



Cherie Horne Adventure Trekking



Cherie Horne Adventure Trekking Terms & Conditions

Please read carefully these terms and conditions of contract. In completing and submitting the Online Booking Form, you agree to be bound by these conditions which constitute the agreement between Cherie Horne Adventure Trekking and you. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by Cherie Horne Adventure Trekking.

All bookings are made with FBI Travel for Cherie Horne trading as Cherie Horne Adventure Trekking
 Australian Business Number: ABN: 94 262 087 373 and FBI Travel: ABN: 71153266885

Owner Operator: Cherie Horne. **Managing Travel Agent:** Freeway Balaclava Travel trading as FBI Travel, 80 Kooyong Rd Nth Caulfield 3163.

(1) HOW TO BOOK

To reserve your place on one of the treks ("trek" and "tour" are synonymous terms), you should complete the Online Booking Form along with a non-refundable deposit of USD \$800 per person per trip to FBI Travel. If you prefer to reserve your place on one of the treks in person you can visit FBI Travel directly at: 80 Kooyong Rd Nth Caulfield, 3163.

(2) PAYMENT

The prices quoted in Cherie Horne Adventure Trekking trip notes or on www.cheriehorne.com or www.fbitravel.com.au is for payment by cash or direct debit. Trek prices are subject to minimum numbers. A supplement ("supplement" means an additional amount decreed by Cherie Horne Adventure Trekking to supplement low attendance numbers) may apply for trips below minimum numbers. The balance of the trek price is payable to FBI Travel for Cherie Horne Adventure Trekking **80 days prior to departure**. Prices are quoted in American dollars. If payment of the balance of the tour price is not received by the required time you will be taken as having cancelled the trek and cancellation charges in accordance with condition 5 will apply. If a supplement is not deemed suitable your full deposit will be transferred to the next trek scheduled by Cherie Horne Adventure Trekking or refunded as deemed appropriate by FBI Travel for Cherie Horne. Any additional payment of total trek price will be refunded or added to the balance of the next scheduled trek.

(3) AMENDMENTS

If you wish to make amendments ("amendments" means changes or additions to your trek) to your trek arrangements, you must notify Cherie Horne Adventure Trekking in writing or FBI Travel at least 1 month before the departure date. Each amendment to your tour arrangements will incur a \$110 AUD administration fee and you will be liable for any increase in operational expenses occasioned by the amendment. All administration fees must be paid before departure. All amendments are subject to practicality and solely at Cherie Horne's discretion.

(4) TRANSFERS

("Transfer" means transferring from one Trek to another) If you wish to transfer from one trek to another, you must notify Cherie Horne Adventure Trekking in writing at least 1 month before the departure date. Once Cherie Horne Adventure Trekking receives your written notice the transfer will take effect subject to the following:

Transfers may only be made to another trek to commence within 12 months of your original departure date and the following transfer charges will apply: If your notice is received more than 80 days prior to your original departure date a \$220 AUD transfer fee will apply. In addition, any operational services will be payable by you; or

If your notice is received within 80 days prior to your original departure date 50% of your original trek price will be forfeited provided your notice is received at least 40 days prior to your original date otherwise 100% of your trek price will be forfeited. If no payment has been made your non-refundable

deposit will be transferred to the next scheduled trek advertised by Cherie Horne Adventure Trekking. This trek will also be subject to sufficient minimum numbers. All transfers are subject to practicality and solely at Cherie Horne's discretion.

(5) CANCELLATIONS

If you wish to cancel your trek, you must notify FBI Travel or Cherie Horne Adventure Trekking in writing. Once FBI Travel or Cherie Horne Adventure Trekking receives your notice, cancellation will take effect subject to the following:

- If cancellation takes place more than 80 days prior to your departure date your full deposit will be forfeited. Any additional payment of total trek price will be fully refunded less reasonable administration costs.
- If cancellation takes place between 80- 40 days prior to your departure date 50% of the trek price will be forfeited including your full deposit.
- If cancellation takes place less than 30 days prior to your departure date 100% of the trek price including your full deposit will be forfeited.

