

## BOOKING TERMS AND CONDITIONS – EVENT PARTICIPANTS

Walk into Luxury Pty Ltd (ABN 11 167 521 164) (**Company**) arranges Events in Australia comprised of Products and Services provided by both the Company and third parties. These booking terms and conditions apply exclusively to every contract for services by the Company to a Customer, including bookings through an agent, in relation to an Event. These terms and conditions cannot be varied except as expressly agreed in writing by the Company.

### 1. Definitions

**Customer** means one or more persons purchasing Travel and Event Arrangements from the Company in relation to an Event, whether directly or through a third-party.

**Event** means an event arranged by the Company in Australia including a hiking or other challenge for a group, including corporate challenges and retreats, charity challenges and other similar events.

**Travel and Event Arrangements** means the travel and Event arrangements made by the Company, including all Products.

**Product** means the individual products that together form the Travel Arrangements, for example accommodation, transfers (excluding flights), food and wine, activities and tours, event and meeting space, hosts and speakers, merchandise and other items that may reasonably be required in connection with a challenge event or corporate retreat.

**Service** means the Travel and Event booking services, Event management services, payment and other related services supplied by the Company.

**Supplier** means the supplier of a Product, which may be the Company or a third-party supplier.

### 2. Pricing

- a) Price - All prices are quoted in Australian dollars and are inclusive of GST. Pricing is per person (or per ticket) twin share unless otherwise stated. Twin share means you will be paired with another participant in a room together.
- b) Price changes - The Company makes every effort to maintain current pricing on its website and in information it distributes by other means, however it reserves its right to change the price charged for Travel and Event Arrangements without notice. Prices are confirmed at the time of booking.
- c) Surcharges – the price of the Travel and Event Arrangements is subject to the possibility of surcharges, which may arise due to a change in Product prices, holiday peak rates and other increases in connection with the Travel and Event Arrangement. Any applicable surcharges will be communicated during the quoting and booking process.
- d) Single supplement – A single room supplement may be available to secure your own room for all or part of an Event. This will be advised with the Event pricing and able to be selected upon booking.
- e) Basis of price – Travel and Event Arrangement prices are quoted for the entire package and itemised component costs cannot be given. Pricing may be based on Products being booked for all Customers in the Booking, and accordingly Customers must travel together throughout the Travel Arrangements, unless variations are explicitly agreed.
- f) Exclusions from the price – Travel and Event Arrangement pricing does not include airfares, arrival and/or departure taxes, Visa requirements, insurance, personal expenditure including phone calls, laundry and room service. Food and wine is included only to the extent expressly stated in the Event booking summary.

### 3. Minimum numbers

- a) If there are too few participants on your Challenge, the Company may have to cancel the Challenge, and reserves the right to offer you alternatives. If the Challenge is cancelled due to not reaching minimum numbers, you will be advised at least 30 days prior to the Event. If alternatives offered are not suitable, you will be refunded any monies paid to the Company for the Event.
- b) If minimum numbers are not reached, but the Company considers the Event to be viable in a modified form, the Event may proceed with minor alternations to the itinerary as determined by the Company. A refund is not available in these circumstances, unless the alterations make a significant impact on the nature or quality of the Event.

### 4. Payments

- a) Payment of a deposit indicates the acceptance of these terms and conditions.
- b) Unless otherwise agreed at the time of booking, a 25% deposit of the Event ticket price is required to secure your place.
- c) Balance payments are due 60 days prior to the Event date
- d) Payments may be made by direct deposit, Visa debit, or by credit card. Visa, Mastercard and AMEX are accepted. Credit card payments may incur a surcharge of 2% to cover merchant services fees incurred by the Company. Where a guest pays the deposit by credit card, the balance may be deducted from the Customer's nominated credit card at the due date unless paid prior by other means.
- e) International payments may incur transaction fees from your bank and the Company's bank. The Company reserves the right to pass on any bank charges incurred in receiving international funds into its account.

### 5. Cancellation by Customer

- a) Notice of cancellation must be received in writing to [info@walkintoluxury.com.au](mailto:info@walkintoluxury.com.au).
- b) The following cancellation fee is payable to the Company in the event of a cancellation of Travel and Event Arrangements by a Customer:

- I. More than 60 days' written notice prior to Event start date: 75% refund of total Travel and Event Arrangements price
- II. Within 60 days' written notice prior to Event start date: no refund available
- c) The Customer may incur additional costs from a third-party Supplier related to the Customer's particular booking in the event of a cancellation. Any such cost is payable by the Customer direct to the Supplier.
- d) The Company may treat a booking as cancelled and apply the relevant cancellation fee where the Customer fails to pay the balance payment at the due date.
- e) Products not utilised – No refund is available in respect of Products a Customer elects to not utilise, such as transportation, activities and accommodation.

## 6. Cancellation by Company

- a) The Company may, at its sole option, where circumstances outside of its control affect the provision of Travel and Event Arrangements or any Product or Service (such as natural disasters and Acts of God, fire, flood and extreme weather events, terrorist events, war, strikes, port or airport closures, technical issues with transportation, alteration or cancellation of a scheduled Product or any part of a Product), cancel or modify the scheduled Travel and Event Arrangements at any time at its sole discretion, in which case the Company will:
  - I. Offer the Customer alternative Travel and Event Arrangements or Products of comparable standard as may be appropriate in the circumstances; or
  - II. If alternative Travel and Event Arrangements are not offered, the Company will make a prompt refund of monies paid by the Customer (or proportional refund taking into account any portion of the Travel and Event Arrangements already provided).
- b) The Company will not be able to cover additional costs you may incur if your Travel or Event Arrangements are cancelled, changed or rescheduled. We strongly recommend all Customers purchase travel insurance to cover such costs in the event that they become payable.

