



HEDONISTIC HIKING - BOOKING FORM 2008/09

Trip name:

Trip date:

This booking form is subject to our Booking Conditions detailed below. The signed and completed form can be faxed, emailed or posted back to us.

Personal Information

Your details

Your travelling partner's details (if applicable)

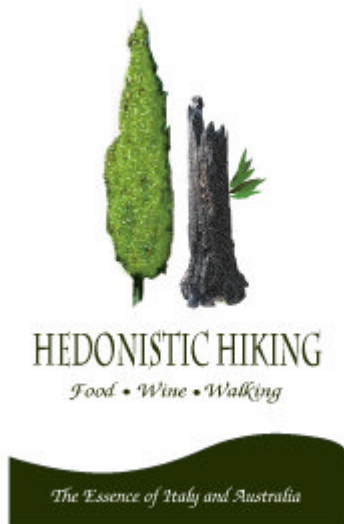
Full Name:		
	D.O.B / / Sex: M/F	D.O.B / / Sex: M/F
Address:		
Email:		
Telephone:		
Travel Insurance#	Company: Tel: Policy number:	Company: Tel: Policy number:
Special dietary requirements		
Rooming requirement (twin/double/DFS)		
In emergency please contact (name, tel.number, address, relationship)		
Do you have any medical conditions (please specify allergies, diabetes, seizures, heart conditions etc)		
Details of prescribed medication you are likely to be taking during the tour		
Details of any hospitalisation or serious illness in last 5 years		

If you do not yet have your travel insurance details, please forward them as soon as possible.

Signature: _____

PO Box 200 Porepukah 3740 VIC Australia ABN: 66 121332796

Tel: +61 3 5755 2307 **Fax:** +61 3 8625 0038 **Email:** info@hedonistichiking.com.au **Web:** www.hedonistichiking.com.au



Booking Conditions

Hedonistic Hiking is the provider ("Provider") of hiking tours ("Tours") to its customers. These Booking Conditions ("Conditions") contain important information. It is essential that you carefully read and understand them. The Conditions constitute a legally binding contract between the Provider and you for the services provided by the Provider and set out the basis of your legal relationship with the Provider.

By booking with the Provider and paying the non-refundable deposit of 10% of the total price, or full payment, you acknowledge that you have read, understood and agreed to be legally bound by the Conditions.

The Provider reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times for the Tours without notice. However, reasonable effort will be made to maintain arrangements as advertised.

1. PRICES

Prices are quoted in local currency (Euros or Australian dollars) and are correct at the time of printing. Payment can be made by bank transfer, credit card (which will incur a 2.5 % surcharge) or local currency cheque. Tour cost is based on twin share accommodation. If you require a single room, a supplement will apply.

The Provider reserves the right to adjust prices whether or not you have already made full payment. The Provider will do everything within our control not to adjust prices and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs and other operating costs on which prices are based. Dates and itineraries departing more than 12 months after a booking is made are indicative only and subject to change.

Included in Tour Price

Australian Trips: All tour costs (including travel) from tour start point: Great Ocean Walk – Melbourne; High Country Victoria, Mt Bogong and the Blue Duck – Albury; Day Tours Victoria – local accommodation.

Italian Trips: All tour costs in Italy, starting from airport named in the itinerary, including accommodation. The meals on Tailor Made tours are not included in the tour costs, unless previously agreed to.

All trips: Twin share accommodation, all meals as per itinerary, scheduled transport, tour guides and drivers, entry costs to scheduled activities.

Not included in Tour Price

Airfare (except when otherwise stated), passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra meals, laundry, drinks, medical expenses, optional activities and trips, and any items of a personal nature are not included in your Tour price.

Deposit

To secure a reservation a deposit of 10% of the published tour price is required for each person booking. Balance is due 60 days before departure. When a booking is made within 60 days before departure, a reservation is secured upon receipt of the total tour cost. Reservations made by private groups and agents are also subject to the Conditions.

2. YOUR TRIP AND ASSUMPTION OF RISK

The Provider operates trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home.

By booking with us you acknowledge that participation in all Tours involves inherent risks that may not be present in the case of conventional or less demanding holidays. These risks include, without limitation, the possibility of injury or death, psychological trauma, heart attack, disease, loss or damage to property, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in the Tour involves visiting remote or unstable regions, or regions where there is dangerous wildlife.

