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*HIKE WITH MAREE*

*TERMS AND CONDITIONS – PLEASE PRINT, READ AND SIGN*

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Please read the following terms and conditions carefully, particularly in relation to our role as facilitator only. In completing and submitting the Booking Form at “Hike with Maree” you agree to be bound by these conditions which constitute the agreement between PJ AND ME BRENNAN trading as “Hike with Maree”,

(“Hike with Maree” we, us) and yourself. In these Terms and conditions, “Hike with Maree” means our staff, guides, officers, employees, agents and licensees, including any Guides to whom we subcontract duties under these Terms and Conditions.

#### Booking Terms and Conditions

##### 1. Definitions

Guide means an individual engaged by “Hike with Maree” to act as guide throughout a Facilitated Trip, specifics of which are set out in clause 11.

Trek Services means the supply of a Guide to provide their expertise in navigating the Facilitated Trip, and any associated supplies, documentation or items as agreed, in exchange for the fees charged by “Hike with Maree”.

##### 2. Guide Services

- “Hike with Maree” engages Guides who accompany travellers on their ‘trekking’ journey in Australia. In providing the Guiding Services, “Hike with Maree” acts as a ‘facilitator’ – connecting a number of independent travellers wishing to ‘trek’ in the same or similar location and assigning a Guide to accompany them (a Facilitated Trip). If all independent travellers agree, the Guide may also make recommendations to the travellers on their trek, including recommendations in relation to other experiences and engagements which they may be involved in as incidental to the Facilitated Trip.
- As an independent traveller, you wish to have the benefit of the Trek Services on your next journey. You agree to engage in a Facilitated Trip with other independent travellers and a Guide under the terms of this Agreement.

### 3. Prices, Fees and Payments – In Australian dollar

- All prices are subject to availability and can be withdrawn or varied by us without notice. The price is only guaranteed when paid in full. Prices quoted on the website are subject to change without notice and at our complete discretion. Price changes may be due to matters outside our control, including currency fluctuations, fuel surcharges, taxes and transport and supplier increases. Please contact “Hike with Maree” for up-to-date prices. All prices are inclusive of GST unless otherwise stated.

No Smokers or vapours are permitted to join. Males and Females Welcome. Ages 18 to 70 welcome but no older. Kids 14 to 17 accompanied by a parent may come.

**“By clicking and paying, you automatically agree to the terms and conditions of this cancellation policy.”**

- You must notify us of cancellations and changes to bookings in writing and as soon as possible. We recommend you take *out travel insurance at the time of booking* to cover any unforeseen cancellation. Additionally:
    - *Cancellation one hundred and forty-one days plus longer/higher will incur a cancellation fee of twenty percent of the total amount of the trip;*
    - *Cancellation later than one hundred and forty days to ninety-one days prior to travel will incur a cancellation fee be fifty percent.*
    - *Last ninety days – no refund (Grab Travel insurance for 100% refunds if you choose to)*
- \*No REFUNDS AT ALL will be given until 100% of hired gear is returned unharmed to HIKE WITH MAREE’S office.
- I receive payments via BPAY, your booking will not be considered reserved until the Full amount has been received.

All three documents’ “Terms and Conditions”, “Waiver” and “Medical Fitness Questions” must be printed, filled out, signed with a pen. Posted in the Australian Post to “HIKE WITH MAREE 10685 Mount Moffatt Road, MITCHELL QLD 4465”. You must obtain an Australian Post Tracking number to ensure the paperwork reaches its destination. This is your responsibility as an adult to do this paperwork on the day of booking in with HIKE WITH MAREE. If Sixty years old, or older; a medical certificate printed and signed with a PEN from you GP Needs to be attached with the above. This is your responsibility and no one else’s.

