

TOUR AGREEMENT TERMS

Participation on any Nature Trail Hiking Tour is subject to these Hiking Tour Agreement Terms.

Nature Trail places the safety and welfare of each guest participant foremost. While we encourage and welcome anyone to consider joining us on a tour, to mitigate risks we responsibly apply strict **Safety Eligibility Criteria** to each intending participant.

Hiking in the rugged Blue Mountains region involves exposure to the inherent risks associated with the harsh and sometimes hazardous natural environment in which we operate.

OUR POLICY: *"We would prefer to lose business rather than risk injury, and where we tour can be inherently risky."*

Participant Acknowledgement of Risks and Obligations

Each guest participant of Nature Trail participates on any tour offered on the basis that he/she recognised and accepts that such outdoors activity, including the natural bushwalking environment, poses inherent natural hazards, risks and rigors that may cause injury, illness or death or to loss of or damage to property.

As a participant joining on a tour, in order to minimise risks I will endeavour to ensure that

1. Each activity is within my capabilities,
2. I shall wear appropriate clothing as advised by the Tour Leader
3. I shall carry food, water and equipment and clothing appropriate for the activity as required.
4. I shall advise the Tour Leader if I am taking any medication or have any physical or other limitation that might affect my participation in the activity.
5. I shall make every effort to remain with the rest of the party during the activity
6. I shall advise the leader of any concerns I am having, and
7. I shall comply with all reasonable instructions of the Tour Leader.

Minors Not Permitted

Participants under the age of 18 years are not permitted to participate on any Nature Trail tour due to unacceptable heightened risks in the outdoors environment in which we operate and due to liability insurance prohibitions. We refer parents to our competition.

Bookings Policy

Each participant booking for a given tour requires a prospective tour participant ('applicant') to first complete and sign a Participant Agreement and submit it to Nature Trail in advance of the scheduled tour start. The minimum advanced submission receipt notice period is 24 hours.

Nature Trail reviews each applicant's submission and then contacts the applicant to screen the applicant's suitability for the given tour. The screening is undertaken for reasons of tour safety on the basis of physical capacity, health and fitness, applicant limitations, or any other concerns that Nature Trail may judge of an applicant that could pose an unacceptable risk to the safety or welfare of the tour or to other participants. In doing so, Nature Trail does not discriminate on any other bases besides reasons of tour safety.

Nature Trail reserves to sole right to refuse any applicant on a tour, whether it be at the time of booking or at the tour start. Usually a reason for refusal shall be communicated directly to the applicant, but in order to avoid dispute, the reason may be general in nature. Bushwalking is not for everyone and some of our walking tours are difficult and beyond the capabilities of some.

We only refuse applicants on the basis of our informed safety concerns in the interest and trust of the rights and expectations of other booked participants. Please do not take offence.

If an applicant is considered eligible by Nature Trail to participate on a given tour, Nature Trail shall immediately require full payment in advance by the participant, which is usually processed over the phone. Nature Trail accepts only VISA and MasterCard credit card payments. Note that Nature Trail does not accept part deposits.

At the time of booking, each applicant agrees to accept that if they fail to show for the booked tour without cancellation received in advance, they do so accepting the condition that they shall be charged a cancellation fee of \$30. In such a case, the tour fee shall be refunded electronically to their credit card less the \$30 cancellation fee. An email advice shall be promptly sent to the 'no show' participant.

Participant Cancellation Policy

If a booking is cancelled by a booked participant for any reason (including circumstances beyond the participant's control such as illness or injury, or because of unfavourable weather, or even simply the participant's change of mind), we request the participant notify us as early as possible. This is so that Nature Trail can re-fill the vacancy in a timely manner with a replacement participant - including someone registered with us for the tour on a standby basis in case of a cancellation.

Due to our variable tour programme schedule, Nature Trail generally does not repeat tours within the same seasonal programme. Consequently, Nature Trail is not able to offer re-bookings on the same tour to booked guests who have subsequently cancelled prior to the tour proceeding. Instead, Nature Trail simply provides a full refund to that cancelled guest.

Booked Participant Failure to Show

It is the responsibility of each booked participant to a given tour to responsibly show up at Nature Trail's designated **Tour Start Location** and **Scheduled Meet Time** – appropriately dressed and equipped as specified by the Tour Leader, as well as being fit, well-rested, fresh and sober.

It is the responsibility of a booked participant, that if for any reason they may feel unwell, unfit or in any way unable to participate competently, that they immediately notify Nature Trail by phone on the telephone number at the top of this document.