When assessing whether the Tour will operate, the Provider uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade. It is your responsibility to accustom yourself with the travel advice provided by this government body, as well as that of your country of residency, before commencing the Tour. By booking with the Provider you acknowledge your decision to travel on a the Tour is made after due consideration of relevant travel information that may be made available at any time.

Bookings are accepted on the understanding that all persons travelling are normally in good health and physically equal to the minimum demands of the chosen Tour. If you have any reason to think that you may not be fit enough to undertake the Tour, please seek medical advice.

3. EXCLUSION OF LIABILITY

You undertake that you do not suffer from any medical condition which may prevent the participant undertaking the Tour, including, but not limited to, epilepsy, dizziness, limb or back injury, angina or other heart condition, severe or uncontrolled asthma, visual impairment, depression or recovering from recent surgery. You acknowledge that you participate in the Tour at your own risk.

Except where stated otherwise, the Provider acts as an agent for service providers when making arrangements for your Tour. Where the Provider provides services it will do so with due care and skill. The Provider is not responsible for the acts and omissions of others, including tour guides, airlines and accommodation providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. You warrant that you have not relied on any representation made by the Provider, any travel agent or other representative.

You acknowledge that the Provider has not made and will not make any express or implied warranties in relation to the Tours.

You agree that the Provider shall not be liable in respect of any claim by you (whether contractual, tortious, statutory or otherwise) for any special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Tours and/or any other services by the Provider and whether as a result of any breach, default, negligence or otherwise by the Provider.

In the event that the *Trade Practices Act 1974* (Cth) (or analogous legislation) applies to the Conditions and permits the limitation of liability for breach of warranty implied by statute into the Conditions, the liability of the Provider is limited, at the option of the Provider, to:

- (a) the supplying of the Tour again; or
- (b) the payment of the cost of having the Tour supplied again.

Any of the terms and conditions contained herein which limit or exclude any term, condition or warranty, express or implied, or the liability of the Provider shall apply to the extent permitted by law and shall not be construed as excluding, qualifying or limiting your statutory rights or remedies arising by virtue of the breach of any implied term of the Conditions where such exclusion, qualification or limitation would be prohibited by statute.

The Provider will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the Tour (including pre- and post accommodation) are entirely at your own risk and the Provider cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

4. CANCELLATION BY THE PROVIDER

The Provider reserves the right to cancel a departure and will advise you of such cancellations no later than 60 days before the Tour departure date. If due to 'Force Majeure' (as detailed below) or government travel advice, the Provider reserves the right to cancel a departure at any time. With any form of cancellation, the Provider will offer you alternative arrangements, and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to the Provider, (in case of 'Force Majeure' or government travel advice refunds will be less any unrecoverable costs). The Provider will not be liable for any additional costs incurred by you.

Force Majeure

The Provider will not be liable for any delay in, change to or cancellation of Tours due to 'Force Majeure'. 'Force Majeure' means a circumstance beyond the reasonable control of the Provider 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.

Further, in order to operate a Tour we require a minimum number of 4 clients for Day Tours in Australia and all Tailor-made Tours in Italy, unless prior arrangement is made, and 7 clients for all other trips. If the minimum number is not met, we reserve the right to cancel the Tour, in which event we will refund all monies paid by you for the Tour.

5. CANCELLATION BY YOU

If you wish to cancel all or any part of your booking, notification of cancellation must be made to the Provider in writing. The date of the cancellation is the date on which written notification is received by the Provider. The following charges will apply:

Cancellation over 60 days before Tour departure – deposit only

Cancellation 60-30 days before Tour departure – 50% Tour cost

Cancellation less than 30 days before Tour departure – 100% Tour cost

Cancellation fees for air tickets issued by or on behalf of the Provider will apply as determined by Airline Tariff Regulations, and may vary as to the type of ticket issued. Depending on the reason for your cancellation, these charges may be recoverable under any insurance policy you purchased.

If you do not pay the balance of your total booking cost within 60 days of departure, your booking may be terminated and you will lose your deposit. In addition, other cancellation penalties may apply. No refunds will be made if you leave a Tour for any reason after the Tour has begun. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilised.

6. OTHER REQUIREMENTS

Travel Insurance

Comprehensive, adequate and valid travel insurance is compulsory for all the Provider's 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. The Provider also recommends it covers cancellation, curtailment and loss of luggage and personal effects. You must carry proof of insurance with you and produce it if reasonably requested by the Provider's employees or suppliers. The Provider reserves the right to cancel or suspend your participation on a Tour or in certain activities that comprise part of a Tour, 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.