\*Pack List compulsory items – Gaiters to knee, hiking poles, water bladder, sun shirt with long sleeves, -10 sleeping bag, Mattress with R-Value between 4-8. Turning up without the

**above items will lead to you departing the hike before it begins. If Items are optional on the list, you will see OPT; written beside it. Otherwise, all items are compulsory on the tick list.**

**HIKING SCHEDULE- Hike with Maree's Schedule is set around our slowest group we have ever had in history. If you hold the whole groups pace up for more than 45 minutes over our scheduled times that are set, due to you choosing to not train correctly and totally ignoring HIKE WITH MAREE'S training tips and advice. The consequences are – Guides will be organising your Evacuation at West Branch at your expense.**

- Our Facilitated Trip's require a minimum of eight hikers for guaranteed departure unless minimum group size specifically states otherwise. We may also decide at our discretion, where safe and responsible to do so, to operate trips with smaller numbers than this and to operate with only one guide.
- In the event of a Force Majeure, there is a choice of choosing a second date or a full refund. Your funds will be deposited in your chosen bank account as a full refund, OR leave it where it is Your travel credit may be used on any Hike With Maree departure for up to 24 months from your original date of departure. A "Force Majeure Event" includes but is not limited to, acts of God, fire, earthquake, flood, windstorm or other extreme weather events, war, civil commotion, riot, blockade or embargo, breakdown, union dispute, epidemic, pandemic, COVID, 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.

#### 4. Travel

- We may manage bookings for the Facilitated Trips as part of the guide Services, however:
  - Our management of bookings does not constitute an agency relationship;
  - While we may provide you details for third party travel partners, including airlines, transport and accommodation companies, we take no responsibility for, and you indemnify us against, any issues, delays, breaches or claims by or against third party travel providers;
  - You are responsible for any costs associated with joining a Facilitated Trip if

your flight experiences delays or otherwise and does not arrive in time for the arranged group departure; and

▪ You acknowledge and understand that our obligations under this Agreement, subject to any exclusions or limitations, only extend to Trek Services expressly set out in this Agreement or in writing elsewhere.

• We may act as an agent for third-party service travel providers (Providers) in some locations from time to time. Bookings made with Providers represent a contractual relationship between you and that Provider, and will be subject to their terms and conditions. You acknowledge and agree that we have no control over Providers and offer no guarantees regarding same. Where a Provider breaches their obligations, you:

- acknowledge that your sole remedy is against the Provider;
- warrant that you will bring no claim or action against us which involve a Provider; and
- indemnify us against any and all claims or liability in relation to that Provider.

## 5. Insurance

• Travel insurance is **Not** compulsory, But if you wish to recover 100% of funds in the event you may wish to pull out, we highly recommend you grabbing insurance with Covermore.

• You acknowledge that you understand the activities freely, voluntary and absolutely at your own risk and with Full appetite of activities, This Waiver shall bind you and your heirs, assigns, executives and administrators and legal representatives and you acknowledge you have read and understood this waiver.

• If our liability under this Agreement cannot be lawfully excluded, to the maximum extent permitted by law, our liability for breach of any condition under applicable consumer law is limited:

• in the case of goods, to (at our option) the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired.

• in the case of services, to (at our option) the supplying of the services again; or the payment

of the cost of having the services supplied again.

#### 7. Special Requirements

Where the Facilitated Trip includes our Guides arranging food or other necessities, you must liaise with “Hike with Maree” regarding any special requirements you may have (such as special dietary requests). Where we cannot accommodate a request, we will inform you of same.

#### 8. Passports & Visas (If travelling from Overseas to Australia)

It is your responsibility to ensure that you have valid passports, visas and re-entry permits. You indemnify and hold us harmless for any fines, penalties, payments or expenditures incurred as a result of your travel documents not meeting the requirements, and any measure we take in response. You acknowledge that you must have a valid passport for international travel and that many countries require at least 6 months validity from the date of return. If you need information regarding visa and other travel document requirements for your trip please contact us. We may assist in obtaining information from an external visa advisory service provider on your behalf, but do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it.

#### 9. Travel Advice

Should you require travel advice, you agree that you will contact the Department of Foreign Affairs and Trade or visit their website.

#### 10. Health and Fitness

- You must ensure that you are aware of any health requirements for your trip and that you carry all necessary vaccination documentation. You acknowledge that you must also:
  - be in good health and physical condition for your chosen trip;
  - complete any documentation we request as part of the Facilitated Trip, which will may include providing information on your physical health and current physical activity levels; and
  - Pay for any and all medical evaluation fees necessary in proving your fitness.
- We may require that you provide us with a Doctors Certificate clearing you to participate in a Facilitated Trip. The trek we are assisting you to organise may take place in remote areas where there is little or no access to normal medical service or hospital facilities. If you require evacuation, it can be prolonged, difficult and

expensive. You acknowledge and agree that all medical and evacuation expenses will be your responsibility, and that we may refuse to provide Trek Services on any Facilitated Trip on medical or fitness grounds.

