

Booking and Guest Information Form



**TASMANIAN
WALKING
COMPANY**

Trip Name

Trip Departure Date Trip Duration

Number of People Twin ☐ Double Share ☐

(single walkers will be matched with someone of same gender unless a single supplement is booked)

Guest One

Name

Address

State P/Code

Email

Gender

Daytime Ph.

Home Ph.

Mobile

Occupation

Age*

Guest Two

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**Please note: if you are 69 years or over, a doctor's certificate will be required.*

Dietary Requirements - Do you have any dietary requirements we need to be aware of
(eg. vegetarian, allergies, coeliac, gluten free, etc)?

No ☐ Yes ☐ (please specify)

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No ☐ Yes ☐ (please specify)

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Medical Conditions - Do you have any medical conditions we need to be aware of?

No ☐ Yes ☐ (please specify)

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No ☐ Yes ☐ (please specify)

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Travel Insurance

Travel insurance is strongly recommended for all walkers due to the remote nature of our operations and the costs associated with evacuation in the event of an accident. While incidents are rare, we want to ensure that all of our customers are fully protected. It is recommended that travel insurance is purchased at the time of booking (unless you have already arranged or have access to travel insurance through your credit card privileges, etc). Please ask your travel agent for details.

If walkers opt out of travel insurance they accept full responsibility for all costs associated with evacuation or withdrawal.

Please let us know if you would like any further information on any of the terms and conditions associated with your booking.

Guest One

Signature

Name

Date

Cancellation Policy

Prior to 90 days from departure date, a fee of \$350 per person will be charged. Between 90 and 60 days prior to departure, you will be charged 50% of the full trip cost with the balance refunded to you. Within 60 days of departure, no refund is available. For postponements made more than 90 days prior to departure; you may make

(1) change with no charge. For postponements made between 60-90days, there is a \$350.00 charge to change the departure date. We do not accept postponements to bookings inside 60 days of departure. For this reason we strongly advise all guests take out appropriate travel insurance.

Reservations

We understand payment is made directly to your Travel Agent and they shall forward this on your behalf.

Please note your booking is not confirmed until we have received a completed booking form.

I / We accept that the terms and conditions shown on the Tasmanian Walking Company website and as attached to this booking form apply to my/our booking.

I / We understand and agree that I / we shall sign a release and indemnity form at your office on the morning of departure substantially in the form of the indemnity contained in the attached terms and conditions.

Guest Two

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How did you hear about us?

Word of mouth ☐ Direct mail ☐

Website Newspaper (please specify)

Magazine (please specify)

Other (please specify)

Contact Us

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**TASMANIAN
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Booking Terms and Conditions

These terms and conditions form part of an agreement between The Tasmanian Walking Company and the Guests referred to in the booking form.

1. How to Book

Please refer to your travel agent.

2. Pricing

Prices are quoted on a seasonal basis: winter, shoulder and peak. The prices quoted on our website are the most current prices and are subject to minimum numbers. The prices quoted cover (and only cover) the following: pick up and return from the collection and return point designated by the Company; transport to the start of the relevant walk experience, including, where applicable, any ferry transfers; twin share accommodation during the walk; food, limited non-alcoholic beverages and wine; all National Park entry fees; qualified staff for the duration of the walk; and use of backpack and weatherproof jacket (if required -excluding Bruny Island Long Weekend) for duration of walk. Any other cost is to be borne by you.

As above, included in the price is an allocation of wine per night. Although we do not promote doing so, you may bring your own alcohol (within reason), but you are responsible for carrying it and any bottles, cans etc. must also be taken out of the National Park by you. Final approval for any additional alcohol will be made by your guides, at their absolute discretion, on the day of departure. No price reduction is available for guests who either elect to bring their own alcohol or choose not to avail themselves of the food or drink provided. The Company abides by responsible service of alcohol principles as it promotes a safe and enjoyable environment for all guests and staff, and reduces the risk of alcohol-related injury. Your guides have absolute discretion around the provision of alcohol (including BYO alcohol) and will stop serving and/or prohibit continued consumption of alcohol if guest(s) appear (in the opinion of the guides) drunk or become violent, quarrelsome, disorderly or behave indecently. Without limitation, the following items are excluded from the pricing: spa and relaxation pavilion treatments; travel insurance; pre and post walk departure travel arrangements, including accommodation and transport to the collection point and from the return point designated by the Company; and any expenses not defined as an inclusion in the pricing including tips, personal clothing, medical expenses, items of a personal nature and emergency evacuations.

