

Booking terms for Private Walks

Walk into Luxury Pty Ltd (ABN 11 167 521 164) (**Company**) provides its private walks on the following terms and conditions. By making a booking, you acknowledge and accept these terms and conditions, and you agree to indemnify the Company as outlined below.

Payments

Prices:

All prices are quoted in Australian dollars and are inclusive of GST. Pricing is twin share unless otherwise stated.

Payment:

To secure a booking, payment of a 50% deposit is required. The balance is due 30 days prior to the walk start date unless otherwise advised at the time of booking.

Payment may be made by direct deposit, Visa debit, or by credit card. Visa and Mastercards are accepted. Credit card payments incur a surcharge of 2%.

Where a guest pays the deposit by credit card, the balance may be deducted from the customer's nominated credit card 30 days prior to their walk departure date unless paid prior.

Single supplements:

The twin share walk rate is based on two adults sharing a bedroom.

A single room supplement is payable to ensure your own room when travelling with one or more other guests. The single room supplement is 75% for private walks unless otherwise noted on the Company's website or at the time of booking.

If you plan to undertake a private walk by yourself, for safety reasons we require you to be accompanied by a private guide to ensure you are not walking alone. The cost of a private guide is noted on the Company's website for each walk.

Cancellations and refunds

Cancellation by customer:

Bookings cancelled more than 60 days prior to the departure date will be charged a cancellation fee of \$300 per person, which will be taken from the deposit paid to secure the booking.

Bookings cancelled within 60 days of the departure date will forfeit their 50% deposit, unless otherwise agreed at the discretion of the Company. This is unavoidable given that we are a small business and if a booking is cancelled at short notice, we may be liable to pay cancellation fees and other costs to our accommodation providers and other businesses we work with. Notice of cancellation must be received in writing to info@walkintoluxury.com.au.

Minimum numbers and cancellation by Walk into Luxury:

There are no minimum numbers for the Company's private walks so Walk into Luxury will not cancel your walk once you have received a booking confirmation, other than for safety related reasons or other reasons outside its control.

A walk may be cancelled at the Company's absolute discretion where it is deemed unsafe for the walk to continue. This may occur in the event of an unforeseen bush fire or other extreme weather condition or event that is likely to have a significant impact on the enjoyment of your Walk into Luxury itinerary. If a walk is cancelled in these circumstances, the Company will provide a refund for the uncompleted portion of the walk (calculated on a daily pro-rata basis), minus any cancellation costs payable by the Company to third party accommodation and service providers. We will not be able to cover costs of alternative accommodation, transportation and meals that you may incur if your walk is cancelled. We strongly recommend you purchase travel insurance to cover such costs in the unlikely event that they become payable.

Changes to itinerary:

In the event of a fire or other extreme weather condition or event making it unsafe to walk on a particular day, but where it is not likely to be an ongoing issue necessitating the cancellation of the remainder of your walk, the Company will make alternative arrangements for that day which may include:

- spending the day at leisure at your accommodation;
- allowing you to complete a substitute section of the track on that day; or
- another activity, such as a visit to local wineries.

A refund is not provided if a day's walk is missed due to fire or extreme weather.

Please note that rain and inclement weather will generally not prevent a day's walk proceeding. The Company strongly recommends you bring appropriate wet weather clothing and footwear to ensure you can complete your walk in comfort in any weather.

Customer safety is the number one priority for the Company, and any decision made to cancel or suspend a walk for a day will be done in accordance with the Company's Safety and Emergency Management Plan. Please contact the Company if you would like more information about this Plan.

In the unlikely event of an unexpected closure of a venue/experience in your itinerary, Walk into Luxury will substitute the venue or aspects of the experience with an alternative that is considered to be consistent with the quality of the original inclusion. You will be notified as soon as practicable after the Company is made aware of the need for the change.

Insurance

Unforeseen circumstances may result in you having to change your plans or even cancel at the last moment or after your trip has commenced. To protect non-refundable deposits and payments, and to cover unforeseen costs that may become payable, we strongly recommend you purchase comprehensive travel insurance. This is available from travel agents, some health care and credit card companies and via various websites. Please be sure to consider such things as pre-existing medical conditions, valuable items and that the policy is right for you.

Appropriate ambulance cover may also be required for domestic travellers, separate to your travel insurance cover. Speak to your insurance advisor to determine whether this is included within your travel insurance policy.

Liability and indemnity

Liability and indemnity for additional transfers and evacuations



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In the unlikely event that you become lost, are injured or become unwell while completing a walk, you may be liable for the cost of any additional unscheduled transfers and medical treatment.

You will bear any costs incurred if you are evacuated from the track. This includes any costs incurred by the Company as a result of a rescue or emergency assistance being triggered via the use of the In-Reach Communicator device (or other GPS device) provided by the Company, or by a mobile phone or other device.

By making a booking, you agree to indemnify the Company for any costs the Company incurs in connection with providing you with unscheduled transfers, or in connection with your emergency evacuation from the track and medical treatment.

We strongly recommend you obtain insurance to cover such costs in the unlikely event that they become payable.

Liability for injury or death

Any recreational walking or physical activity contains some inherent risks. Walking in Western Australia's bush and coastal regions can involve significant risk of physical harm, personal injury or death to participants. You should make a careful assessment of your particular circumstances before booking a Walk into Luxury walk, and ensure you are in good health and well prepared before commencing. The healthier you are before commencing a walk, the more enjoyable it will be and the less prone you will be to injury or illness.

While Walk into Luxury will take steps to ensure you are able to complete your walk safely and in comfort, you undertake the walk solely at your own risk. In particular, you will be responsible for keeping yourself safe and well while on the track if you choose to undertake your walk self-guided. Walk into Luxury will provide advice to help you do this before you commence.

Walk into Luxury is not liable for any loss, injury, death or damage whatsoever you may sustain while completing a Walk into Luxury walk, or for any claim or liability arising in connection with a Walk into Luxury walk, unless directly caused by a negligent act of the Company.

Indemnity - GPS device

At the start of a self-guided walk you will be provided with an In-Reach Communicator or similar device (**Device**) to use for the duration of your walk. You agree to indemnify the Company for any charges it incurs in connection with any unauthorised or incorrect use of the Device while in your care, custody or control. This includes:

- turning on the tracking function, other than at the direction of the Company or in an emergency situation
- sending messages other than to the pre-set contacts; and
- excessive sending of messages for non-safety or walk related reasons.

The Device must be returned to the Company at the end of your walk. The Company will specify where to return the Device, which will usually be the reception desk of your final accommodation on the day you complete your walk. If you lose the Device or otherwise fail to return it on completion of your walk, you agree to indemnify the Company for the cost of replacing the Device.



Age and Ability

While most of the private walks offered by the Company are considered easy-moderate in difficulty, the terrain is varied with some sections involving uneven rocky sections, uphill climbs, exposed edges and sand walking which may be more challenging. If you are concerned about your ability to complete a walk, please contact the Walk into Luxury team before booking so we can recommend the best walk for your ability level.

We strongly recommend guests aged over 69 years of age, or guests with medical conditions, obtain a medical certificate confirming they are fit and healthy to undertake the walk. If a guest does not comply with this recommendation, he or she undertakes the walk at their own risk. Guests with allergies requiring epi-pens are required to carry their own epi-pen and advise the Company prior to commencing their walk.

Privacy

By enquiring or booking with Walk into Luxury, you may be contacted by email with special offers from time to time. Please advise us at info@walkintoluxury.com.au if you do not wish to be added to our database.



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