

Cherie Horne Adventure Trekking Terms & Conditions

Please carefully read these terms and conditions of the 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 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: 71 153 266 885

Owner Operator: Cherie Horne. **Managing Travel Agent:** Freeway Balaclava Travel trading as FBI Travel.
125 Hawthorn Road, Caulfield North, Victoria 3161.

(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 trek to FBI Travel**. If you prefer to reserve your place on one of the treks in person, you can visit FBI Travel directly at 125 Hawthorn Rd, Caulfield North, Victoria 3161.

FBI Travel requires a non-refundable booking fee of AUD 250 per person to confirm your reservation and guarantee a seamless experience. This essential fee secures your participation in the tour and enables us to begin the meticulous preparation that defines the quality and reliability of our services.

(2) PAYMENT

The prices quoted in Cherie Horne Adventure Trekking trip notes or on www.cheriehorne.com or www.fbitravel.com.au are for payment by cash or direct debit. Trek prices are subject to minimum numbers and quoted in American dollars. The trek prices are quoted per person on a twin-share basis. A supplement ("supplement" means an additional amount decreed by Cherie Horne Adventure Trekking to supplement low attendance numbers) may apply for trips below the minimum numbers. An extra charge will apply if a single supplement is requested. The balance of the trek price is payable to FBI Travel for Cherie Horne Adventure Trekking **80 days before departure**. Prices are quoted in American dollars. If the tour price balance payment is not received by the required time, you will be considered to have cancelled the trek, and cancellation charges per condition 5 will apply. If a supplement is deemed unsuitable, your full deposit will be transferred to the next trek scheduled by Cherie Horne Adventure Trekking, or refunded by FBI Travel for Cherie Horne, as appropriate. Any additional payment of the total trek price will be refunded or added to the balance of the next scheduled trek.

(3) AMENDMENTS

Suppose you wish to make amendments ("amendments" means changes or additions to your trek) to your trek arrangements. In that case, 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 AUD 110 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 are 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 before your original departure date, a AUD 220 transfer fee will apply. In addition, any operational services will be payable by you, or

If your notice is received within 80 days before your original departure date, 50% of your original trek price will be forfeited, provided your notice is received at least 40 days before your original departure 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 a sufficient minimum number. All transfers are subject to practicality and solely at Cherie Horne's discretion.

(5) CANCELLATIONS

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

- If you cancel more than 80 days before departure, your full deposit will be forfeited. Any additional payment of the total trek price will be fully refunded, less reasonable administration costs.
- If you cancel between 80 and 40 days before your departure date, 50% of the trek price, including your full deposit, will be forfeited.
- If cancellation occurs less than 30 days before your departure date, 100% of the trek price, including your full deposit, will be forfeited.
- If you cancel between 80 days and your departure date, an FBI Travel cancellation fee of AUD 250 per person will be charged.

(6) TREK PRICES

Package prices are quoted in American dollars based on ground costs, fuel prices, airfares, exchange rates, and assumptions made when the brochure was printed. 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 rise in trek prices must be paid before the departure date.

(7) EXCLUSIONS FROM THE 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; (all participants must obtain approved personal travel insurance for the whole duration of the trek, and a copy has been submitted to Cherie Horne Adventure Trekking for approval before trek departure)
- Tips, onboard beverages, and excess baggage charges. Refer to the trek notes for complete 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 of these and any unpaid costs or disbursements you incur or incur on your behalf.

