

BOOKING TERMS AND CONDITIONS

These terms and conditions form part of an agreement between Cradle Mountain Huts and Bay of Fires Walk and the Guests referred to in the booking form.

1. How to book

Refer to the booking section of our web site www.cradlehuts.com.au or www.bayoffires.com.au. Print the booking form out, complete and return to us by email, fax or post. Bookings are not confirmed until a deposit has been received (see below) and availability on the date requested confirmed. Bookings can also be made on our website or by contacting us by phone provided a booking form and deposit are forwarded to us within two weeks of the booking.

2. Payment Detail

All pricing is in Australian dollars and are quoted on a per person twin share basis. A supplementary price is available (see below). Payment may be made by direct deposit, cheque or credit card (a credit card surcharge of 2% applies).

Bookings are not confirmed until a deposit of \$350 per person has been received, if the booking is made more than 60 days prior to departure. For Reservations made 60 days or less from departure date, full payment is due at time of booking. Deposits must accompany the booking form.

3. Single Supplement

All accommodation is twin share. We will endeavour to ensure that single travellers will share with the same gender; however this cannot be guaranteed as it will be determined by the makeup of the group. Mixed gender sharing is acceptable on the Cradle Mountain Huts Walk but not at the Bay of Fires Lodge due to design issues. If a single room is demanded, a supplementary price of 75% of full fee will apply. This needs to be stipulated at the time of booking.

4. Pricing

Prices are quoted on a seasonal basis. The season runs from 1st October to the 1st May each year. January to March inclusive is considered the peak season and is generally priced accordingly. Please refer to our booking form for current prices.

A 10% discount is offered to groups of 10 and any guests completing both walks in the same season. Discounts are applied on the day of departure.

Pricing includes Launceston pick up and return from designated collection and return point; transport to our operations base at Quamby Estate (25km from Launceston); twin share accommodation during walk; all food; national park passes; overland track fee (Cradle only); ferry transfers across Lake St. Clair (Cradle only); use of back pack and Gore-tex jacket (if required) for duration of walk; and two qualified guides for duration of walk.

We offer a complimentary wine allocation per night (additional alcohol is available from Bay of Fires Lodge at extra cost). No price reduction is available for guests who choose not to avail themselves of a glass of wine.

5. Cancellation by Guest

If the cancellation is made more than 60 days from departure, a fee of \$200 per person will be charged. For cancellations made between 60 and 21 days prior to departure, a fee of \$350 per person will be charged. For cancellations within 21 days of departure, no refund is available. The date of cancellation is the date that Bay of Fires or Cradle Huts receives written notice of the cancellation.

Cancellation will take effect if you fail to arrive at the pre-arranged meeting place at the time stipulated.

No refund will be paid if you voluntarily leave your walk after it has commenced. No refund will be paid if you need to leave the walk for reasons of bereavement, injury or illness. ***Travel insurance and medical insurance are therefore strongly recommended.***

Realising that the best laid plans sometimes change due to unexpected family pressures, illness, injury or in the worst case bereavement, we may, if we are

satisfied that cancellation has occurred for reasons beyond your control (and at our sole discretion) transfer your booking to a future date (based on availability) within the current or next immediate season, for all such cancellations made prior to departure date. If this option is selected, an administration fee of \$100 per person will be deducted from monies held. Rebooked walks under this provision cannot be cancelled. No refunds will apply to walks that have been rebooked. The balance of monies held will be retained by us and allocated against the cost of your replacement walk. Applicable rates will be applied at the date of the replacement walk and the balance billed accordingly.

6. Cancellation by Cradle Huts and Bay of Fires

Both of our walks take place in very special wilderness settings. We are at the mercy of nature in all her beauty and all her fury. We will under no circumstance knowingly place at risk the health and well being of our guests and guides. In the case of natural threats, acts of God and the like (e.g. bushfires, impassable snow, etc) we may need to cancel a walk with very little notice. In some cases, this can occur after the walk has commenced. If we need to cancel for any reason, we will fully refund the cost of the walk or provide a replacement walk at a later date convenient to both parties. Any other costs associated with travel to Launceston, overnight accommodation, meals, etc will not be covered by us and therefore we strongly recommend travel insurance be taken out prior to travel.

Bay of Fires and Cradle Huts reserves the right to cancel any walk up to 60 days prior to departure in which event a full refund will be made but all walks are guaranteed to depart once a minimum of 4 walkers are confirmed.