(6) TREK PRICES

Package prices are based on ground costs, fuel prices, airfares, exchange rates and assumptions made at the time of printing the brochure. Cherie Horne Adventure Trekking tries its utmost not to increase trek prices, however sometimes increases are outside its control. The most current prices will be listed at www.cheriehorne.com so visit the website before booking. FBI Travel acting for and with Cherie Horne Adventure Trekking reserves the right to amend trek prices without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in trek prices must be paid prior to the departure date.

(7) EXCLUSIONS FROM TREK PRICE

Without limitation, the following items are excluded from the trek price:

- Personal travel insurance;
- International flights
- Visa, passport and vaccination charges;
- Departure, airport and airline taxes;
- Extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, postage, personal clothing, medical expenses & items of a personal nature; emergency evacuation and/or emergency search charges;
- Additional expenses caused by delay, accidents or disruption of planned itineraries; (it is mandatory that all participants obtain approved personal travel insurance for the full duration of the trek and a copy has been submitted to Cherie Horne Adventure Trekking for approval prior to trek departure)
- Tips, onboard beverages and excess baggage charges. Refer to the trek notes for full details.

- It is your responsibility to pay for all items listed above and under no circumstances is Cherie Horne Adventure Trekking liable for such expenses. You are responsible for payment of these items and a valid and active credit card authority shall be provided to Cherie Horne Adventure Trekking to pay for any these and any unpaid costs or disbursements you incur or incurred on your behalf.

(8) ASSUMPTION OF RISK

You acknowledge and agree that:

- By the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;
- In the countries and regions in which adventure travel/trekking is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- Operational control of the trek may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Cherie Horne Adventure Trekking.
- The additional dangers and risks associated with adventure travel/trekking may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- The enjoyment and excitement of adventure travel/trekking is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure trek, and
- You have submitted your booking for the trek after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself with that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure trek and the accompanying risk of injury, death or property damage or loss.

(9) MEDICAL RISK

You declare and warrant that:

- You are in good health and mental and physical fitness at the time of booking this trek;
- You have disclosed to Cherie Horne Adventure Trekking (in the medical declaration form) every matter concerning your health including mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Cherie Horne Adventure Trekking's decision to permit you to go on the adventure trek; (if Cherie Horne Adventure Trekking and consultant doctor has not received and approved the signed medical declaration form participants will be excluded from trek.)
- Immediately upon any adverse change in your health or fitness that may be likely to affect Cherie Horne Adventure Trekking decision to permit you to go on the adventure trek, you will notify Cherie Horne Adventure trekking in writing of any such adverse change;
- Cherie Horne is permitted to disclose medical information to her consultant doctor.
- Cherie Horne Adventure Trekking's consultant doctor may exclude you from a trek if he/she deems it necessary. It is your responsibility to pay the consultant doctor's fees. You acknowledge that the obligation to disclose under this condition continues from the time of booking the trek through to departure and extends for the duration of the trek. You are responsible for any costs or expenses or losses incurred by Cherie Home Adventure Trekking due to breach of this obligation.
- If you fail to comply with the duty of disclosure in this condition and if Cherie Horne Adventure Trekking would not have permitted you to undertake the trek, or continue participation of the trek, had you made full disclosure under this condition, Cherie Horne Adventure Trekking and FBI Travel will not be liable, except to the minimum extent required

by law, for personal injury, death or property damage or loss incurred by you.

In addition to this medical disclosure all participants must complete the medical declaration form and have it signed by a registered medical practitioner. ; (if Cherie Horne Adventure Trekking and consultant doctor has not received and approved the signed medical declaration form participants will be excluded from trek).

(10) HEALTH & FITNESS REQUIREMENTS

You must be in good health and physical condition and are strongly advised to follow Cherie Horne's 8 week pre-trek training program see www.cheriehorne.com (including simulated altitude training program). All training package details are available on-line and in participants trekker's information pack which is received once booking form and deposit has been received. Cherie Horne Adventure Trekking require you to submit a completed medical declaration form that is signed by your doctor as proof that you are fit enough to participate in the trek. If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating.

