

BOOKING TERMS & CONDITIONS

Please read carefully through these Terms and Conditions and the Kate Auld PT Waiver, which appears at the end of these Terms and Conditions, before making a booking with Kate Auld PT (also referred to as “kaPT”). In completing and sending a booking form for your trip to us you agree to these Terms and Conditions and the terms and conditions in the Kate Auld PT Waiver that you will need to sign and return to kaPT before your trip departs. These Terms and Conditions and the kaPT Waiver form the agreement between you and kaPT and are referred to in these Terms and Conditions as the Agreement.

When we send you a booking confirmation email and invoice, this means your place on the trip chosen by you has been reserved. In order to fully secure your place on the trip, you will need to comply with all of your obligations under this Agreement.

The services to be provided by Kate Auld PT are those referred to in your booking confirmation email and invoice.

We have endeavoured to present our terms and conditions in the simplest manner possible. If you have any further questions, please do not hesitate to contact us.

Changes To The Agreement

We may amend the terms and conditions of the Agreement at any time by notice to you or by means of a notice on www.kateauld.com. Except in the case of minor changes that do not affect your rights, we will provide at least 30 days’ notice before the amendment becomes effective.

Adventure Bookings

To take part in a Kate Auld PT Adventure, you need to book via our website, complete all required fields for personal information including any medical information and personal details and agree to the terms and conditions of this Agreement.

In order for us to confirm your travel arrangements, you must provide all requested details and pay a non-refundable deposit for your trip. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, confirmation of valid visa and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

Adventure Prices

Adventure prices range depending on the trip you have booked. These prices represent the most current prices per person and are subject to minimum numbers for

each trip. Kate Auld PT tries its best not to increase trip prices, however, due to bookings of accommodation, prices may need to change with logistics, time of year of the trip and other planning matters. Kate Auld PT reserves the right to amend our trip prices at any time if a third party charges us an increase.

Payment

If we accept your booking we will issue a confirmation email of your deposit paid. Please refer to your booking confirmation email for details regarding final payments. Payment of the balance of the trip price is due at least 70 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

Insurance

Travel insurance is mandatory for all our travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of AU\$200,000 for each of the categories of cover. We also strongly recommend it cover cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your itinerary, as you will not be able to join the trip without it.

Age

Minimum Age: The minimum age is 18.

Maximum Age: For the majority of our adventures we have no upper age limit although we remind you that our adventures can be physically demanding and women must ensure that they are suitably fit to allow full participation. Whilst we may provide details on mandatory health requirements, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

Acceptance Of Risk

When you book an adventure with Kate Auld PT, you agree that you understand Kate Auld PT Adventures operate in unpredictable outdoor environments. As a participant, you agree to accept the inherent risks and dangers associated with any activity in which you participate with Kate Auld PT and the accompanying of injury, death or property loss or damage. You must at all times, notify your trip leader if you feel unwell or are injured so Kate Auld PT can take appropriate action to care for you.

Illness Or Injury

If You are prevented from attending an adventure as a result of illness, the death of an immediate family member, jury service, or other reason beyond your control which we consider significant, we will agree to your booking being transferred to another person who satisfies all the conditions applicable to the adventure, provided that:

- You and the other person accept liability for full payment of the trip price and any additional costs arising from the transfer; and
- You give us at least 30 days written notice of the proposed change.

If the above conditions are not met then cancellation from illness/injury will apply. Please note charges and fees may apply.

If illness or injury prevents you from attending an adventure and you wish to cancel your booking, Kate Auld PT requires a satisfactory medical certificate and written notice to complete the cancellation.

Adventure Cancellation Policy:

If you cancel some or all portions of your adventure, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel:

- 60 days or more prior to the departure date, we will retain the deposit;
- Between 30 and 59 days prior to the departure date, we will retain the deposit or 50% of the total booking cost; whichever is greater; or
- 30 days or less, prior to the departure date; we will retain 100% paid by you in connection with the booking.

If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a trip, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees that may be levied by accommodation providers, travel agents or third party tour and transport operators.

Cancellation By Us

We may cancel an adventure at any time, by giving you written notice, up to 60 days before the departure date, subject to weather, injury and environmental hazards in the area.

We may cancel an adventure at any time prior to the departure date if, due to terrorism, natural disasters, political instability or other external events it is not viable or safe for us to operate the planned itinerary. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be given less any unrecoverable costs. We are not responsible for any incidental expenses that you may

have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but you agree that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

Authority On Your Adventure

A group leader runs our group adventures. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future adventures booked. You must at all times comply with the laws, customs, and drug and alcohol regulations on the trip.