## 11. Guides

- Maree and Fiona will be your guide or guides for the purposes of providing the Trek Services (Guide) on a Facilitated Trip. You acknowledge and agree that the Guide:

- is not as a supervisor, leader or 'responsible' for you in any way;

- is responsible only for providing guidance and advice to you as part of the Trek Services, which may include details about walking trails, reserved accommodation and camping sites;

- may cease providing the Trek Services to you if, in their absolute discretion, they believe:

- you should not participate in the trek due to health and fitness.

\*Evacuation at Westbranch due to ignoring the training and fitness to the lead up of the hike at your expense,

\*If you are becoming a large burden to the guides and whole groups health and wellness. Keeping everyone out on track longer than the scheduled times arrival to camp.

reasons;

- you have committed an illegal act;

- your behaviour is causing or likely to cause danger, distress or annoyance to others; or

- there is any other reason for which you should no longer receive the Trek Services; and

- may recommend changing, at any time and in their complete discretion, the itinerary of the Facilitated Trip if circumstances make that necessary for safety of any independent traveller or any other relevant reason.

- You acknowledge and agree that:

- voluntarily submitting yourself to the guidance of the Guide will be the most desirable and safest way to participate in the Facilitated Trip;
- you will voluntarily submit yourself to the guidance of the Guide when a Facilitated Trip has commenced; and
- where a Guide resolves to cease providing Trek Services, you will discontinue your engagement with the Facilitated Trip and you will not be entitled to any refund for the Trek Services.

- We reserve the right to change the Guide providing the Trek Services at any time.

## 12. Privacy Policy

How we use, store and deal with your personal data, included any personal data provided under this agreement, is governed by our Privacy Policy as amended from time to time.

## 13. Acknowledgement of Risk

- By voluntarily participating in the Facilitated Trip and receiving the Trek Services, you acknowledge that:
  - you may be exposed to hazards and risks that could lead to injury, illness or death, or to loss of, or damage to your property;
  - if you are injured, you may be in a location or circumstance where evacuation for medical treatment may take hours;
  - in many locations where Facilitated Trips take place, standards of accommodation, transport, health care, hygiene, safety and service provision generally may not be as high as those standards in your country of residence; and
  - you may be subject to natural disasters, acts of god, acts of war, adverse weather or many other types of unforeseen and extreme events.
- You agree that you are solely responsible for your safety when participating in a Facilitated Trip, and you are not relying on any aid, instruction, medical expertise or other assistance from or a Guide with “Hike with Maree” , save that set out in clause 11. You warrant and agree that you will take all actions necessary to minimise any risk and chance of injury, including by ensuring that:

- All parts of the Facilitated Trip are within your recognized capabilities;

- You carry the recommended water, food and equipment as indicated on any “Hike with Maree” documentation and the verbal daily briefing given by the Guide;
- You advise the Guide if you are taking any medication or have any physical or other limitation that might affect your participation in a Facilitated Trip;
- You ensure that if you are taking any medication, you have more than a sufficient supply in all circumstances;
  
- You make every effort to remain with the rest of the party during any Facilitated Trip;
- You advise the Guide immediately of any concerns you are having during a Facilitated Trip;
- If you become unwell, you notify a Guide.

#### 14. Private Groups

- Where the Facilitated Trip is for a private group, a minimum of eight hikers are required

#### 15. General

- Photo’s and Video Consent to use for advertising purposes.

This agreement means you Consent to Hike with Maree ME PJ Brennan, using any Photo’s and Video’s taken while on trek; to use for advertising purposes on social media platforms.

- This agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this agreement other than those expressly stated in it or necessarily implied by statute.
- This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Queensland, Australia, and the parties submit exclusively to that jurisdiction.
- Each provision of this agreement is separate and severable. No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon

it under this agreement will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this agreement.

- “Hike with Maree” is an independent contractor and nothing in this agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between us and you.
- This agreement may be signed by e-signature, and both parties agree to accept electronic transmissions in accordance with the terms of the Electronic Transactions Act (Queensland) 2001 (Qld).

• Signed as an Agreement between PJ AND ME BRENNAN abn32406109771

Hike With Maree Pty Ltd

By signing the agreement, you acknowledge that you have read and understood the contents and consent to be bound by the terms here in,

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_