Treks take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical, insurance and evacuation expenses and will be your responsibility and it is your full obligation to pay such costs and expenses and in the unfortunate event that you cannot do so you or your estate shall indemnify Cherie Horne Adventure Trekking its officers, employees or agents or assigns for all costs and expenses including legal costs or damages that they may incur and you explicitly permit Cherie Horne Adventure Trekking its officers, employees or agents or assigns to pay these from your credit card if possible. While Cherie Horne Adventure Trekking do not discriminate by age, due to the extreme nature of my trekking trips I strongly discourage participants over 75 years of age. Cherie Horne Adventure Trekking reserves the right in its absolute discretion to refuse a participant the right to participate in a trek on medical or fitness grounds.

(11) INSURANCE

Personal travel insurance is not included in the trek price. It is a condition of booking a trek with Cherie Horne Adventure Trekking, and your responsibility to ensure that you are adequately insured for the full duration of the trek in respect of illness, injury, emergency evacuation, death, loss of baggage and personal items and cancellation and curtailment. You must provide evidence to Cherie Horne Adventure Trekking that you have obtained approved personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate in. A copy of your insurance policy must be submitted to Cherie Horne Adventure Trekking or as directed by Cherie Horne Adventure Trekking its officers, servants or agents prior to trek departure and it is a condition that Cherie Horne Adventure Trekking its officers, servants or agents can claim on it in the event of your death or incapacitation. **We recommend Travel Insurance provided by Aussie Travel Cover available through FBI Travel.**

(12) NO LIABILITY

You acknowledge and agree that;

- Where FBI Travel and Cherie Horne Adventure Trekking acts as a booking agent for third-party tour operators Cherie Horne Adventure Trekking its officers, servants, agents or assigns accepts no liability for the acts or omissions of those third-party tour operators; and
- Operational control of the trek may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Cherie Horne Adventure Trekking its officers, servants, agents or assigns.
- Cherie Horne Adventure Trekking its officers, servants, agents or assigns will not be liable for any breach of any law by any person with whom you travel on the trek; and
- You may not rely on any representations concerning the trek made by Cherie Horne Adventure Trekking its officers, servants, agents or assigns which are not contained in these conditions.

(13) RELEASE AND DISCHARGE FROM ALL CLAIMS

To the extent permitted by law by accepting the additional inherent dangers and risks associated with the trek, you release waive and discharge Cherie

Horne Adventure Trekking its officers, servants and agents from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise;

- Out of or occur during your travel in connection with the trek or any activities conducted in conjunction with the trek unless cancelled by the reckless conduct of Cherie Horne Adventure Trekking its officers, servants, agents or assigns or
- In conjunction with any optional activity which you may undertake during the course of your trek but which do not compromise part of your trek itinerary and you accept that any assistance given to you by Cherie Horne Adventure Trekking its officers, servants, agents or assigns in arranging such additional activities will not render Cherie Horne Adventure Trekking its officers, servants or agents liable to you in any way.

(14) AUSTRALIAN CONSUMER LAW

Under Australian Consumer Law statutory guarantees apply to the supply of recreational services of the kind offered by these terms and conditions.

“Recreational services” is defined as including activities that involve a significant degree of physical exertion or risk undertaken for the purposes of recreation, enjoyment or leisure. These guarantees mean that Cherie Horne Adventure Trekking its officers, servants, agents or assigns, as the supplier, is required to ensure that the recreational services it supplies to you are rendered with due care and skill and are fit for their intended purpose.

Under Australian Consumer Law, Cherie Horne Adventure Trekking its officers, servants, agents or assigns, as supplier, is entitled to ask you to agree that these statutory guarantees will not apply to you. If you sign this form you will be agreeing that your rights under this agreement, if you are killed or injured because the service provided are not rendered in accordance with these statutory guarantees, are excluded, restricted or modified in the way set out in this condition.

To the extent permitted by law, you hereby exclude, release and forever discharge Cherie Horne Adventure Trekking its officers, servants, agents or assigns from all liability for any and all claim, loss, damage, cost or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, form of behaviour, course of conduct or state of affairs as specified in Section 139A of the Consumer and Competition Act 2010 (except in the case of liability arising from the reckless conduct on the part of Cherie Horne Adventure Trekking its officers, servants, agents or assigns and your participation in the recreational activities which comprise the trek.

