



Bookings

To join one of our trips, please complete this form and send it to info@wattlebirdservices.com.au together with a deposit of \$400 per person per trip. Please note that some trips may require a greater deposit; please check specific trip essential information on our website regarding varied deposit amounts or final payment deadlines.

PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER

SURNAME: _____

FIRST NAME: _____

ADDRESS: _____

SUBURB/CITY: _____

STATE: _____ POSTCODE: _____

TEL: _____

EMAIL: _____

OCCUPATION: _____

DATE OF BIRTH: (DD/MM/YR) _____ HEIGHT (CM): _____

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

EMERGENCY CONTACT:

NAME: _____ RELATIONSHIP: _____

MOBILE: _____

EMAIL: _____

PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER

SURNAME: _____

FIRST NAME: _____

ADDRESS: _____

SUBURB/CITY: _____

STATE: _____ POSTCODE: _____

TEL: _____

EMAIL: _____

OCCUPATION: _____

DATE OF BIRTH: (DD/MM/YR) _____ HEIGHT (CM): _____

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

EMERGENCY CONTACT:

NAME: _____ RELATIONSHIP: _____

MOBILE: _____

EMAIL: _____

Please tick to select your Trip requirements:

Bike transfer: Melbourne >Tas > Melbourne DEPARTURE DATE: ___/___/ 20___ RETURN DATE: ___/___/ 20___

Includes Airport Pickup/drop off (Choose 1)

Launceston (\$625 return)

Hobart (\$700 return)

Other Tasmanian airport (Please call for available options)

*Accommodation

*Logistics (Hotel transfers, shuttles)

BY TICKING THIS BOX, I /WE CONFIRM THAT I/ HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND WAIVER OF LIABILITY [CONDITION 19], IF AGED UNDER 18, THIS FORM REQUIRES THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN.

PARTICIPANT 1: SIGNED: _____ DATE: _____ PARTICIPANT 2: SIGNED: _____ DATE: _____

Deposit Details: (Minimum \$400 deposit required at time of booking)

VISA MASTERCARD DIRECT DEBIT: BSB-063106 / ACCOUNT-10622943 / ACCOUNT NAME- WATTLEBIRD SERVICES PL

CARDHOLDERS NAME: _____

CARDHOLDERS CC NO# _____ EXP: _____ CVV: _____

AMOUNT \$ _____

* Please contact us for payment options and to discuss any additional pricing and/or travel requirements

SEND YOUR BOOKING FORM TO: info@wattlebirdservices.com.au Any questions please call 0428543912

Terms and Conditions

Pre booked shuttle service from Melbourne to Tasmanian trails operating on selected weekends year round

Minimum of 3 guests for the shuttle service to run, maximum 4 *Please contact if you have less than 3 persons as we may be able to match up with other riders

Please read carefully these terms and conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Wattlebird Tasmanian Transfers (WBTT), trading as divisions of Wattlebird Services Pty Ltd ACN 166 879 518 (Here after referred to as WBTT) and you. No variation of these conditions will be effective unless in writing and signed by a person so authorised by WBTT. In these terms and conditions reference to "WBTT representatives" means tour leaders and staff of WBTT and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in Australia, or any of them.

By completing and submitting the Booking Form you affirm that you:

- are over the age of 18 and legally competent to give the waiver, release and indemnity contained in it;

Where this document is signed for a participant under 18 years of age, then the parent/guardian signing this document covenants in terms of conditions 17 and 18, in respect of any claim, liability or cause of action that arises out of or is incidental to the child's participation in the tour.

- understand that this document is contractual in nature, has legal effect and is not merely a warning nor provided for information purposes;
- understand that WBTT have relied upon your execution of the document in allowing your and/or your child's participation in the tour.

1. How to Book

To reserve your place on a tour/s, you must complete the Online Booking Form and pay a minimum deposit of \$400. Some trips require a greater deposit amount or an additional instant payment for a permit/access to parks and trails. In these instances, refer to the individual trip detail pages and trip notes for details.

2. Prices

The prices quoted represent the most current prices, are per person and are subject to minimum numbers. Where minimum numbers are not met by the balance payment due date, a small group surcharge will be offered to ensure the trips operation. Refer to the trip notes for all tour Inclusions and exclusions. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied. WBTT will try its utmost not to increase tour prices, however, sometimes increases are outside its control and WBTT reserve the right to amend tour prices accordingly. Amendments may be necessitated for many reasons including, but not limited to, increases in ground operator services, increased fuel costs, airfares, airport charges, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.

