



## Valley Outdoors Single Day Tours Terms and Conditions

These terms and conditions apply to any booking made for or by you with Valley Outdoors for tours that are less than 18 hours in duration. Bookings initiated through a third-party may be subject to additional booking terms and conditions.

Valley Outdoors reserves the right to make amendments to these terms and conditions from time to time. If you hold a future booking, Valley Outdoors will notify you of any amendments to these terms and conditions that may affect you.

### Bookings

To confirm your reservation we require full payment at the time of booking. Bookings are not confirmed until we receive full payment. Reservations may be held with a 50% deposit at the discretion of management.

Large group reservations may have additional terms and conditions - please ask at the time of booking.

### Payments

Fares are quoted in \$AU and include GST. Payment can be made either by direct deposit, cheque, credit card (Mastercard, Visa or AMEX), EFTPOS, or cash (\$AU only). Payments by cheque or direct deposit must be received 10 business days before your tour. Cheques should be made payable to *Travis Frenay trading as Valley Outdoors*. A surcharge may be applied to credit card payments for invoiced transactions.

### Cancellations and changes by you

If you are unable to make the tour, your booking may be transferred to someone who can.

#### Cancellations by You

For tours solely hosted by Valley Outdoors, the following fees apply to cancellations:

- 2 weeks and over: no charge
- 8-14 days: 25% of tour fare
- 3-7 days: 50% of tour fare
- Less than 72 hours – full fare price.

If you cancel a tour after commencement, no refund will apply.

We may, at our sole discretion, reduce, transfer or waive your loss of fare for any reason.

#### Changes by You

Please keep us informed of any changes to the numbers in your party. A reduction in numbers may incur charges for each missing person as outlined in our cancellation policy. An increase in numbers may not always be possible.

To avoid disappointment, notify us of any changes to your booking as early as possible. We will endeavour to accommodate changes to your booking and additional requests, but any actual changes will be made at our discretion.

Travis Frenay trading as Valley Outdoors and Paddle and Portage Canoes

**ABN 63 611 304 651**

2 Jenanter Drive, Kangaroo Valley, NSW 2577 | +61 2 4465 1676

[info@valleyoutdoors.com.au](mailto:info@valleyoutdoors.com.au) | [www.valleyoutdoors.com.au](http://www.valleyoutdoors.com.au)





Any changes to tours may incur an administration fee of \$50.

#### No show or late arrival

Failure to show for a course, trip or activity will result in loss of tour fare. Late arrival for your tour may result in forfeiture of tour fare.

#### Cancellations and changes by Valley Outdoors

From time to time, we may have to, and reserve the right to, cancel or vary tours (including but not limited to start and finish times, locations, pricing, inclusions, or itinerary). Valley Outdoors will reasonably endeavour to notify participants of any changes, variations, or cancellations.

In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of any change, modification, cancellation, postponement or delay.

#### Poor Weather Policy

Our activities will normally operate in all but exceptional weather conditions. Rain, wind, cold and fog do not prevent us conducting our tours. Unless you hear from us, assume your tour is going ahead. If you do not attend or participate based on your own assessment of the weather - where Valley Outdoors has not cancelled the tour, and/or against our policy or advice – you will incur a cancellation fee under the terms set out above.

Valley Outdoors reserves the right to cancel, postpone or otherwise modify tours in the event of extreme weather (which may include, but is not limited to, heavy rain, high winds, dangerous water conditions, extremes of temperature, air quality, atmospheric hazards, or elevated fire risk).

Valley Outdoors will reasonably endeavour to notify participants of any necessary change, variation, or cancellation of your scheduled tour due to poor weather.

#### 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 Valley Outdoors. The information contained in our brochures, itineraries, and internet sites are, to the best of our belief, correct at the date of publishing.