Please keep Nature Trail informed if you have any changes to your booked participant attendance – number or request to exchange an individual. Assume that tours publicised on the Nature Trail website under the current seasonal programme are to proceed as described, unless informed otherwise by Nature Trail on the website, else by phone by Nature Trail to booked participants in the first instance, with a follow up email explanation.

Do not assume that your tour is cancelled because of inclement weather.

Cancellation Fees

Nature Trail reserves the right to charge a cancellation fee to a booked participant who simply fails to show without Nature Trail receiving notice in advance. Cancellation fees are \$30 per booked participant who is a 'no show'. This is simply a cost recovery fee which we consider fair and reasonable.

At the time of booking, each applicant agrees to accept that if they fail to show for the booked tour without cancellation received in advance, they do so accepting the condition that they shall be charged a cancellation fee of \$30. In such a case, the tour fee shall be refunded electronically to their credit card less the \$30 cancellation fee. An email advice shall be promptly sent to the 'no show' participant.

Tour Cancellation by Nature Trail

Nature Trail normally operates in all but exceptional weather conditions. Weather conditions such as fog, mist drizzle, showers, rain, sleet and moderate wind do not affect normal operation of our tours.

Assume that your booked tour shall proceed as scheduled unless you are informed otherwise by the Tour Leader by phone. Nature Trail will make every effort to notify booked participants if there are delays, postponement, rescheduling, variations or cancellation well in advance of a given tour. Always check your phone for messages the evening prior and before departing home for the Tour Start on the day of the tour.

Nature Trail reserves the sole right to decide whether weather conditions deem a tour is safe or unsafe to proceed in less than perfect weather conditions. Nature Trail reserves the sole right to alter or omit any part of the itinerary due to conditions beyond its control such as weather or environmental conditions.

There are 6 specific environmental conditions that for safety reasons that Nature Trail shall cause a tour to be cancelled.

1. Bushfire risk rated as 'Extreme' or worse, and/or an active bushfire in the region
2. Forecast/Actual risk of lightning strike

3. Forecast/Actual high winds gusting above 60kph, when clifftop walking is involved
4. Forecast/ Actual snow
5. Forecast/Actual maximum temperature above 30 degrees Celsius
6. Sudden track closure, natural disaster or other external reason preventing Nature Trail from safely delivering the tour.

Such circumstances or conditions would trigger a "frustrated contract" under the general law, which means it is impossible for Nature Trail to perform or carry out the tour due to events beyond its control. Consequently under such circumstances or conditions, Nature Trail agrees to pay a full refund promptly to each booked participant on the affected tour and to also promptly advise the reason for the cancellation by email to each booked participant.

Guest Participant Numbers

Minimum participant number on any tour is 1. We will proceed on a tour with one participant, up to a maximum of 6, plus our Tour Leader. This limit is recommended by National Parks Service for ecological and risk management reasons, and we happily comply.

Please keep us informed of any changes to the numbers in your party. An increase in numbers may not always be possible. To avoid disappointment, notify us of changes as early as possible.

Conditions of Participation on a Tour

Participants who arrive at Tour Start without approval of the Tour Leader shall be automatically denied participation on the tour, without exception.

Nature Trail reserves the sole right to cancel any tour for any reason, to alter our tours (including but not limited to starting times, pricing, inclusions or itinerary) at any time for any reason without notice, and deny access to tours for any participant for any reason.

Nature Trail reserves the sole right to refuse any participant applicant for any tour and will advise the individual directly of the reason in strict confidence. The timing of refusal may be upon Nature Trail receiving an intending participant's Participant Tour Agreement application, in which case a notice of refuse by email shall be sent by Nature Trail to the applicant. The timing of refusal may also be at the **Scheduled Meet Time** whereby the Tour Leader at his/her complete discretion considers a participant unwell, unfit, is objectionable or inadequately dressed and equipped to safely and competently undertake a tour.

Nature Trail reserves the sole right to remove a participant from any tour for any reason by the Tour Leader.

Justification for rejection/removal includes, but is not limited to, anyone who in the opinion of the Tour Leader is considered to ignore/disobey directives of the Tour Leader or assistant staff, be affected by alcohol or drugs, is disorderly, poses a hazard to themselves or to others, is abusive, appears not physically able, mentally problematic, or is objectionable in any way.

Nature Trail shall not be liable for any additional expenses incurred as a result of rejecting a participant applicant, or the removal of a tour participant from a tour.

Any equipment loaned to a participant for a tour must be returned by the participant to the Tour Leader at the Tour Finish.