## 7. Liability

- a) Loss - The Company is not liable for and accepts no responsibility for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain or suffering, damage, injury, accident, delay or irregularity occasioned to the Customer in connection with the provision of Services, Products or the Travel and Event Arrangements, except to the extent caused directly by a negligent act of the Company and then only to the extent the loss was reasonably foreseeable. Nothing in this condition is to be interpreted as excluding, restricting or modifying the application of any relevant Australian State or Federal legislation.
- b) Visa requirements – The Customer acknowledges and accepts that the Company will not be liable in the event that the Customer fails to obtain any required passport, Visa or permit required to travel to and participate in the Event.
- c) Events involve physical and nature-based activities, including bush walking, that contain some inherent risks of physical harm, personal injury or death to participants. By booking, you are accepting the risks associated with undertaking such activities, which may include the risk of snake bites, insect bites, unpredictable tides, bush fire, unstable terrain, trips and falls, drowning and extreme weather (heat and storms). By making a booking, the Customer accepts these risks and agrees the Company is not liable for any loss, injury, death or damage whatsoever sustained in relation to a Product or the Travel and Event Arrangements, unless directly caused by a negligent act of the Company.
- d) In the event that the Customer becomes unwell, injured, or lost while participating in an Event, the Customer agrees to indemnify the Company for any costs incurred by the Company in arranging emergency evacuation or transportation, medical treatment, or other related costs, in connection with that Customer.
- e) Medical conditions – The Customer must notify the Company of any pre-existing medical conditions that might reasonably be expected to affect the Customer's safe enjoyment of the Travel and Event Arrangements. The Customer agrees and acknowledges that the Company will not be responsible for any pre-existing medical condition or health issue of the Customer that may preclude, delay or interfere with the Travel and Event Arrangements. The Company strongly recommends Customers aged over 69 years of age, or guests with any medical conditions or concerns, obtain a medical certificate confirming they are fit and healthy to undertake their Event. Customers acknowledge and accept that they are solely responsible for having required medication (including epi-pens for allergies) with them and for advising the Company and relevant Suppliers of such medication prior to booking and prior to commencing any relevant activity with that Supplier.

## 8. Insurance

- a) 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 you from non-refundable deposits and payments, and to cover other costs that may become payable, due to changes in your plans or circumstances, or an amendment to the Travel and Event Arrangements determined necessary by the Company, 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, out of pocket expenses and indirect costs in the event your Travel and Event Arrangements are cancelled or amended, and that the policy is right for you.
- b) 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.



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www.walkintoluxury.com.au

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## 9. Flights

- a) If flights are required for a Customer to travel to an Event gateway city, this can be arranged through the Company's third party flight booking provider. The flight booking provider will contact you by email to confirm your required travel dates and flight options, and will plan and manage your flight bookings directly with you. Your flights may have specific terms and conditions applicable to them, which the flight booking provider will explain to you.
- b) The Company is not liable for any cancellation, change or costs incurred in connection with any flight bookings, changes or cancellations. In the event that a flight change, cancellation or missed flight causes you to miss all or part of an Event, the Company is unable to provide a refund except in accordance with clause 5 above.
- c) The Company strongly recommends Customers take out comprehensive travel insurance to cover flight cancellation and change fees, and indirect costs you may incur in the event of a delayed, cancelled or missed flight.

## 10. Privacy

- a) Any personal information that the Company obtains from the Customer, or about the Customer from its representative, is necessary for the Company's business purposes or to supply the Travel and Event Arrangements, Products and Services, and may be used for answering the Customer's questions, arranging Travel and Event Arrangements, operations and administration, marketing of the Company's services and other related purposes. The Company will not disclose your personal information to a third party except to a Supplier or other person involved in the delivery of your Travel and Event Arrangements or flight bookings, an adviser of the Company, or where required by law.
- b) As a participant in an Event arranged by the Company, your name and email address will be added to our database so that the Company can communicate with you post-Event for the purposes of seeking feedback, sharing images, and informing you of future events and tours that may be of interest to you. Please advise [info@walkintoluxury.com.au](mailto:info@walkintoluxury.com.au) if you wish to be removed from our database.
- c) Photos and video may be taken during your Event for the purpose of sharing this with you post-Event, and also promoting the Company's Events to third parties. By participating in an Event, you agree for any images and footage featuring you to be used for this purpose.

## 11. Miscellaneous

- a) Different Products included in your Travel and Event Arrangements may have specific terms and conditions applicable to the Product. These will be communicated during the quoting and booking process. While the Company makes all reasonable endeavours to ensure all Products are of the highest standard, the Company makes no representations or warranties as to the quality or specific characteristics of individual Products.
- b) Waiver – The Company's failure to enforce any of the conditions will not be treated as a waiver of any right or condition under this agreement.
- c) Governing law – These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia and Australia. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts and tribunals of Western Australia and courts able to hear appeals from them.



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