



Booking Terms and Conditions

1. Booking

All bookings are made with Valley Outdoors (ABN 16 625 694 911). By booking a trip with us you have agreed to be bound by the terms and conditions set out in these Booking Conditions, the Trip Information that applies to your trip; and any special conditions that may apply. Your booking will be accepted by us on this basis. If we accept your booking, we will issue you with a booking confirmation invoice. The services to be provided are those referred to in your booking confirmation invoice. A contract will exist between you and us from the date we issue the confirmation invoice or if you book within 21 days of departure the contract will exist when we accept your payment.

Bookings initiated through a third-party may be subject to additional booking terms and conditions. Group bookings may also have additional terms and conditions - please ask at the time of booking. 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.

2. Prices and Payment

Prices are quoted in Australian dollars and include GST (unless otherwise specified) and all payments must be made in Australian dollars. 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 a minimum of 21 days before your tour. Cheques should be made payable to *T and S Frenay trading as Valley Outdoors*. A surcharge may be applied to credit card payments. Valley Outdoors will not increase the price of your Tour after you have paid in full. From time-to-time Valley Outdoors may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply as set out below in section 3.

Deposits and Final Payments

You are required to pay a non-refundable deposit for your booking to be confirmed. Certain tours may require full payment at the time of booking. We will advise you of these amounts at the time of booking. The balance of the tour price is payable 21 days prior to departure, unless otherwise stated. If your booking is made within 21 days of the departure date, then the full amount is payable at the time of booking.

The balance of the tour price is payable 21 days prior to departure. If this balance is not paid on or before the due date, we reserve the right to treat your booking as cancelled by you and any cancellation charges outlined at section 3 will apply.

3. Cancellations and changes by you

If you are unable to make the tour, your booking may be able to be transferred to someone who can. The transfer of a trip from one person to another is at the discretion of Valley Outdoors and is subject to range of factors.

The tour price is quoted as a package. No partial refunds or credit will be given for services not used.

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Cancellations by you

If you wish to cancel your booking, you must notify Valley Outdoors in writing. Once we receive your notice, cancellation will take effect subject to the following:

- If cancellation takes place more than 21 days prior to your departure date, Valley Outdoors will hold the deposit amount as a credit. This credit is transferable but is not redeemable for cash.
- If cancellation takes place 21 days or less prior to your departure date, 50% of the tour price will be forfeited.
- If cancellation takes place 7 days or less prior to your departure date, 100% of the tour price will be forfeited.

Any amount forfeited, which has not then been paid to Valley Outdoors by you, may be recovered from you by us as a debt due and payable.

Failure to attend a tour will result in loss of tour fare. Late arrival for your tour may result in forfeiture of tour fare. If a tour is cancelled by you after commencement, no refund will apply.

Changes by You

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 changes are at the discretion of Valley Outdoors and are subject to range of factors.

If you are booking on behalf of a group, 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.

If you wish to make amendments to your tour arrangements, you must notify Valley Outdoors in writing. Any requested amendment to tour arrangements is subject to availability and at the discretion of Valley Outdoors. Amendments to your tour arrangements may incur an administration fee and you will be liable for any increase in operational expenses or price variation occasioned by the amendment.

4. 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).

Participants whose tour is cancelled by Valley Outdoors for any reason other than a Force Majeure Event 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.

We will not be liable for, and you will have no right to claim compensation for any injury, loss, expense or damage, or for any loss of time or inconvenience, or other additional expenses incurred (either directly or consequentially) on or by virtue of any cancellation or variation of any Valley Outdoors tour. Any additional expenses or other losses relating to your booking or the conduct of your tour (including but not limited to cancellations, missing connecting transport, extra accommodation, food expenses, or personal items) remain your sole responsibility.

The total amount of any refund is limited to the tour price paid by you.

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

Force Majeure

A "Force Majeure Event" includes but is not limited to: acts of God; war; civil commotion; riot; blockade or embargo; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or other

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health emergency; venue closures; extremes of weather; fire hazards; atmospheric hazards or air quality; flood or water hazards; windstorm or other extreme weather event; lack or failure of courses of supply; conditions that are otherwise likely to be hazardous or dangerous; a government travel warning or advice, or any change in such warning or advice; any other adverse or threatening conditions whether political or military or terrorist or otherwise; passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a trip to commence or continue, or if, in the absolute discretion of Valley Outdoors, 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.

If Valley Outdoors is prevented (directly or indirectly) from performing any of its obligations under the terms of this Agreement because of a Force Majeure Event, Valley Outdoors shall not be liable for and nor will you be entitled to seek any compensation for any injury, loss, expenses or damage (either direct or consequential).

If a trip is cancelled due to a Force Majeure Event, we will offer you a choice of:

- a) a 100% credit of monies paid for your trip; or
- b) a refund minus unrecoverable costs.