Acceptance Of Risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

Limitation Of Liability

We contract with a network of companies, government agencies and individuals to assist in the running of our adventures as agent for these third parties. We are not responsible for the acts and omissions of these third parties nor, to the extent permitted by law, are we liable for any liabilities, damages, losses, and expenses, whether direct or indirect, you suffer as the result of the acts or omissions of our third party service providers.

To the fullest extent permitted by law:

- Any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your making a

booking with us, participation in a trip, or any breach of the Agreement, is excluded;

- You release Kate Auld PT and its officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us and them arising out of or in connection with your making a booking, participation in a trip or breach of the Agreement; and
- Any guarantee, condition or warranty that would otherwise be implied by law into this Agreement, is excluded.

To the extent a guarantee, condition or warranty cannot be excluded, our liability in respect of the guarantee, condition or warranty, is limited (in our absolute discretion to): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

Waiver Forms

On all Kate Auld PT adventures you will be required to sign a waiver form before you depart on your trip. Ideally you will have done this when you sent your booking form to us, or when you made final payment. Failure to sign or properly complete the Kate Auld PT Waiver may result in you being unable to start the trip with the cancellation consequences outlined above.

If there is a change in any of the information you have supplied when you made a booking, including on the Kate Auld PT Waiver, you must notify us immediately. Depending on the activities in your chosen trip, you may also be required to sign a waiver by one of our third party service providers. Failure to sign or properly complete such a waiver may result in you being unable to start the trip or take part in that day's activities. We will not be liable for any expenses you have incurred.

Privacy

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the adventure. We will otherwise treat your details in accordance with our privacy policy.

Claims Or Complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

Indemnity

You agree to defend, indemnify, and hold Kate Auld PT, its leaders, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the trip and services or your breach of the Agreement.

General Provisions

The law of New South Wales governs the Agreement and the parties submit to the jurisdiction of the laws of that state.

If part or all of any of the Agreement is illegal or unenforceable it will be severed from the Agreement and will not affect the continued operation of the remaining provisions of the Agreement.

These terms and conditions and the Kate Auld PT Waiver constitute the entire agreement between the parties and supersede all other agreements, representations or understandings between the parties.

Company Details

Kate Auld PT

PO Box 31, Lennox Head NSW 2478 AUSTRALIA

0409 588 432

ABN 69 399 872 501



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While most personal medical issues do not preclude trip participation, unexpected conditions in remote destinations with limited medical facilities and means of rapid evacuation may make participation inadvisable for some. In order for Kate Auld PT to offer advice in this respect, please accurately and completely list below any personal health or medical issues.

ACTIVITY: NZ Rail Trail Adventure **TODAY'S DATE:** _____

PERSONAL DETAILS:

First Name: _____ Last Name: _____

Date of Birth: _____

EMERGENCY CONTACT INFORMATION:

Full Name: _____ Mobile: _____

Relationship To You: _____ Home Phone: _____

MEDICAL HISTORY:

Current Physical Condition: (please tick one of the four options below)

Excellent! Good Feeling Average I'm not well today

Any Known Allergies? (please list) _____

Do You Carry Any Medication? (please list drug name and purpose) _____

Do You Have Asthma? (please circle) YES / NO **Do You Carry An Inhaler?** YES / NO

Do You Carry An EpiPen? (please circle) YES / NO

RISK WARNING AND PARTICIPANT'S WAIVER, RELEASE & INDEMNITY CONCERNING DANGEROUS RECREATIONAL ACTIVITIES.

This is a legal document that affects your rights. Please read the entire document carefully. If you do not understand something please ask us to explain it before you sign.

- This form must be read in full and signed by the participant and signed by the witness.
- Participants will not be allowed to participate in the Activity without this form being properly completed.

In consideration of the provision of services by Kate Auld PT, their directors, leaders, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (together referred to as “kaPT”), you agree to release, indemnify, and discharge kaPT, in accordance with the terms of this agreement.