Tour Emergencies

Each participant personally acknowledges that they may encounter weather conditions that could lead to hypothermia and being in locations where evacuation for medical treatment may take hours or days. In the case of medical emergency, I understand every effort will be made to notify the emergency contact named on this form. In the event that the emergency contact cannot be reached, I hereby give permission for the Tour Leader to communicate personal information provided by me on this form to the attending medical authorities and for the attending medical authorities to make emergency decisions for me. In the event medication, medical advice, treatment and/or equipment or transportation is required, I agree to accept full financial responsibility.

I accept that adequate health and trip interruption insurance is my responsibility.

Ecological Respect on Tour

Nature Trail chooses to conduct most of its walking tours in the Greater Blue Mountain World Heritage Area. This valuable natural environment sustains our tour venture. Many of our tours are conducted in ecologically sensitive sanctuaries that we undertake to safeguard as we pass through. It is a condition of our participants participation that on tour '***we leave no trace***' of us having been there except for incredible photos and magic memories.

Please do not interfere with, pick up, alter or remove any plant, animal or other natural, historical or cultural feature. Please keep to formed tracks, carry all your rubbish out with you and use minimal impact toileting procedures should 'nature call'.

Security of a Participant's Personal Information

Consistent with Australia's Privacy Act and Australian Privacy Principles guidelines, all personal information about a participant provided in this form is retained securely by Nature Trail for a period of three years, after which it is securely destroyed.

Limited Warranty

Consistent with Australia's Competition and Consumer Act 2010, Nature Trail guarantees to deliver each tour with due care and skill and as closely as possible to the advertised offerings and schedule made in our website brochure, save for conditions or circumstances outside our control. When conditions or circumstances are such that Nature Trail needs to cancel a tour, then Nature Trail will provide each booked participant with a full refund as soon as practicable. Any refund shall be provided by direct transfer to the participant's nominated bank account, not in cash.

Our tour service comes with guarantees that cannot be excluded under the Australia Consumer Law. The warranties in this Participation Agreement give specific rights to the purchaser. These rights are in addition to those implied by law. Nothing in this Participation Agreement is intended to exclude, modify or restrict rights which the purchaser may have under Australia's Competition and Consumer Act 2010 or any other legislation which may not be excluded, modified or restricted by an agreement.

Exclusion of Liability

Whilst Nature Trail and or any of its associated entities will take all reasonable steps to deliver an enjoyable tour as advertised, there is no acceptance of liability for any loss of enjoyment experienced by participating participants due to circumstances beyond Nature Trail's control.

Nature Trail shall not be liable for any additional expenses relating to your tour, including but not limited to: cancellations, missing connecting transport, extra accommodation, or food expenses. All additional expenses incurred remain the sole responsibility of the participant.

Nature Trail will as part of its tour offering from time to time use the services of other operators – caterers, site guides, commentary subject experts, tourism operators, transport operators, etc - and whilst Nature Trail takes all reasonable care in selecting these operators, it cannot accept responsibility for those operators conduct or the conduct of their representative employees or agents or any ramification of that conduct.

Nature Trail makes no representations or warranties in relation to this document, its accuracy, reliability, completeness or currency, that reasonable care has been taken in its preparation, or that third party rights have not been infringed, and expressly disclaim all liability (including but not limited to liability for negligence) for any loss whatsoever, injury or death, arising from or in connection with the use of or reliance on any part of this document.

In consideration of the above tour being provided for no fee, as an invited participant of Nature Trail, as a participant I for myself, my heirs, executors, and administrators, hereby waive all or any claim, right or cause of action which I or they might otherwise have for or arising out of loss enjoyment, loss of life or injury, damage to or loss of property or of any description whatsoever which I may suffer or sustained on the tour and activities undertaken in connection therewith.

Participants agree to act in a safe and appropriate manner while using the facilities and services provided, and to abide by all directions given by the Tour Leader.

This waiver will operate for Nature Trail, its tour leaders, tour guides, principal, directors and parent company. Participants accept that this waiver cannot cover every circumstance of a tour and cannot be relied upon to reduce or eliminate the risk of loss or injury.

I have read, understood, considered and agree to the terms and conditions herein before choosing to sign this Participant Tour Agreement. I acknowledge the risks and I will take responsibility for my own actions and that signing this form will be deemed as full acceptance and understanding of the above conditions.

To the best of my knowledge I am in good health when this form was completed. I undertake to inform the Tour Leader before the Tour Start if I am not in good health and/or fitness. I further acknowledge that I am fully responsible for any non-tour activities I may choose to participate in.

Each participant on any Nature Trail tour is required to have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon that participant during the entire period of participation on a tour.

END OF DOCUMENT