3. Single Supplement

Our accommodation is twin share and all our walk prices per person are based on twin share (two people sharing one room). Solo travellers are always welcome and we will use our best endeavours to ensure that single travellers share with the same gender. If a single room is requested, a supplementary price of 75% of the full fee will apply. Requests for single supplement must be stipulated at the time of booking.

4. Payment

All pricing is in Australian dollars.

DEPOSIT: As above, bookings are not confirmed until your booking has been confirmed by the Company. A deposit (\$500 per person) must be paid at the time the tentative booking is made.

FINAL PAYMENT: The balance of the booking price is payable to the Company at least 90 days prior to departure. For reservations made 90 days or less from the departure date, full payment is due at the time of booking.

Once you have paid the required deposit for your booking, any subsequent discounts or price reductions that are advertised by the Company or any third party will not be applied retrospectively. Payment may be made by direct deposit, credit card or Australian debit cards. We do not accept payment by any other method, including cheque or foreign debit cards.

We do not charge a fee for payments made via direct deposit, or Australian Visa or MasterCard "debit" card. However, we do charge the following payment fees for the following transactions: 1% fee for Australian Visa and MasterCard "credit" cards; 2% fee for all foreign Visa and MasterCard "credit" cards; and 3% fee for all American Express cards. All payment fees are subject to change. The payment fees specified on our website are the most current.

5. Cancellation by Guest

If you wish to cancel your booking, you must notify the Company in writing as soon as possible. Once the Company receives your notice, cancellation will take effect subject to the following: the date of cancellation is the date that the Company receives written notice of the cancellation; and if the cancellation is made: more than 90 days from the scheduled departure date, a fee of \$350 per person will be charged with the balance payment refunded to you; between 90 and 60 days prior to departure, you will be charged 50% of the full trip cost with the balance refunded to you; or within 60 days of departure, no refund is available.

Cancellation by the guest will also take effect if: you fail to arrive at the pre-arranged meeting place at the time stipulated by the Company; or your payment

of the balance of the booking is not received by the Company by the required time as stipulated in condition No refund will be paid if you: voluntarily leave your walk after it has commenced, including (without limitation) for reasons of bereavement, injury or illness; or are directed by the Company to leave or not commence your walk in accordance with these terms and conditions. The Company reserves the right to not provide a refund if you arrive on the day of departure for any walk with inappropriate footwear and are unable to join the walk (please refer to condition 11). We strongly recommend that all guests obtain suitable travel insurance.

6. Booking Amendment by Guest

If you wish to change your booking, you must notify the Company in writing as soon as possible. Once the Company receives your notice, the change will take effect subject to the following: one amendment can be made to your original booking, up to 90 days prior to the date of departure, at no cost. Any subsequent change will incur a non-refundable fee of \$200 per person; for booking changes made between 60 and 90 days prior to departure, there is a \$350 charge to change the departure date; and we do not accept changes to bookings within 60 days of departure. Changes to your walk departure date, or transfer of booking to a different walk experience may incur additional costs payable by you for any difference in pricing. We will do our best to change your booking to your preferred date, but it may not always be possible.

7. Cancellation by the Company

All of our walks take place in very special wilderness settings. We are at the mercy of nature in all her beauty and all her fury. We will under no circumstance knowingly place at risk the health and well-being of our guests and guides. In the case of a Force Majeure Event (as defined below), we may need to cancel a walk with very little notice. In some cases, this can occur after the walk has commenced. If a walk does not meet minimum numbers, the Company reserves the right to cancel the departure; however every effort will be made to consolidate numbers so that the booked walk will successfully depart. Your flexibility in this regard would be appreciated. If we need to cancel a walk departure for any reason, we will provide you with the following options: we can hold a credit towards an alternative booking departure date to be used within 24 months, including a guarantee that there will be no additional charges for the future walk; provide a replacement walk that complements your existing travel arrangements (subject to availability); provide a replacement walk at a later date convenient to both parties; or with the exception of cancellations associated with a Force Majeure Event, we will refund your booking payment for the cancelled walk. Where your walk is cancelled by the Company, we will not be liable for any costs associated with travel to and from the designated walk departure pick up point. We therefore strongly recommend travel insurance be taken out at the time of booking.