RISK WARNING

a) The Activity undertaken entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to you, your property, or to third parties. Such risks cannot be eliminated without jeopardising the essential qualities of the activity.

b) The Activity may be physically demanding.

c) The Activity may involve exposure to the natural elements and extreme weather and other circumstances or take place in remote, harsh & unpredictable environments over which kaPT has no control.

d) Risks arise because the Activity takes place in the natural environment including on uneven bush tracks, paths, in and around water, cliffs, rock formations, and/or along beaches and headlands (in all weather conditions), and/or in man-made environments including ice surfaces and/or open-air-platform trains. The Activity may take place during the day and night and/or in dark conditions requiring torchlight. Inherent risks arise from various causes including but not limited to walking or running on uneven, steep, rocky/sandy or ice surfaces and cycling under adverse weather conditions. You must carry your own luggage.

e) There are also risks that access to medical, evacuation or search services might be slow and of damage to, or loss of, your personal property.

RISK WAIVER

To the extent permitted by law, you agree that your right to sue kaPT because the recreational services or recreational activities provided to you by kaPT were not in accordance with statutory guarantees, is excluded, restricted or modified as set out below.

You agree that kaPT’s liability in relation to or resulting from the provision of the recreational services and recreational activities, is excluded, for:

- a) Death;
- b) A physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c) The contraction, aggravation or acceleration of a disease;
- d) The coming into existence, the aggravation, acceleration or recurrence of any

other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

- i. That is or may be harmful or disadvantageous to you or the community; or
- ii. That may result in harm or disadvantage to you or the community,

And the application of any express, imposed or implied terms that any services will be provided with due care and skill is also excluded.

If kaPT's liability cannot be so limited because of the operation of law, then the liability of kaPT for breach of guarantees or warranties is limited, at kaPT's option, to:

- i. The resupply of the recreational services or recreational activities; or
- ii. The payment of the cost of having the recreational services or recreational activities supplied again.

RELEASE AND INDEMNITY

To the extent permitted by law, you release and hold harmless kaPT from and against any liability arising out of any injury, loss, damage or death caused to you or your property or any other person arising from or in connection with your participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the gross negligence of kaPT.

You agree to indemnify and keep indemnified and hold harmless kaPT from any and all claims, demands, or causes of action, which are in any way connected, either directly or indirectly, with your participation in the Activity or your use of kaPT's equipment or facilities, including any such claims that allege negligent acts of or omissions by kaPT.

YOUR FURTHER AGREEMENT

As a condition of participation in the Activity you agree that:

1. You are the participant being supplied with a recreational service by kaPT;
2. The Activity is a dangerous recreational activity, which involves a significant risk of physical harm;
3. You may be injured or killed in performing the Activity;
4. You will follow the instructions and directions given by kaPT leaders, guides or employees and comply with all rules and directions made or given by kaPT in connection with the Activity;
5. Your personal property may be lost, damaged or destroyed in performing the Activity;
6. Other people may cause you injury or may damage your property in the course of performing the Activity;
7. You may cause injury to other persons or damage their property in performing the Activity;
8. The natural conditions in which the Activity is conducted may vary without warning;

9. Although there are the significant risks of physical harm and injury inherent and obvious in the Activity, some of which are noted in this agreement, you agree to participate in the Activity at your own risk;
10. You agree to report all accidents, injuries or loss or damage sustained by you to kaPT before you leave the site where the Activity is performed.

You agree that you have adequate insurance to cover any injury or damage you may cause or suffer while participating in the Activity. You agree to bear the costs of such injury or damage.

You warrant that you:

- a) Are physically fit and able to undertake and participate in the Activity, and a medical professional has not advised you otherwise;
- b) Are not a danger to yourself or to the health and safety of others; and
- c) Have no medical or physical conditions that would interfere with your safety in the Activity and you are willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

GENERAL

You consent to photographs and electronic images being taken of you during the Activity and those photographs and electronic images are owned by the kaPT who may use the photographs for promotional or other purposes without your further consent being necessary.

The law of New South Wales governs this agreement and the parties submit to the jurisdiction of the laws of that state.

If part or all of any of this agreement is illegal or unenforceable it will be severed from this agreement and will not affect the continued operation of the remaining provisions of this agreement.

This Waiver and the Booking Terms and Conditions constitute the entire agreement between the parties in respect to of the Activity and supersede all other agreements, representations or understandings between the parties.

By signing this document, you agree that if anyone is hurt or killed or property is damaged during my participation in the Activity, you may be found by a court of law to have waived my right to maintain a lawsuit against kaPT on the basis of any claim from which you have released them.

DECLARATION

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Full Name: _____

Date of Birth: _____

Phone: _____

Signature: _____ Date: _____

Full Name of Witness: _____

Witness Signature: _____ Date: _____