

+ BOOKING & PAYMENT TERMS

1. BOOKING TERMS AND CONDITIONS

Please read these booking terms and conditions carefully as they form part of an agreement between Park Trek Outdoor Experiences Pty Ltd (ABN 96 654 445 815) ("Park Trek", "Park Trek Walking Holidays", "us" or the "Company") and the guest(s) referred to in the booking form ("you" or "guest").

2. HOW TO BOOK

You may check availability through our website or by contacting our reservations team to enquire about the specific trip you are interested in. We will respond and advise of availability, or you may book directly through our website. Reservations are subject to availability at the time of booking.

Once we have assured you of availability, we will require a \$300 non-refundable deposit per person (\$500 per person for any Third-Party operated tours, Top-End or Kimberley trips) to confirm the booking. You can do this via credit card, debit card or direct deposit. We also require you to complete a booking form and send it through either at the time of making the booking and paying your deposit, or soon after to ensure we have all details required of you including emergency contact details, medical and dietary requirements, etc.

By making a booking, you agree and accept our terms and conditions of business as set out in this document. If you are booking on behalf of another person, we rely on your authority to act on behalf of any other guest(s) on the booking and that authority will bind all such guest(s) to these terms and conditions.

All guests travelling who are aged 18 or over must complete their own booking form. For guests aged less than 18, the booking form must be completed by a parent or legal guardian.

If you have any questions, please call us prior to your departure.

3. PAYMENT TERMS

All pricing is in Australian dollars and inclusive of any applicable GST.

DEPOSIT: As above, bookings are not confirmed until your booking has been received and a deposit (\$300 per person, or \$500 per person for any Third-Party operated tours, Top-End or Kimberley trips) has been paid at the time the tentative booking is made.

FINAL PAYMENT: The balance of the trip price is payable to the Company at least 60 days prior to departure. For reservations made 60 days or less from the departure date, full payment is due at the time of booking. If for any reason your final payment fails to reach Park Trek's bank account or card/payments service provider by the due date, Park Trek reserves the right to treat the booking as cancelled and thus apply the relevant cancellation fee set out below.

Once you have paid the required deposit to confirm your booking, any subsequent discounts or price reductions advertised by the Company or any third party cannot be applied retrospectively.

Payment may be made by credit card, Australian debit card or via payments service providers authorised for use by Park Trek. We do not accept payment by any other method, including cheque or foreign debit cards.

+ PRICING

4. PRICING (INCLUSIONS AND EXCLUSIONS)

Our trip prices are subject to variable and seasonal pricing, which is standard practice in the travel industry. This means trip prices may vary at any time depending on demand, market conditions and availability. It is possible different guests on the same trip may have paid different prices. If you like the price you see, your best option is to book it at that time. If you cancel to take advantage of a cheaper price, full cancellation conditions and penalties apply (see clause 6 Cancellation by a Guest).

The most up to date trip pricing is available through our reservations team, and generally on our website, however it is subject to minimum numbers. Where minimum numbers are not met by the balance payment due date, a small group surcharge may be offered to ensure the trip's operation (see clause 9 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 trip experience, including, if applicable, any ferry transfers;
- twin share accommodation during the trip;
- food and non-alcoholic beverages on nights catered by our guides;
- all national parks and reserves entry fees; and
- qualified personnel for the duration of the trip.

Any other cost is to be borne by you. No price reduction is available for guests who either elect to bring their own food or drink or choose not to avail themselves of the food or drink provided.

Without limitation, the following items are excluded from the pricing:

- travel insurance (which we strongly recommend);
- 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 and gratuities, optional excursions and activities, personal clothing, medical expenses, items of a personal nature and emergency evacuations.

While Park Trek will endeavour to honour its pricing, sometimes increases are outside our control. Park Trek reserve the right to amend trip prices at any time. Amendments may be necessary for many reasons including, but not limited to, increases in Award wages or related wages on-costs, increases in the charges from ground operators, exchange rate fluctuations, increased fuel costs, increased airfares, other increased transportation charges, or the need to engage alternative air or ground operators. Any increase in trip prices must be paid prior to the departure date.