8. Evacuations

In rare circumstances, due to injury or unforeseen illness, we may need to evacuate you from a remote part of the walk. Where an evacuation is deemed necessary by the Company, the full cost of evacuation will be borne by the guest, including but not limited to helicopter costs, any associated staff wages and ground transportation costs. For Australian residents, under the Australian Government Medicare Act, it is prohibited for any domestic travel insurance product to provide any financial reimbursement with regard to ambulance or air ambulance services. We therefore strongly recommend guests: take out specific ambulance cover through their health insurance provider; and take out travel insurance to cover (amongst other things) the costs associated with evacuation.

9. Travel Insurance

When selecting a travel insurance product, please ensure that it provides cover against, at a minimum, personal accidents or injury, medical expenses, Force Majeure Events, emergency repatriation and personal liability, cancellation for any reason including bereavement, delayed flights, lost luggage and personal effects.

We strongly recommend that all guests obtain suitable travel insurance once your deposit payment is made.



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10. Indemnity Form

We require that all walkers sign an indemnity prior to departure on the morning of the walk. This form indemnifies the Company, its officers, directors, employees, servants, agents or consultants or any of them from and against all costs, claims, actions, demands and liability whatsoever and howsoever arising from or in any way connected with the walking tour (including any transportation to or from the area in which the tour is to take place) including such costs, claims, actions, demands or statutory duty or otherwise on the part of the Company, or any of its officers, directors, employees, servants, agents or consultants, and including any liability in respect of or related to your death, personal injury or loss of or damage to any property owned or possessed by you, but excluding any liability in respect of which the Motor Accidents Insurance Board (if/as applicable) is bound to indemnify the Company, its officers, directors, employees, servants, agents or consultants pursuant to the Motor Accidents (liabilities and compensation) Act 1973 of Tasmania (or other applicable legislation applicable in other state or territory). By signing the indemnity form, you will also give the Company various acknowledgements including confirmation that you have been informed of the most appropriate form of footwear for the walk you are undertaking. A copy of our indemnity form is available on our website.

11. Footwear

On the Cradle Mountain Huts Walk guests are required to wear lace-up walking boots which have ankle support and firm treaded soles. On all other walks, guests are required to wear supportive walking shoes or hiking boots with firm treaded soles. New boots should be worn in prior to the commencement of the walk. Waterproof or water-resistant boots are recommended. Walking shoes are not acceptable on the Cradle Mountain Huts Walk and sandshoes and similar footwear are not acceptable on any of our walks. These recommendations are made in the interests of your safety and giving you the best chance to have the most enjoyable experience possible. Arriving on the day of departure for any walk with inappropriate footwear may result in forfeiting your walk without refund. If you are unsure whether your footwear is suitable for your intended walk, please contact our reservations team for further advice.

12. Health and Fitness Requirements

It is your responsibility to read through the itinerary carefully and ensure you have adequate fitness for the proposed trip. Walkers must be in good health and must be at least moderately fit in order to undertake a walk. Some training and preparation work is required prior to departure. The more physically prepared you are, the more enjoyable your walk will be. Speak with our reservations staff for more information about health and fitness requirements and walk preparation. As a general indication: guests on the Cradle Mountain Huts Walk will be required to walk an average of 10km per day for 6 days over varied terrain including steep inclines and declines, with the longest day being 12km (excluding optional side trips); guests on the Bay of Fires Lodge Walk will walk 14km on the longest day of the walk along beaches, some rocky headlands and bush trails; guests on the Three Capes Lodge Walk will walk up to 18km on the longest day; guests on the Twelve Apostles Lodge Walk will walk up to 17km hours on the longest day; guests on the Bruny Island Long Weekend Walk will walk up to 14km hours on the longest day; and guests on the Wineglass Bay Sail Walk will walk up to 12km on the longest day. The Company reserves the right in its absolute discretion to refuse a guest the right to participate in a trip on medical or fitness grounds.

13. Medical Forms and Doctors Certificates

Guests with a pre-existing medical condition, including allergies, are required to disclose it on their booking form and may be required to supply a doctor's certificate or complete a confidential medical questionnaire.

Guests who are 69 years of age or older, at the time of departure, must supply a doctor's certificate stating that they are in good physical condition and that there are no known ailments or pre-existing medical conditions likely to prevent them from completing the walk. This step assists us to ensure an enjoyable and trouble-free walk for all involved.

14. Dietary Requirements

Dietary requirements stating whether it is a lifestyle choice or allergy must be noted on the booking form. We will endeavour to cater to your needs, but we operate in remote locations which in some cases are only provisioned twice per year. If dietary requirements are not disclosed at least 90 days prior to your departure date we may not be able to cater to your needs. Should you need to cancel your trip because you have not disclosed dietary requirements in a timely manner, standard cancellation fees will apply (refer to condition 5).

