 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.

16.2 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

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

20.2 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.

20.3 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.

20.4 This Agreement can only be amended, supplemented or waived in writing signed, by both parties. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

Company Details

Women Want Adventure Pty Ltd

189 Prices Circuit Woronora, 2232, NSW Australia

ACN 626 401 492