You may bring your own alcohol, however you are responsible for carrying and disposing of its contents responsibly (i.e. "Leave No Trace"). Final approval for any alcohol brought with you will be at the absolute discretion of our guides on the day of departure.

Your guides have absolute authority concerning guest consumption of alcohol (including BYO alcohol) and may prohibit a guest's continued consumption of alcohol if it negatively impacts others.

5. PRICING IS TWIN SHARE UNLESS SINGLE SUPPLEMENT AGREED

Our standard advertised prices are twin share and are based on two people sharing a room. Where we may use for example two-bedroom cabins on tour, pricing is based on 4 persons sharing a two-bedroom cabin. Single rooms may be available upon payment of an additional single supplement fee.

Solo guests are of course welcome on guided trips, and if you wish to share a room, we will try to find a roommate of the same gender. Allocations will be made in the order bookings are received. If there is no one for you to share with, or if you prefer a single room, you must pay the single supplement fee.

Please note, in line with our eco-tourism objectives, some of our accommodation providers have shared bathrooms to conserve resources-

5A. PUBLIC HOLIDAY SURCHARGES

If your departure falls on a public holiday an additional \$100 surcharge per person may be applied to your departure to cover the increased cost of operation.

+ CANCELLATION FEES & REFUNDS

6. CANCELLATION BY A GUEST

If you wish to cancel your booking, you must notify the Company in writing as soon as possible. The date of cancellation is the date the Company receives written notice of the cancellation. Once the Company receives your notice, cancellations and refunds will take effect subject to the following:

For independent guests - if the cancellation is made:

- more than 60 days prior to the scheduled departure date - you will forfeit your deposit; or
- within 60 days of departure, no refund is available.

For bookings via third parties (e.g. online or third party agents) - you should refer to your booking agent first to ensure you understand their cancellation policy.

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

- the final balance of the trip booking is not received by the Company as required under clause 3 Payment Terms.

No refund will be paid if you:

- voluntarily leave your trip 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 trip in accordance with these booking terms and conditions.

Please also note that any refunds are processed once a month, around the middle of each calendar month. Refunds are inclusive of GST but are exclusive of any card surcharge and payment processing fees paid by you where these fees are not reimbursed to the Company by the relevant card, payments service or other service provider.

The Company reserves the right to not provide a refund if you arrive on the day of departure for any trip with inappropriate footwear or attire and are unable to join the trip (please refer to clause 13 Footwear and Attire).

+ CHANGES TO ITINERARIES & TOURS

7. BOOKING AMENDMENT BY A 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 (subject to availability), up to 60 days prior to the date of the original scheduled departure, at no cost;
- any subsequent change up to 60 days prior to the date of the new departure will incur a non-refundable fee of \$200 per person.

Changing to your walk departure date to a different tour season, or transfer of your booking to a different walk may incur an additional charge of \$200 per person and you may incur additional costs for any difference in pricing and be required to pay those additional costs on the date the change is affected.

We will do our best to change your booking to your preferred date, but it may not always be possible.

We understand sometimes circumstances may prevent you from joining your trip. For this reason, we strongly recommend that all guests obtain suitable travel insurance prior to their trip.

8. CANCELLATION BY THE COMPANY

Our business is subject to the forces of nature, and all the uncertainty and unpredictability associated with it. This is the very nature of outdoor adventure. Local conditions may necessitate changes to sightseeing, walking and driving routes, camping and accommodation locations. While every effort will be made to provide the service and experience offered in our brochure, website, or trip notes, we reserve the right to vary your itinerary. Under no circumstances will we knowingly put at risk the safety, health or wellbeing of our guests or guides.

