

For your own records, please retain a copy of our terms and conditions, which you agreed to during the booking process on our website.

## Terms and Conditions

1. Please read all of the information below carefully as it includes disclosures Our Spirit needs to make to you and sets out some of the important terms and conditions you will be agreeing to if you decide to proceed with the event:-

[ ] (a) The nature of the tour in that it will be physically demanding on the client, requiring the client to undertake a walking, hiking, climbing, cycling, running, kayaking, a combination of these or similar tour over, at times, inhospitable terrain and being exposed to the elements and animals, reptiles, insects beyond the control of Our Spirit.

[ ] (b) That the tour is an adventure and carries with it the normal risks of an adventurous expedition.

[ ] (c) That the client has been advised by Our Spirit to undertake a thorough medical checkup prior to departure and to obtain from the client's medical practitioner all information in respect to necessary injections and the consequences of the failure should the client not observe the directions of the medical practitioner.

[ ] (d) That the client as part of the Our Spirit package for the client's protection is to take out travel and medical insurance to cover events such as airline strike causing cancellation of the tour and the client insuring against the cost of airfares and accommodation, hospitalisation in the country the subject of the tour and removal back to the clients home country, ambulance transportation costs etc. If the client has his/her own travel insurer then not less than 30 days prior to departure the client will produce evidence of such insurance to Our Spirit covering the specified period of the adventure and the risks identified by Our Spirit. In the event the policy is not compliant with the requirements of Our Spirit the client will immediately request the insurer to amend and issue a compliant policy and provide a copy to Our Spirit.

[ ] (e) For the client to equip himself/herself with all of the items listed in the Schedule for the wellbeing of the client.

[ ] (f) That the client agrees that he/she is able to physically cope with the carrying of such equipment as is necessary for the client to do so on a daily basis.

[ ] (g) That the client has received, prior to the commencement of the tour, an exercise regimen from Our Spirit and that the client has completed the exercise regimen and that the client is physically capable of undertaking the strenuous physical activity required on the adventure.

[ ] (h) That the client has provided all necessary medication for any ailment with sufficient quantity to prevail for the duration of the tour, plus an allowance in the event of any unscheduled delays.

[ ] (i) The client acknowledges that in the Country of destination for internal travel, that vehicles or other transport provided to Our Spirit for use on tour may not have the safety features normally prescribed for vehicles within Australia and the client will raise no objection where vehicles or such transport do not have the same safety features as similarly equipped vehicles in Australia.

[ ] (j) That Our Spirit reserves the right to substitute the airline carrier, transport or accommodation units in the country of destination for any reason with a carrier, transport or accommodation of like standard wherever possible.

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Locked Bag 1

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[ ] (k) That Our Spirit reserves the right to cancel any event or tour for any reason, including insufficient number of participants and other reasons beyond the control of Our Spirit giving at least 30 days notice.

[ ] (l) That Our Spirit reserves the right to substitute the nominated expedition leader for any reason with a leader trained to like standards by Our Spirit, wherever possible.

[ ] (m) You agree that during the expedition you are not to engage in illegal or inappropriate behaviour (e.g. excessive alcohol consumption, use of illicit drugs) and you will comply with the code of conduct of Our Spirit and if a member of a group also comply with the code of conduct of your organisation.

[ ] (n) Where in the opinion of the trek leader (acting reasonably) he determines that you are not demonstrating a sufficient level of fitness to complete the event safely and without compromising the integrity or enjoyment of the group then the trek leader shall have the sole right to determine the safest and most cost-effective turnaround point for you to be returned home. In this event you will forfeit all payments made to that date and you will further incur additional costs associated with your return home eg local guide fees, accommodation, airfares and an administration fee to cover our reasonable costs.

2. Our Spirit agrees with the client:-

(a) That it shall conduct the tour in a professional manner.

(b) That it will, at all times hold uppermost the best interest and welfare of the client.

(c) To provide accommodation for the client whilst on tour in the form of man made tents or swags at times.

(d) That in the event of any accident or ill health suffered by the client to ensure that there is retrieval facilities available within a reasonable time, having regard to the location of the accident or illness at any particular point in time during the tour.

(e) To provide maps where appropriate showing the terrain to be covered by the client during the tour.

3. The client acknowledges that whilst Our Spirit will take every reasonable precaution to ensure the safety of the client on the adventure that the client agrees with Our Spirit that the nature of the adventure has inherent risks which may well be beyond the control of Our Spirit and that the client acknowledges that there may well be dangers encountered on the tour which are beyond the control of Our Spirit, and save for any negligent act of Our Spirit, the client acknowledges that it takes up the tour at his/her own risk, and in the event of any injury, incapacitation, illness, pain, death or other event suffered or incurred by the client on the tour that the client will seek no compensation from Our Spirit and will hold Our Spirit blameless and will not seek damages from any Court of competent jurisdiction in relation to any accident, incapacitation, pain, illness, injury, death or other arising from the tour. Nothing in this clause affects the warranties imposed on Our Spirit under the *Australian Consumer Law*.

4. The client agrees that at all times it will observe the reasonable and lawful directions of Our Spirit and its nominated agents and Tour Guides.

5. In the event that the client elects to withdraw from the adventure en route at any time then the client acknowledges that it is not entitled to any refund of fees paid by the client to Our Spirit.

6. The client acknowledges that this agreement and annexures constitute the whole of the agreement and representations made by Our Spirit to the client and that the client has had the

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opportunity of seeking legal and medical advice in relation to whether the client should or should not undertake the tour. Having regard to all of the risks the client has voluntarily executed this agreement.

7. The parties acknowledge that the governing law applicable to the agreement is the jurisdiction in the State of Queensland.

8. You by accepting these terms and conditions consent to transmissions under the Electronic Transactions Act.

9. By clicking the check box below "I/WE agree to the above terms and conditions" you will be acknowledging having read and accepted these terms and conditions and this constitutes a contract between You and Our Spirit as if you had signed this agreement. IF YOU DO NOT UNDERSTAND OR AGREE WITH ANY OF THE MATTERS OR AGREEMENTS SET OUT ABOVE YOU SHOULD NOT CLICK THE CHECK BOX "AGREE TO ABOVE TERMS AND CONDITIONS"

If the participant is under 18 years of age, please enter the details of the consenting adult (i.e. parent or guardian).

☐ I/WE agree to the above terms and conditions

Note: A copy of these terms and conditions will be sent to the participant and/or the consenting adult as confirmation of your acceptance.

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