No walk will be cancelled inside 60 days and every effort will be made to consolidate numbers so that the booked walk will successfully depart. All walks with a minimum of 2 international guests are guaranteed to depart.

7. Evacuations

In rare circumstances, due to injury or unforeseen illness, we may need to evacuate you from a remote part of the walk. In Cradle's case, evacuation is on foot (where the walker is physically capable) or by helicopter. Helicopter evacuations are expensive and in all cases will be at a cost to the customer.

There are 2 forms of Helicopter evacuation:

1. Tasmania Search and Rescue Service; this is a Government funded service at no cost to the evacuee. Search and Rescue would only be used in cases where the condition is deemed to be potentially life threatening.
2. Commercially Operated Helicopter Services; are used where the ailment is not life threatening but the evacuee is unable to walk out under their own steam. Sprains, broken limbs, fatigue or unexpected illness are usually associated with such evacuations. The cost of such an evacuation varies from approximately \$3,000 up to \$6,000.

In addition to helicopter costs, any associated staff wages and ground transportation costs will be borne by the customer. Staff are charged out at \$225 per day (or part thereof) and ground transportation is charged at 45 cents per kilometre.

For Australian residents, under the Australian Government Medicare Act, it is prohibited for any domestic travel insurance product to provide any financial reimbursement with regard to ambulance or air ambulance services. We therefore strongly advise our customers to take specific ambulance cover through their health insurance provider.

It is also strongly recommended that our customers take out travel insurance to cover (amongst other things) the costs associated with evacuation.

8. Travel Insurance

We recommend Travel Insurance in the strongest possible terms.

When selecting a Travel Insurance product, please ensure that it provides cover against personal accidents or injury, medical expenses, emergency repatriation and personal liability, cancellation for any reason including bereavement, delayed flights, lost luggage and personal effects.

We can provide Travel Insurance to Australian residents at a reasonable cost and recommend that you take it out at the time of booking. If we arrange this cover we would normally receive a commission from the insurer.

9. Indemnity Form

We require that all walkers sign the indemnity prior to departure on the morning of the walk. This form indemnifies the company, its servants and agents or any of them from and against all costs, claims, actions, demands and liability whatsoever and howsoever arising from or in any way connected with the walking tour (including any transportation to or from the area in which the tour is to take place) including such costs, claims, actions, demands or statutory duty or otherwise on the part of the Company, or any of its servants or agents, and including any liability in respect of or related to your death, personal injury or loss of or damage to any property owned or possessed by you, but excluding any liability in respect of which the Motor Accidents Insurance Board is bound to indemnify the Company, its servants and agents pursuant to the Motor Accidents (liabilities and compensation) Act 1973 of Tasmania.

By this form you will also give us various acknowledgements including confirmation that you have been informed of the most appropriate form of footwear for the walk you are undertaking.

10. Footwear

Cradle Huts walkers are required to wear lace up walking boots which have ankle support and treaded soles. New boots must be worn in. Waterproof or water resistant boots are recommended. Walking shoes, sand shoes and similar footwear are not acceptable. Bay of Fires walkers are required to wear light weight, lace up walking boots or walking shoes with treaded soles. Sand shoes and similar footwear are not acceptable.

Arriving on the day of departure for either walk with inappropriate footwear will result in forfeiting your walk without refund.

As part of our duty of care these recommendations are made in the interests of giving you the best chance to have the most enjoyable experience possible.

11. Health and Fitness Requirements

Walkers must be in good health and be moderately fit in order to undertake a walk. Some training or preparation work is highly recommended prior to departure. The more physically prepared you are, the more enjoyable your walk will be.

Cradle walkers will be required to walk an average of 10km per day for 6 days over varied terrain.

Bay of Fires walkers will walk up to 14km on the longest day of the walk along beaches, some rocky headlands and bush trails.

12. Medical Forms and Doctors Certificates

Anyone with a pre-existing medical condition is required to disclose it on their booking form and may be required to supply a doctor's certificate or complete a confidential medical questionnaire.

Walkers 69 years of age or older must supply a doctor's certificate stating that they are in good physical condition and that there are no known ailments or pre-existing medical conditions likely to prevent them from completing the walk.

This step assists us ensure an enjoyable and trouble free walk for all involved.

13. Environmental Responsibilities

Cradle Huts and the Overland Track are located wholly within a world

heritage area and Bay of Fires Walk is largely operated within a national park. Therefore, environmental responsibilities are taken very seriously. Prior to departure, you will be briefed about such responsibilities however, prior knowledge and awareness is extremely helpful. A good reference on such matters is the Tasmanian Park Service web site www.parks.tas.gov.au.