If we must change arrangements, we will endeavour to provide substitute arrangements of a similar standard. However, Park Trek is not liable for any itinerary interruptions due to a Force Majeure Event. In the case of a Force Majeure Event, we may need to cancel a trip on short notice. In some cases, this can occur after the trip has commenced. Your understanding and flexibility in this regard will be appreciated.

If we need to cancel a trip for any reason before it has commenced, we will provide you with the following options:

- provide a replacement trip that complements your existing travel arrangements (subject to availability) or transfer you to a later departure date convenient to both parties;
- hold a credit for the full value of the cancelled trip price already paid to be applied against a future booking that can be used within 24 months; or
- provide a full refund of payments made for the cancelled trip, other than in the case of cancellations associated with a Force Majeure Event.

Where your trip is cancelled by the Company, we will not be liable for any costs associated with travel to and from the designated trip departure pick up point. For these and other reasons we strongly recommend that all guests obtain suitable travel insurance once your deposit payment is made.

9. MINIMUM NUMBERS

Guided group trips require minimum numbers to operate, and this varies from trip to trip. We may elect, at our discretion, to operate trips with small numbers. If numbers are particularly low, we may also elect to operate the trip with just one guide. We also reserve the right to nominate a small group surcharge where a trip has not reached minimum numbers or to cancel the trip. In the case of a trip cancellation owing to small numbers you will be given the option of:

- transferring to a replacement trip that complements your existing travel arrangements (subject to availability) or a later date convenient to both parties;
- a credit for the full value of the cancelled trip price already paid to be applied against a future booking departure that can be used within 24 months; or
- a full refund of payments made for the cancelled trip, other than in the case of cancellations associated with a Force Majeure Event.

You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from such cancellation including but not limited to visa, passport and vaccination charges, gear purchases or non-refundable flights and taxes.

+ PRE-TRIP ADVICE & RESPONSIBILITIES

10. TRAVEL INSURANCE

Park Trek strongly recommends that guests take out suitable travel insurance once your deposit payment is made. When selecting a travel insurance product, please ensure it provides cover against, at a minimum, any loss associated with personal accidents or injury, medical expenses, emergency repatriation and personal liability, cancellation for any reason including illness, bereavement, delayed flights, lost luggage and personal effects and events of Force Majeure.

11. INDEMNITY AND WAIVER OF LIABILITY

You hereby agree to indemnify and at all times hereafter keep indemnified and hold harmless the Company, its related entities and its and their officers, employees, guides, servants and agents or any of them (Indemnified Persons) from and against all costs, claims, actions, demands and liability whatsoever and howsoever arising from or in any way connected with any walk and your participation in such walk (including any transportation to or from the area in which the walk is to take place) including such costs, claims, actions, demands or statutory duty or otherwise on the part of the Indemnified Persons, and including any liability in respect of or related to my / our death, personal injury, or loss of or damage to any property owned or possessed by me / us, but excluding any liability which cannot be excluded by applicable laws. The Company holds the benefit of any rights accruing to the Indemnified Persons under this clause on trust for the Indemnified Persons, and you acknowledge and agree that the Company can enforce such rights in its own name or in the name of the Indemnified Persons as their trustee. All guests may also be required to sign and return an electronic or paper indemnity form prior to arrival or on the morning prior to departure of the trip. By this indemnity you also acknowledge and confirm that the Company has informed you of the most appropriate form of footwear for the trip you are undertaking, and that travel insurance has been strongly recommended to you by Park Trek. Please note on some tours we engage third party providers to undertake certain activities, in which case those third-party providers may also require our guests to sign a further indemnity prior to undertaking the relevant activity.

12. EVACUATIONS

In rare circumstances, due to injury or unforeseen illness, we may need to evacuate you from a remote part of a 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. As Australian legislation may in some circumstances prohibit domestic travel insurance providing any financial reimbursement for ambulance or air ambulance services, we 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.