3. Payment

Deposit/booking due minimum 14 days prior to departure

The balance of the tour price is payable to WBTT 3 days prior to departure. Prices are quoted in Australian dollars (unless otherwise specified) and all payments must be made in Australian dollars. If payment of the balance of the tour price is not received by WBTT by the due date you will be taken as having cancelled the tour and cancellation charges in accordance with condition 4 will apply.

4. Cancellations

If you wish to cancel your tour, you must notify WBTT in writing where after the cancellation will take effect subject to the following:

- If cancellation takes place more than 8 days prior to your departure date, your full deposit will be refunded. If cancellation takes place at 3 days or less before your departure date 100% of the tour price will be forfeited.

Variations to the conditions outlined in clauses 3, 4 and 5 may apply. Please refer to individual trip essential information for details. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to WBTT by you, may be recovered from you by WBTT as a debt due and payable.

5. Amendments/Transfers

AMENDMENTS: To make amendments to your tour arrangements, you must notify WBTT in writing. Each amendment to your tour arrangements will incur a \$100 administration fee and you will be liable for any increase in fares or operational expenses occasioned by the amendment.

TRANSFERS: If you wish to transfer from one tour to another, you must notify WBTT in writing after which the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 14 days of your original departure date and some charges may apply:

Note: Any transfer from one tour to another is subject to availability and the agreement in writing of WBTT, however, the transfer of a trip from one person to another is not permitted.

6. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre departure fitness training recommendations. Depending on the trip grading and your medical circumstances, you may be required to submit our medical questionnaire as proof that you are fit and healthy enough to participate in the tour 14 days prior to departure, unless you have a pre-existing medical condition or are over 60-70 years of age (depending on your trip grading) in which case you must have your doctor complete and sign it. If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility, but insurance may cover you depending on the circumstances. While we do not discriminate by age, due to the extreme nature of some of our trips we strongly discourage participants over 60 years of age. WBTT reserve the right in its absolute discretion to refuse a participant the right to participate on a tour and our standard cancellation terms will apply in these circumstances.

7. Medical Disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to WBTT's every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to WBTT's decision to permit you to go on the adventure tour;
- immediately upon any adverse change in your health or fitness that may likely to affect WBTT's decision to permit you to go on the adventure tour, you will notify WBTT in writing of any such adverse change;

• you acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and for the duration of the tour;

• WBTT are permitted to disclose medical information to our consultant doctor for an opinion;

• WBTT's consultant doctor may exclude you from a tour if he/she deems it necessary;

• you have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to;

• you have taken out a travel insurance policy that adequately covers you for medical eventualities including cover specifically for any pre-existing medical conditions.

8. Tour Leaders

WBTT tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, he or she may exclude you from the tour. In this event, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader considers, in his or her sole discretion, that your behaviour or your fitness or mental or physical health is likely to cause danger, distress or annoyance to others, he or she may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund.

WBTT reserve the right to change, at any time, the tour leader of any tour. If that happens, WBTT will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change by WBTT will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

9. Complaints

If while during your trip you have a problem, please bring this to the immediate attention of the tour leader, teacher or relevant supplier (eg. Transport provider, hotelier). If your complaint is not resolved to your satisfaction, please contact your WBTT consultant by email or phone and they will endeavour to assist you. If your complaint cannot be resolved locally, please follow this up in writing within 7 days of your return home by writing to our Operations Department at WBTT

10. Cancellation due to tour booking numbers

WBTT reserve the right to nominate a small group surcharge where a trip has not reached minimum numbers or to cancel the tour. In case of a tour cancellation due to booking numbers, you will be given a full refund of payments made by you to WBTT. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from such cancellation including but not limited to visa, passport and vaccination charges, gear purchases or non-refundable flights and taxes.

11. Route changes, Postponement, Cancellation or Delay

WBTT reserves the right to either before or during a tour:

- cancel or modify any routes within the tour or objectives set out in the itinerary; or

• substitute different or equivalent routes within the tour in place of cancelled or modified routes, or

• postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of WBTT, it is necessary to do so due to inclement weather, or circumstances that are known to us and are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions at the absolute discretion of WBTT, 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 tour or any aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by WBTT. 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 tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

12. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by WBTT. The information contained on WBTT's website, brochures, trip notes and pre departure information is to the best of WBTT belief, correct at the date of publishing.

13. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with WBTT, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, pre-existing medical conditions, injury, death, loss of baggage and personal items, evacuation, cancellation and curtailment. You must provide evidence to WBTT that you have obtained personal travel insurance covering all of the activities in which you expect to participate. If you do not, for any reason, provide satisfactory evidence of suitable personal travel insurance, WBTT may in their discretion cancel your tour and refund the tour price you have paid less cancellation fees and any other non-recoverable costs WBTT have incurred.

14. Proof of identity-you must provide proof of identity on request from WBTT - failure to do so may result in tour cancellation

15. Airlines and other transport providers

Any material published by WBTT, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. If an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by WBTT. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

16. Force Majeure

If WBTT are prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside WBTT's reasonable control, WBTT will be under no liability whatsoever to you and may, at its option, by written notice to you, cancel the tour wherein condition 4 will apply in respect of cancellation charges.

17. Assumption of risk

You acknowledge and agree that:

• by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;

• in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;

• the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude, extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;

• the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and

• you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the 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 tour and the accompanying risk of injury, death or property damage or loss.

18. Exclusion of Liability

Save for the guarantees that apply to the supply of services of I by these terms and conditions under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (ACL), as modified by condition 19, and to the extent permitted by law, you hereby exclude, release and forever discharge WBTT and their representatives from liability for all claims including, without limitation, claims for loss of profits, consequential, exemplary and aggravated damages, for:

(a) your death or physical or mental injury or the death or physical or mental injury of any other person; and

(b) damage to or loss of your property or the property of any other person,

arising from or connected with your participation in the recreational services which comprise the tour.

19. Exclusion of liability from ACL guarantees

Under Subdivision B of Division 1 of Part 3-2 of the ACL, certain guarantees apply to the supply of services of the kind covered by these terms and conditions.

Under section 139A of the Competition and Consumer Act 2010 (CCA), WBTT may exclude the application of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL in certain circumstances.

To the extent permitted by section 139A of the CCA, WBTT exclude the application of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL:

1. in respect of all recreational services, within the meaning of section 139A(2) of the CCA, provided by WBTT pursuant to these terms and conditions;

2. limited to liability for:

a. death; or

b. a physical or mental injury of an individual (including aggravation, acceleration or recurrence of such an injury); or

c. the contraction, aggravation or acceleration of a disease of an individual; or

d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or affairs in relation to an individual

i. that is or may be harmful or disadvantageous to the individual or community; or

ii. that may result in harm or disadvantage to the individual or community,

3. but excluding liability for significant personal injury suffered by a person that is caused by the reckless conduct, within the meaning of section 139A of the CCA, of WBTT.

20. Release, Discharge and Indemnity

To the greatest extent permitted by law (including section 139A of the Competition and Consumer Act 2010) you:

• unconditionally release, discharge and agree not to sue WBTT in respect of any liability, claim or cause of action that may arise from any act, omission, default, failure or error on the part of WBTT, (including any negligent act, omission, default, failure or error) in respect of the supply of the recreational services to you;

• indemnify and will keep indemnified WBTT from any liability, claim or cause of action that may be brought against WBTT as a result of or in connection with any act, omission, default, failure or error on the part of WBTT (including any negligent act, omission, default, failure or error) arising from or in connection with the supply of the recreational services;

• agree that in the event of your death, your estate and personal representatives, executors or administrators indemnify and will keep indemnified WBTT from any liability, claim or cause of action that may be brought against WBTT by your personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of your death.

This condition 20 is limited to liability for:

• death; or

• a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or

• the contraction, aggravation or acceleration of a disease; or

• the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

i) that is or may be harmful or disadvantageous to you or the community; or

ii) that may result in harm or disadvantage to you or the community.

21. Exclusion of Liability applicable for Victorian clients

This condition applies for clients in Victoria, Australia.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR-TRADING ACT 2012

If you sign the Booking Form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair-Trade Act 2012 are excluded, restricted or modified in the way set out in the Booking Form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in this condition is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

NOTE: The change to your rights, as set out in this condition, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair-Trading Act 2012.

22. Privacy

You permit WBTT to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to WBTT representatives in order to ensure your safety and wellbeing but will not be used by them for any other purpose.

23. 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.

24. Severance of conditions

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.

25. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Victoria, in the case the booking is made in the state of Victoria, or
- NSW, in the case the booking is made elsewhere in Australia or from outside of Australia