15. Guide and Guest Responsibilities

The trip leader includes both the nominated lead guide and any other person nominated by or on behalf of the Company to lead or supervise any aspect of the trip. The Company's guides and support staff take their roles and responsibilities seriously and if for any reason the trip leader believes, in their absolute discretion, that you should not participate in the trip, they may exclude you from the trip. In this event, without prejudice to any other condition in these terms and conditions, you will be offered the option of taking another walk considered suitable for you or a full refund. All our walks are group trips and guests need to be conscious of how their action may impact others. The trip leader is in charge to ensure not only your safety, but the comfort, safety and enjoyment of the entire group.

If for any reason during a trip the nominated trip leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or may cause danger, distress or annoyance to others, the nominated leader may direct you not to continue

and you must follow their instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances (and the terms and conditions of the relevant policy).

16. Environmental Responsibilities

The Company operates within the Wilderness World Heritage Area and National Parks. Therefore, our environmental responsibilities are taken very seriously. Prior to departure, you will be briefed about such responsibilities, however prior knowledge and awareness is extremely helpful. A good reference on such matters is the Tasmanian Parks and Wildlife Service web site www.parks.tas.gov.au

17. Exclusion of Liability

Guests acknowledge that walking in a wilderness area of a National Park is potentially a dangerous activity and guests are undertaking such an activity at their own risk. Guests acknowledge and agree that they will undertake the walk freely, voluntarily and absolutely at their own risk and with a full appreciation of the nature and extent of all risks involved in the walk.

Guests acknowledge that the Company is supplying them with Recreational Services (as defined below) for the purposes of applicable laws. Guests agree to the fullest extent permitted by law waive all of their legal rights of action against and fully release the Company and its officers, directors, employees, servants, agents or consultants from all liability arising from or connected with their death or personal injury howsoever arising out of or in relation to the participation by them in a walk including without limitation, liability for a negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Company, its officers, directors, employees, servants, agents or consultants. This waiver shall bind all guests and their legal personal representatives.

18. Limitation of Liability

The Company does not exclude or limit the application of any provision of any statute (including the Competition and Consumer Act 2010 (Cth)) where to do so would: contravene that statute; or cause any part of these terms and conditions to be void. Except to the extent condition 18(a) applies, and to the extent permitted by law, the Company excludes all: statutory liability; tortious liability (including negligence); conditions and warranties implied by custom, the general law or statute; and liability for all special, indirect, incidental, consequential or punitive damage and economic loss, loss of profits, loss of revenue, loss of bargain, loss of goodwill, loss of anticipated savings, or loss of use of products or equipment, arising out of or relating to these terms and conditions, the walk, or any failure to supply or delay in supplying the walk, whether or not the Company was aware or should have been aware of the possibility of such loss or damage. The Company's liability to guests for any breach of any express or implied provision of these terms and conditions is limited, at the Company's option, to: refunding the price of the goods or services in respect of which the breach occurred; or providing, replacing or repairing those goods or providing those services again. Guests agree to indemnify and hold harmless the Company and each of its officers, directors, employees, servants, agents or consultants against any losses, costs, claims, damages, expenses, liabilities, proceedings or demands which any of them may directly or indirectly incur or suffer as a consequence of any breach by them of their obligations under these terms and conditions.

19. Jurisdiction

The laws of Tasmania shall apply to these terms and conditions.

20. Acknowledgement

By placing a booking with the Company, guests acknowledge and agree that the Company has relied on the representations made by you, including in respect of your circumstances, travel insurance availability, age and medical condition which representations you hereby confirm and warrant are true, correct and complete in every respect.

21. Definitions

"Force Majeure Event" refers to an event(s) or circumstance(s) which includes, but is not limited to, acts of God, natural threats (such as bush fires, impassable snow and unsafe sea conditions), fire, earthquake, flood, windstorm or other extreme weather events civil commotion, riot, blockade or embargo, breakdown, union dispute, epidemic, pandemic, lack or failure of courses of supply, passage of any law, order, regulation, ordinance, proclamation, demand, requisition or requirement or any other act of any government authority, outside of the reasonable control of either parties whether or not foreseeable, which renders performance impossible; and

"Recreational Services" means services that consist of participation in a sporting activity or a similar leisure-time pursuit; or any other activity that: involves a significant degree of physical exertion or physical risk; and is undertaken for the purposes of recreation, enjoyment or leisure.



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