13. FOOTWEAR AND ATTIRE

On all trips guests are required (at a minimum) to wear supportive walking shoes or hiking boots with firm treaded soles (sandshoes and similar footwear are not acceptable on any of our walks). New boots should be worn in prior to the commencement of the trip. Waterproof or water-resistant boots are recommended. It is otherwise your responsibility to bring suitable clothing for your trip and our suggested packing lists will help in this regard. 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 trip with inappropriate footwear or attire may result in forfeiting your trip without refund. If you are unsure whether your footwear and attire is suitable for your intended trip, please contact our reservations team for further advice.

14. HEALTH AND FITNESS REQUIREMENTS

Your safety is our priority. It is your responsibility to carefully read the Park Trek trip notes and supporting information on our website and ensure you have adequate fitness for the proposed walk. You must be fit enough to walk several days in a row, and several hours per day. The routes our walks take could include rough and uneven tracks, sand, wading through rivers or creeks, challenging ascents and descents, heavy rain, strong winds, and high or low temperatures. Some training and preparation work is required prior to departure. The more physically prepared you are the more you will enjoy your walk. We are of course happy to discuss health and fitness requirements and walk preparation. As a general rule, participants should be able to complete a 15-20 km day walk on varied terrain with a 7-10 kg day pack.

15. PRE-TRIP INFORMATION, MEDICAL FORMS AND DOCTORS' CERTIFICATES

To ensure maximum safety, comfort and enjoyment on your walk, guests must return to the Park Trek reservations team not later than 30 days prior to your walk's scheduled departure date all required guest details and information. Guests with a pre-existing medical condition, including allergies, are required to disclose it (and any relevant medical action plans e.g. for asthma, anaphylaxis, epilepsy or diabetes) on their booking form and may be required to supply a doctor's certificate or complete a confidential medical questionnaire. If you have any doubts or concerns or are 70 years of age or older, you should consult your General Practitioner (GP) before your trip to obtain a medical certificate confirming that you are in good physical condition and that there are no known ailments or pre-existing medical conditions likely to prevent you from completing your walk. Collecting this information assists us to ensure an enjoyable and trouble-free trip for all parties, as risks may be elevated by the remote location of our walks. A failure to comply with this clause may result in a non-refundable cancellation of your trip. The Company reserves the right in its absolute discretion to refuse a guest from participating in a trip on medical or fitness grounds, or to require evidence of a medical clearance form signed by a GP to allow a guest to participate in a trip.

16. DIETARY REQUIREMENTS AND ALLERGIES

Dietary requirements stating whether it is a food allergy, or a lifestyle, ethical or similar choice, must be clearly noted for all guests on the booking form. All allergies (food and non-food) must be listed on the booking form, stating the severity or grade (where known) of the allergy and whether you carry any medication or devices (e.g. EpiPens) for the allergy. You will be responsible for bringing sufficient medications and devices to treat your allergies if required. We will endeavour to cater to your needs and provide you with a good range of dietary options, but we do operate in remote locations which can be provisioned infrequently and can have limited options to meet specific dietary or allergy requirements. If your dietary requirements and allergies are not disclosed at least 30 days prior to the date of your departure we may be unable to cater to your needs. Should you need to cancel your trip because you have not disclosed dietary requirements or allergies in a timely manner, standard cancellation fees will apply (refer to clause 6 Cancellation by a Guest).

17. GUIDE AND GUEST RESPONSIBILITIES

All our trips are group trips and guests need to be conscious of how their actions may impact others. Our guides are experienced and mature people who take their responsibilities seriously. They are responsible for all aspects of the trip including group safety, enjoyment and satisfactory operation of the trip. They have authority to do whatever is necessary to achieve these objectives, including not allowing you to participate in specific walks or other activities for the overall safety and/or interests of the group. You agree to abide with the guides' decisions and directions.

It is your responsibility to behave sensibly on the trip and to not take risks. You should stay on marked trails or roads and take particular care to ensure you only use mobiles, cameras and other items when it is safe to do so. You acknowledge that you have the appropriate skills necessary to follow directions and you are responsible for your own conduct during the trip and agree to indemnify Park Trek against any consequent liabilities you may incur.