(15) CANCELLATION DUE TO TREK BOOKING NUMBERS

Cherie Horne Adventure Trekking and FBI Travel or its assigns reserves the right to cancel any trek prior to departure in the event that there are too few people booked on a trek. The minimum number of participants for 2016/17 treks is 6. A supplement may apply for treks below minimum numbers. If the trek is cancelled you will be given a full refund of the trek price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to international airfare, visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

(16) ROUTE CHANGES, POSTPONEMENT, CANCELLATION OR DELAY.

Cherie Horne Adventure Trekking or its agents or assigns reserves the right to:

- Cancel or modify any routes within the trek or objectives set out in the itinerary; or
- Substitute different or equivalent routes within the trek in place of cancelled or modified routes, or
- Postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the trek) any such aspect of the trek if, in the absolute discretion of Cherie Horne Adventure Trekking, it is necessary

to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise.

- Or if, in the absolute discretion of Cherie Horne Adventure Trekking its officers, servants, agents or assigns, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the trek or the aspect of the trek being undertaken in accordance with your booking or for any other reason considered necessary by Cherie Horne Adventure Trekking its officers, servants, agents or assigns. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the trek price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.
- Cherie Horne Adventure Trekking or agents or assigns also reserves, in their absolute discretion, the right to cancel any trek due to any government travel warning or advice, or any change in such warning or advice. In this event, condition 4 applies as if you had transferred or cancelled the trek at the date of cancellation the trek due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

(17) TREK GUIDES AND TREK LEADERS

It is a condition of participation in any trek that you shall obey the lawful orders of a trek guide. This is to ensure your safety and the safety of your fellow trekkers. Cherie Horne Adventure Trekking its agents or assigns reserves the right to cancel any trek prior to departure. In this clause “Trek leader” includes the nominated trek leader and any other nominated person given at any time the task of leading or supervising any aspect of the trek.

- Cherie Horne Adventure Trekking trek leaders take their responsibilities seriously and if for any reason a trek leader believes, in his or her absolute discretion, that you should not participate in the trek, before your departure, even if you pass your medical he/she may exclude you from the trek in this event you will be offered another trek or refund subject to payment conditions stated herein. If for any reason the trek leader considers that you should not participate further due to you committing an illegal act, or in the opinion of the trek leader your behaviour is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, he or she may direct you not to continue and you must follow the nominated trek leader’s instructions. In this case you will not be entitled to a refund and travel insurance may compensate you depending on the circumstances.
- Cherie Horne Adventure Trekking or its agents or assigns reserves the right, to change at any time, the trek leader of any trek. If that takes place Cherie Horne Adventure Trekking its agents or assigns will use its best endeavours to ensure that the alternative trek leader has skills commensurate with that of the original trek leader. Any such change will not give right on your part to cancel the trek or claim any expenses, loss or damage which may be suffered.

(18) PRIVACY

You permit Cherie Horne Adventure Trekking and FBI Travel or its agents or assigns to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to Cherie Horne Adventure Trekking representatives in order to ensure your safety and wellbeing but will not be used by them for any other purpose.

You shall respect the privacy of your fellow trek members and not do anything that is deemed by Cherie Horne Adventure Trekking to be an invasion of their privacy.

(19) NAME, INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

You or your family or representatives shall not use the name Cherie Horne Adventure Trekking or any similar name or any intellectual property or confidential information belonging to Cherie Horne Adventure Trekking, its officers, servants or agents for any purpose without the written authority of Cherie Horne Adventure Trekking or the relevant owner.

(20) WAIVER

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

(21) FORCE MAJEURE

If Cherie Horne Adventure Trekking its officers, servants or agents is prevented directly or indirectly from performing any of its obligations under this agreement by reason of any act of God, strikes, trade disputes, fire, breakdown, interruption of transport, government or political action, acts or omissions of a third party or for any other cause whatsoever outside their reasonable control, Cherie Horne Adventure Trekking, its officers, servants or agents will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the trek or take any other legal action.

(22) SEVERANCE

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions; however, the remainder of the conditions are not altered.

(23) JURISDICTION

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

(24) COMPANY ASSIGNMENT

Cherie Horne Adventure Trekking has the right to assign this contract without notice.

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