Credit Card Payments

All credit card payments are made through a designated registered travel agent who keeps all client monies in a Trust Account until disbursement in respect of the services to be provided related to your booking.

7. BOOKING AMENDMENTS

If you wish to change your booking in any way, the following fees will apply.

Transfer from one Tour to another

Amendment request received by the Provider 60 days or more prior to the original Tour departure date: \$100 per person per trip will be levied and must be paid prior to any transfer being confirmed.

Amendment requests received by the Provider within 60 days prior to the original tour departure date: charges will apply as per cancellation fees.

Other amendments to your booking

In relation to any other arrangements made in conjunction with your Tour (e.g. pre- and post Tour accommodation, transfers, etc), received by the Provider within 60 days prior to tour departure date will be subject to a \$50 administration fee per change. This fee is in addition to any charges levied by ground operators, hotels or airlines.

No amendments are permitted to your booking within 10 days of departure.

8. LATE BOOKINGS

For bookings made within 15 days prior to departure, the Provider reserves the right to charge a late booking fee of \$50 per booking. On some Tours it is not possible for us to accept late bookings.

9. CHANGES TO YOUR TRIP

You acknowledge that travelling with the Provider requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after a Tour's commencement, without prior notice due to local circumstances. Changes may occur because of 'Force Majeure', poor road conditions, weather, availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond the Provider's control or which simply cannot be foreseen. The Provider does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond the Provider's control. You acknowledge that group sizes may also vary during the duration of your Tour.

Due to the nature of these expeditions, weather, ice or government regulations may require changes to be made to your

itinerary and/or the cancellation of some part of the Tour. Every attempt will be made to adhere to the itineraries described within the limits of safety and time. In the event of changes, participants have no right to any refund or other compensation. Should you choose not to take part in any activity or make use of any service provided, no refund will be made. Should the advertised Tour leader be unable to lead the Tour due to illness or other reasons, a substitute person shall be found and no refund shall be made as a result of this change.

The information about Tours given to you by the Provider and pre-departure information are subject to change. It is your responsibility to review the up-to-date pre-departure information. It can be obtained from the Provider. The information and conditions in the pre-departure information are deemed to be part of the Conditions. Where changes to your Tour occur after you have received your final documentation, the Provider will, where practical, advise you of such changes.

10. AUTHORITY OF THE LEADER

At all times the decision of the Provider's leader or representative ("Leader") will be final on all matters likely to affect the safety and well-being of the Tour. This includes any decision that the Leader makes about your on-going participation in the Tour or certain activities that comprise part of the Tour. If you fail to comply with a decision made by the Leader, or interfere with the well-being of the group, then the Leader reserves the right to terminate this contract and order you to leave the Tour immediately, with no right of refund.

11. COMPLAINTS

If you have any complaint about your Tour, you must make it known at the earliest opportunity to the Leader and/or the Provider's local representative, who will attempt to resolve your complaint. If at the end of the Tour you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your Tour.

12. PASSPORT AND VISAS

It is your responsibility that you carry a valid passport, if the Tour is outside of Australia, and have obtained the appropriate visas when travelling with the Provider. Please ensure that your passport is valid for 6 months beyond the duration of your Tour.

13. HEALTH, FITNESS, TRIP GRADES AND AGE LIMITS

It is your responsibility to advise the Provider of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a Tour and the enjoyment of other trip members. You are required to provide an assessment of your medical condition from a qualified medical practitioner. The Provider reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. The Provider also reserves the right to cancel your participation in a Tour at any time, including after the commencement of your Tour, 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 enjoyment of other Tour members.

Generally, the Provider does not allow travellers under the age of 18 years on the Provider's scheduled itineraries. However the Provider will occasionally make exceptions for under-18s travelling with their legal guardian. The decision for any person under 18 years of age to travel on the Provider's scheduled itineraries is at the absolute discretion of the management of the Provider. For further information please contact the Provider.

14. PUBLICITY

You agree that the Provider may use images of you taken during the Tour without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

15. PRIVACY

In order to be able to supply a service to you, the Provider will need to collect certain information from you, some of which may be of a personal nature. 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. Please call us on +61 3 5755 2307 for further information.

16. GOVERNING LAW

The Conditions will be governed by and construed in accordance with the law of Victoria, Australia and each party agrees to submit to the exclusive jurisdiction of the courts of Victoria, Australia as regards any claim or matter arising under the Conditions or a booking.