#### Minimum Numbers

Minimum customer numbers apply for some of our tours. Where sufficient numbers are not achieved, we reserve the right to cancel the tour or offer a suitable alternative tour (subject to a payment for any price difference at our discretion). Alternatively, you may be given the option to pay a surcharge and proceed with the tour as booked. We will inform you prior to your tour if minimum numbers are not achieved and if this surcharge will apply.

If this is not agreeable to you, then please see our Credit and Refund Policy.

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### Credit and Refund Policy

Participants whose tour is cancelled by Valley Outdoors for any reason (including but not limited to weather, venue closures, or illness of the tour operator) will normally be offered an alternative tour, or alternative dates for the tour, or a credit for a future tour. If this is not agreeable to you, you may request a refund.

The total amount of any refund is limited to the amount paid for the Tour.

If we cancel a tour after commencement, a partial refund may apply.

### Applicable to the Tour

#### Minors

Participants under the age of 18 must have a tour waiver form completed by their parent or guardian.

Participants under the age of 18 must be accompanied by a parent or guardian, except where prior arrangement has been made with management. Not all of our tours are appropriate or available for people under the age of 18. Please contact our office to confirm before booking.

#### Conditions of travel

Participants must follow all reasonable directions relating to the safe conduct of the tour. Additionally, participants must wear suitable attire (including any issued personal protective equipment) for the expected weather conditions and the tour. Participants must follow all reasonable directions relating to the safe conduct of the Tour.

Valley Outdoors reserves the right in its absolute discretion to refuse any person the right to participate in a tour on safety, medical or fitness grounds.

#### Removal from Tours

We reserve the right to remove or deny access to anyone who, in our opinion, is under the influence of drugs or alcohol, is a hazard to themselves or others, likely to cause harm (to others, equipment, or the environment), abusive, incapable, unprepared, or acts in any way that may impact the safe conduct of the Tour.

We will not be liable for any additional expenses incurred due to the removal of a participant or a participant's non-participation. Participants who are removed from a tour forfeit their full tour fare.

#### Accessibility and Inclusion

The Valley Outdoors is an inclusive business that aims to accommodate all participants. If you have any additional requirements, considerations, and specific needs, then please let us know at the time of booking so that we can ensure we are able to make reasonable adjustments and adopt strategies to allow your full participation in the tour. Requirements, considerations, and specific needs may relate to or include, but are not limited to, dietary requirements, disabilities, mobility challenges, hearing impairments, vision impairments, medical conditions, sensory processing challenges, regular medication requirements, cultural and, or faith considerations.

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### Limitation of liability

We will not be liable for any additional expenses or other losses relating to your tour, including but not limited to cancellations, missing connecting transport, extra accommodation, food expenses, or personal items. All additional expenses incurred or other losses remain the sole responsibility of the Customer.

### Privacy and personal information

Your personal information will be collected by Valley Outdoors to manage your booking. Any personal information provided by you will be used to manage your booking and will not be shared with external parties, except as required in order to manage your booking or as required or authorised by law. We may also use your information for customer service improvements and to contact you from time to time about news and events regarding Valley Outdoors. You can unsubscribe from this communication at any time.

By signing these terms and conditions you certify that your image may be used without charge by Valley Outdoors for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

### Insurance

We strongly recommend that you obtain suitable private travel and/or cancellation insurance for your booking. Personal travel insurance is not included in the tour price. It is your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, pre-existing medical conditions, death, loss of personal items and cancellation and curtailment. You must ensure that your personal travel insurance covers all of the activities you expect to participate in. If you pay by credit card you may like to check whether cancellation insurance is included.

### The Bushwalkers Code

Many of our tours are conducted in sensitive areas. We love providing you with access to these natural and cultural wonders but ask that you respect and protect these wondrous resources. Please do not interfere with, pick up, alter or remove any plant, animal or other natural, historical or cultural feature. Valley Outdoors expects you to follow the Bushwalkers Code on our tours: <https://www.bushwalkingnsw.org.au/bushwalkers-code/>.

### 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.

### Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of the state of New South Wales, Australia.

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