If the cancellation due to a Force Majeure Event occurs after a trip has commenced, we can offer you a choice of a pro-rata:

- a) 100% credit for the days that remain on your trip; or
- b) refund minus unrecoverable costs of the days that remain on your trip.

Any credit resulting from a cancellation under this clause does not have an expiry date and is not redeemable for cash.

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, you will be given a full refund of the tour price paid by you.

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.

5. 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, including consideration of illness, injury, pre-existing medical conditions, death, loss of baggage and personal items and cancellation and curtailment. You should ensure that any travel insurance covers all of the activities you expect to participate in. If you pay by credit card you may like to check whether travel or cancellation insurance is included.

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6. 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.

7. Health & Fitness Requirements

You are strongly advised to follow our pre departure fitness training recommendations, where necessary. For some of our tours you may be required to submit a medical questionnaire completed by you or your doctor as proof that you are capable of safely participating in the tour. If you have a pre-existing medical condition, or are over 70 years of age you may be required to submit a medical questionnaire completed by you or your doctor as proof that you are capable of safely participating in the tour. Medical questionnaires will be sent to you at the time of booking and you will be required to return the form completed and signed 21 days prior to departure. Valley Outdoors reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on safety, medical or fitness grounds.

8. Medical Disclosure

You declare and warrant that:

- you are in good health at the time of booking this tour;
- you have disclosed to us every matter concerning your physical and mental health and fitness of which you are aware, or ought reasonably be expected to know, that is relevant to our decision to permit you to go on the tour;
- immediately upon any adverse change in your health or fitness that may be likely to affect our decision to permit you to go on the tour, you will notify us in writing of any such adverse change;
- Valley Outdoors are permitted to disclose medical information to our consultant doctor.
- Valley Outdoors 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;
- You have taken the necessary precautions to immunise/vaccinate (including any required Covid-19 vaccination) for the destination you are travelling to.

If you fail to comply with the duty of disclosure in this condition and if we would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, we will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

9. Proof of identification or information required to travel

It is your responsibility to obtain and supply proper identification as required by the authorities of the destination to which you are travelling or for any services utilised during the tour. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation (eg. vaccination status) or failure to provide information.

10. Privacy and personal information

You permit Valley Outdoors to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that your medical information may be disclosed to our representatives in order to ensure your safety and well-being but

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will not be used by them for any other purpose. Your other 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. Your personal information will be held and used in accordance with Valley Outdoors Privacy policy.

Images

By accepting 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.

11. Minors

Not all of our tours are appropriate or available for people under the age of 18. Please contact our office to confirm before booking. 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.

Unless expressly advertised, there are no child rates or reduced pricing for children on our tours.

12. 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.

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.

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/>

Complaints

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

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13. Acceptance of Risk

You acknowledge that the nature of the trip may be adventurous and participation involves a degree of personal risk. You may be undertaking activities where present dangers and physical challenges are greater than those present in our daily lives. It is also your responsibility to acquaint yourself with all relevant travel information, including applicable risks 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. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

Release and discharge from all claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all Valley Outdoors 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 out of or occurring during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of Valley Outdoors representatives.

14. Limitation of liability

Our services which include our trips ("**Services**") may come with guarantees that cannot be excluded under Australian Consumer Law.

"Australian Consumer Law" means the uniform consumer protection law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (the **CCA**).

To the maximum extent permitted by law (including the CCA) we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the Services or any other matter or thing relating to these Booking Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. This clause does not limit or exclude your rights under the CCA.

(Limitation of Liability) Where the law implies a warranty into these Booking Conditions which may not lawfully be excluded (in particular warranties under the CCA) our liability for breach of such a warranty will be limited to either supplying the Services again or payment of the cost of having the services supplied again.

(Indemnity) You indemnify us (and all of our subsidiaries, officers, employees, contractors and agents) against all losses, claims actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

- a. your access or use of the Services, this includes your delegate's access or use of the Services; and
- b. any breach by you (or your delegate) of:
 - i. these Booking Conditions; or
 - ii. any additional terms applicable to providing the Services,

except to the extent that such loss or damage as a direct result of our fraud or wilful misconduct.

(Third parties) We contract with a network of companies, activity providers, accommodation providers, airlines, coach and transfer companies, tour and local guides, government agencies, independent contractors and individuals to assist in the running of our trips as agent for these third parties (Third

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Party Supplier). Third Party Suppliers may also engage the services of local operators and sub-contractors. Although we take all reasonable steps to select reputable Third Party Suppliers, we cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers may be subject to the terms and conditions imposed by these Third Party Suppliers and you may be required to sign additional terms. These may limit or exclude the liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and we do not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

We are not responsible for the acts and omissions, whether negligent or otherwise, of these Third Parties Suppliers. Any disputes between you and any third party, are to be resolved solely between you and that party.

(Vicarious liability) We shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment.

15. Severance of conditions

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

16. 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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