(8) ASSUMPTION OF RISK

You acknowledge and agree that:

- Regarding the COVID-19 pandemic, travellers are advised that travel plans may be subject to change due to factors beyond their control. This includes, but is not limited to, changes in government travel advisories, airline cancellations, travel bans, health advisories, and quarantine requirements. Travellers are responsible for understanding and complying with all COVID-19-related travel restrictions and requirements at their destination and upon return. Travellers should know that additional costs may be incurred, and some may not be refundable. Travel insurance that covers COVID-19-related issues is strongly recommended. By proceeding with travel arrangements, travellers acknowledge and accept the risks associated with COVID-19 and agree to the terms outlined herein.
- Adventure travel and trekking holidays are, by nature, more challenging and demanding, with a commensurately higher risk level than conventional holidays. They involve potential exposure to injury and possibly death.
- In the countries and regions where adventure travel/trekking is undertaken, standards of accommodation, transport, health care, hygiene, safety, and service provision are generally not as high as those in your country of residence. They may require flexibility and patience on your part.
- Operational control of the trek may be in the hands of a third party, and your right of action regarding 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 dangerous and challenging terrain, high altitude, extreme weather, sudden and unexpected changes, political instability, remoteness from regular medical services and 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 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 pertinent 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 likely affect Cherie Horne Adventure Trekking's 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 the trek is booked through to departure and extends for the duration of the trek. You are responsible for any costs, expenses, or losses incurred by Cherie Horne 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 the consultant doctor have not received and approved the signed medical declaration form, participants will be excluded from the trek.)

(10) HEALTH & FITNESS REQUIREMENTS

You must be in good health and physical condition and are strongly advised to follow Cherie Horne's 12-week pre-trek training program. All training package details are available in the participants' trekker's information pack, which is received once the booking form and deposit have been received. Cherie Horne Adventure Trekking requires you to submit a completed medical declaration form that your doctor signs 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 severely asthmatic, or have high blood pressure, you are strongly advised against participating.

Treks occur in remote areas with limited or no access to regular medical services or hospital facilities for serious issues. Evacuation, where necessary, can be prolonged, complex, and expensive. Medical, insurance, and evacuation expenses will be your responsibility. It is your whole obligation to pay such costs and expenses. If you cannot do so, you or your estate shall indemnify Cherie Horne Adventure Trekking, its officers, employees, agents or assigns for all costs and expenses, including legal fees or damages they may incur. If possible, you permit Cherie Horne Adventure Trekking and its officers, employees, agents, or assigns to pay for these with your credit card. While Cherie Horne Adventure Trekking does not discriminate by age, I strongly discourage participants over 85 years of age due to the extreme nature of my trips. 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 that you are adequately insured for the whole 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 Cherie Horne Adventure Trekking with proof that you have obtained approved personal travel insurance. You must ensure your travel insurance covers all activities you plan 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 before 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 Covermore, available through FBI Travel.**

(12) NO LIABILITY

You acknowledge and agree with that.

- Where FBI Travel and Cherie Horne Adventure Trekking act 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 your right of action regarding 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 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 the Australian Consumer Law, statutory guarantees apply to the supply of recreational services under these terms and conditions. "Recreational services" are defined as activities that involve significant physical exertion or risk and are undertaken for 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 a 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 is not rendered in accordance with these statutory guarantees, exclusions and restrictions apply or are 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 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 before departure if too few people are booked. The minimum number of participants for treks is 6. A supplement may apply to treks with fewer than the minimum number of participants. If the trek is cancelled, you will receive a full refund of the amount you paid. 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 concerning 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 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 according to 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, damage, or other extra expenses resulting from changes, modifications, cancellations, postponements, or delays.
- Cherie Horne Adventure Trekking or agents or assigns also reserves, at 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 on the date of cancellation 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 you and your fellow trekkers' safety. Cherie Horne Adventure Trekking, its agents or assigns, reserves the right to cancel any trek before departure. In this clause, "Trek leader" includes the nominated trek leader and any other nominated person assigned to lead or supervise any aspect of the trek at any time.

- 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 occurs, Cherie Horne Adventure Trekking, its agents or assigns, will use their best endeavours to ensure that the alternative trek leader has commensurate skills with those of the original trek leader. Any such change shall not entitle you to cancel the trek or claim any expenses, losses, or damage which may be incurred suffered.

(18) PRIVACY

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

You shall respect the privacy of your fellow trek members and not do anything that Cherie Horne Adventure Trekking considers 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 due to 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 parties' rights and obligations will be interpreted and shall 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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