14. Exclusion of Liability

- 14.1 You acknowledge that you will be walking in a wilderness area of a national park is potentially a dangerous undertaking and you are undertaking such an activity at your own risk.
- 14.2 You acknowledge and agree that you will undertake the walk freely, voluntarily and absolutely at your own risk and with a full appreciation of the nature and extent of all risks involved in the walk.
- 14.3 You acknowledge that the Company is supplying you with recreational services (see clause 18).
- 14.4 You hereby to the full extent permitted by law, waive all of your legal rights of action against and fully release the Company from all liability arising from or connected with your death or personal injury howsoever arising out of or in relation to the participation by you in the Walk including without limitation, liability for an negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Company, its officers, directors, employees, agents or consultants.
- 14.5 This waiver shall bind you and your legal personal representatives.

15. Limitation of Liability

- 15.1 (a) The Company does not exclude or limit the application of any provision of any statute (including *TPA*) where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any part of this contract to be void.
 - (b) Except to the extent clause (a) applies, and to the extent permitted by law, the Company excludes all:
 - (i) statutory liability;
 - (ii) tortious liability (including negligence);
 - (iii) conditions and warranties implied by custom, the general law or statute; and
 - (iv) liability for:
 - (A) all special, indirect, incidental, consequential or punitive damage; and
 - (B) economic loss, loss of profits, loss of revenue, loss of bargain, loss of goodwill, loss of anticipated savings, or loss of use of products or equipment, arising out of or relating to these terms and conditions, the walk, or any failure to supply or delay in supplying the walk, whether or not the Company was aware or should have been aware of the possibility of such loss or damage.
 - (c) The Company's liability to you for any breach of any express or implied provision of these terms and conditions is limited, at the Company's option, to:
 - (i) refunding the price of the goods or services in respect of which the breach occurred; or
 - (ii) providing, replacing or repairing those goods or providing those services again.
- 15.2 Indemnity
- You must indemnify and hold harmless the Company and each of its officers, employees and contractors against any losses, costs, claims, damages, expenses, liabilities, proceedings or demands which any of them may directly or indirectly incur or suffer as a consequence of any breach by you of your obligations under these terms and conditions.

15.3 Survival and merger

- (a) No term merges on completion of any transaction contemplated by these terms and conditions.
- (b) Clauses 14, 15.1 and 15.2 survive termination or expiry of these terms and conditions together with any other term which by its nature is intended to do so.

16. Jurisdiction

The law of Tasmania shall apply to this Contract.

17. Acknowledgement

- 17.1 If the person signing this Contract signs it for and on behalf of a Guest the signatory warrants and assures the Company that he or she has full power and authority to bind the Guest to the terms of this Contract.
- 17.2 If clause 17.1 is relevant to this Contract the Guest shall on request being made by the Company at any time sign in his or her own name a Contract in the same form as this document.
- 17.3 You acknowledge that the Company has relied on the representations made by you in relation to if relevant, your authority to sign this Contract, your circumstances, travel insurance availability, age and medical condition which representations you hereby confirm and warrant are true, correct and complete in every respect.

18. Definitions

“**Bay of Fires**” means Bay of Fires Walk Pty Ltd ACN 088 617 672.

“**Booking Form**” means the document described as “Booking and Guest Information Form” or such similarly described document recording the details of the guest and the guided walk chosen by the Guest.

“**Company**” refers to either Cradle Huts or Bay of Fires.

“**Contract**” refers to the agreement between us and you comprised in the booking form including the terms and conditions.

“**Cradle Huts**” means Cradle Huts Pty Ltd ACN 009 566 045.

“**Guest**” means the person(s) so described in the booking form.

“**Indemnity**” means the form of indemnity attached to these terms and conditions and marked “Indemnity”.

“**Recreational Services**” means services that consist of participation in:

- (a) a sporting activity or a similar leisure-time pursuit; or
- (b) any other activity that:
 - (i) involves a significant degree of physical exertion or physical risk; and
 - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

“**Terms and Conditions**” means the terms and conditions which form part of this contract.

“**TPA**” means *Trade Practices Act 1974* (Cth).

“**Walk**” means any guided walk operated by Cradle Huts or Bay of Fires.

“**We / us**” is, where the context permits, a reference to either Company.

“**You / your**” is, where the context permits, a reference to the guest.