No guest should present for a tour if they are unwell or have symptoms that may impact their ability to complete the walk safely having regard to their own interests and those of fellow guests and guides. If upon pick up at our meeting location on day one you are displaying any symptoms of illness, our guides may make a determination as to whether you are fit and healthy, and appropriately equipped, to attend the tour.

Guides may choose to evacuate a guest off the tour if they have concerns about health or the ability of that guest to complete the walk safely having regard to their own interests and those of fellow guests and guides. In the event of the need to evacuate a guest from a tour, our team will reasonably assist in organising this (after having regard among other things to the interests of fellow trekkers and guides), however you will be responsible for any additional costs associated with the evacuation.

18. ENVIRONMENTAL SUSTAINABILITY AND CULTURAL RESPECT

Park Trek takes seriously its responsibilities for the groups we guide and the environmental and cultural landscapes within which we operate. We adhere to and implement minimal environmental impact approaches to every trip and ask for you to consider the cultural requests and values of certain areas. If you should experience Australian Indigenous art sites or cultural sites as part of your trip, we ask you to treat such sites with respect and to not reproduce or publish any media of these sites except with the express permission of the traditional owners themselves. You will generally be briefed about such responsibility's pre-departure, however prior knowledge and awareness is helpful.

+ EXCLUSION & LIMITATION OF LIABILITY

19. EXCLUSION OF LIABILITY

Guests acknowledge that walking, swimming and other activities in outdoor environments are potentially dangerous activities and guests are undertaking such activities at their own risk. Guests also acknowledge and agree that they undertake such activities, voluntarily and absolutely at their own risk and with a full appreciation of the nature and extent of all risks involved in those activities. Guests acknowledge that the Company is supplying them with recreational services (i.e. services that consist of participating 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 that is undertaken for the purposes of recreation, enjoyment or leisure) for the purposes of applicable laws.

Guests agree to the fullest extent permitted by law to 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 or other associated activity 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 binds all guests and their legal personal representatives.

20. 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 booking terms and conditions to be void.

Except to the extent set out above in clause 19 Exclusion of Liability, and to the extent permitted by law, the Company excludes all:

- a) statutory liability;
- b) tortious liability (including negligence);
- c) conditions and warranties implied by custom, the general law or statute; and
- d) 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 booking 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 booking 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 booking terms and conditions.

+ OTHER MATTERS

21. ISSUES OR COMPLAINTS

We want to provide you with an enjoyable trip, however things may sometimes go wrong. We want any issues addressed as quickly as possible. If you have an issue during your trip, please advise your guide or the accommodation provider immediately. They will seek to resolve it so you can enjoy your trip. If the issue cannot be resolved, please contact the Park Trek office by phone or email.

22. CONTACT WITH US

By placing a booking with Park Trek you have agreed to have contact from us. This is the most effective way for us to deliver what we do. We will send limited communications explaining what's going on regarding your trip and tour options generally. If you do not wish to have this contact, please let us know. Alternatively, you will always have the option to unsubscribe later.

23. JURISDICTION

This agreement and the rights and responsibilities of the parties will be construed and take effect in accordance with and be governed by the laws of Victoria.

24. IMAGES

You consent to us using any images taken of you during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty free, worldwide, irrevocable licence to use such images for publicity and promotional purposes. If you do not consent to have images of you used in this manner you must notify us in writing to that effect.

25. ACKNOWLEDGEMENT

By booking with Park Trek, guests acknowledge and agree Park Trek has relied on representations by you, including in respect of your circumstances, travel insurance availability, age and medical condition and that the representations you have made are true, correct and complete in every respect.

26. SEVERABILITY

If any term or condition in these booking terms and conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, such term or condition shall be deemed to be severed from our contract with you or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

27. PRIVATE AND PERSONAL INFORMATION

Any personal information that we collect about you will be handled in accordance with our Privacy Policy and may be used for any purpose associated with the operation of a trip. In making a booking you consent to your information being passed on to the relevant persons such as our agents, service providers or other suppliers to enable us to operate the trip or, if permitted by any relevant Spam laws, to send you marketing material in relation to our events and special offers.

28. PROMOTIONS, CREDIT VOUCHERS & GIFT CARDS

- a) From time to time, we may offer discounts or run promotions and special offers (e.g. early explorer or private group discounts) (**Promotions**) subject to both these booking terms and conditions and any additional promotion-specific terms that are incorporated into these booking

terms and conditions by reference. You should ensure that you read the specific terms and conditions that apply to each Promotion. We reserve the right to cancel or change any Promotion at any time in our discretion. By purchasing a trip on a promotional basis, you agree and accept the terms and conditions of that Promotion. If there are any inconsistencies between these booking terms and conditions and the Promotion's terms and conditions, the Promotion's terms and conditions apply to your booking. Please note videos and images on our website may vary from current tour itineraries. Please note all Promotions cannot be combined (so for instance a past customer discount cannot be added to another Promotion) and specifically exclude gift cards and tours operated via third parties (e.g. our Bibbulmun, Larapinta and Flinders Ranges with Camels tours).

- b) If for any reason Park Trek provides you with a credit voucher, that credit voucher cannot be used in combination with any other Promotion and no further credits or discounts will apply. Further, any credit voucher issued will expire and be void of any value if you do not proceed with the walk to which it has been applied unless this is due to Park Trek cancelling the relevant walk.
- c) On any given booking you can only redeem the value of one gift card against the balance of the purchase price payable for the relevant walk. Further, the value of any gift card cannot be used in combination with any other Promotion.
- d) For the avoidance of doubt private group bookings (including charity and corporate groups) are priced on a total group basis and individual participants cannot redeem the benefits of any credit vouchers, gift cards, Promotions or other discounts.

29. BOOKINGS THROUGH AGENTS AND/OR THIRD PARTIES

- a) Where an agent or third-party books a walk on behalf of you or a guest, the terms and conditions of that booking will unless otherwise agreed in writing be as set out above except in so far as that agent or third-party may be entitled to a commission on the sale as agreed with Park Trek (such commission to be reduced by 50% if the relevant sale is discounted on account of a Promotion).
- b) If you book through an agent or third-party, you should speak directly with them to ensure you understand how (if at all) their booking terms and conditions differ from those set out above.

30. CHARITY & FUNDRAISING WALKS

The following provisions apply specifically to charity walks in place of any applicable provision above:

- a) To reserve your place on one of our charity walks, you must:
 - i. Complete and submit the Booking Form; and
 - ii. Pay a non-refundable deposit and registration fee of A\$300

The balance of the charity walk price (the total price payable per person less the previously paid non-refundable deposit of A\$300) is due and payable 90 days prior to the relevant departure date.

- b) Eligibility to take part in a charity walk is contingent upon your commitment to raise the prescribed minimum fundraising target prior to the walk (as set out in the relevant charity walk's information memorandum). In consultation with the relevant charity, Park Trek may determine that your place on the relevant charity walk is forfeited (together with any payments made to Park Trek or any donations made to the charity) if you cannot demonstrate having met or being likely to meet or exceed the agreed fundraising milestones at least 4 weeks prior to the departure date.
- c) If you wish to cancel your tour, you must notify Park Trek in writing. Once Park Trek receives your notice, cancellation will take effect subject to the following:
 - i. If your notice to cancel is received more than 90 days prior to your original departure date, you forfeit your non-refundable deposit and registration fee of \$300; and
 - ii. If your notice to cancel is received less than 90 days prior to your original departure date, no refund is available.

The tour price is quoted as a package. No partial refunds or credits will be given for services not used. Any amount forfeited, which has not then been paid to Park Trek by you, may be received from you by Park Trek as a debt due and payable.



31. 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 practically impossible.

(These booking terms and conditions apply to all bookings made on or after Friday 12 December 2025).