

# TERMS AND CONDITIONS

## PARTICIPANT TERMS and CONDITIONS for EXPEDITION PARTICIPATION.

### 1 Parties

- a) **Aussie Action Abroad Inc ("AAA")** an Australian registered charity that operates expeditions and projects in developing countries; and
- b) **You** ("Participant")

### 2 How to apply

To reserve a place on an AAA expedition ("Expedition"), Participant must complete Application Form A (and all documents referred to therein), through the link on the AAA Website – [www.aussieactionabroad.com](http://www.aussieactionabroad.com)

together with a non-refundable deposit of AUD \$500 ("Deposit") to:

**DIRECT DEBIT** Aussie Action Abroad BSB 06 3870 - ACCOUNT No - 10282987

EMAIL enquiries to [graemekent@aussieactionabroad.com](mailto:graemekent@aussieactionabroad.com)

### 3 Expedition fee

All applicable fees for each Participant in the Expedition are set out in the documents relating to the specific Expedition ("Expedition Fee"). The Expedition Fee must first be paid by paying the Deposit on the date of submitting Application Form A, and the outstanding balance must then be paid no less than 60 days prior to the forecast Expedition departure date ("Due Date").

Payment must be made by direct debit (to the account listed above), cash, cheque or money order made payable to "Aussie Action Abroad". Failure to pay the full Expedition Fee by the Due Date entitles AAA to cancel your booking without further notice. In that event the full Deposit will be forfeited to AAA. All Expedition fees and prices quoted are in Australian dollars and all payments must be made in Australian dollars.

### 4 Cancellations

If Participant wishes to cancel their application at any time, AAA must be notified in writing within 24 hours, and the cancellation will take effect upon receipt of that notice. The full Deposit will be forfeited to AAA upon cancellation. The Expedition Fee is payable in full notwithstanding any failure by the participant to use any part of the services once they have commenced the expedition. AAA will retain the deposit but will return any balance paid if the participant withdraws 30 days from expedition commencement.

If AAA is required to cancel an Expedition all fees paid to AAA will be refunded.

## 5 Exclusions

AAA does not provide the following items and all costs for these items must be borne by Participant:

- a. All flights, including international and Australian domestic flights and stop-overs (where applicable) unless otherwise stipulated;
- b. Travel Insurance, Visa costs (where applicable), passport and vaccination charges;
- c. Postage, personal clothing, medical expenses and items of a personal nature including additional food, both during an Expedition and travelling to the Expedition destination;
- d. Excess baggage charges or other costs charged by airline carriers.

## 6 Insurance

- a. As a registered charity AAA has a Public Liability Insurance cover in place and part of the Expedition Fee includes the cost of that insurance with an insurer as determined by AAA . Any additional insurances required by the Participant, including travel insurance, must be arranged by the Participant at the Participant's cost. AAA is not responsible for any additional charges or premiums borne by the Participant. Note, your Travel Insurance must include Medical and emergency evacuation charges in relation to Covid-19;
- b. The Participant further acknowledges that any damage or loss they cause to AAA equipment (howsoever arising but excluding fair wear and tear), , is Participant's responsibility and AAA reserves the right to demand reasonable compensation for such damage or loss.

## 7 Health and Fitness Requirements

- a. Participants must be healthy and active. By signing the Application Form, Participant acknowledges that Expeditions take place in remote areas with limited or no access to medical facilities and where necessary evacuation can be prolonged, difficult and expensive.
- b. Participants must complete and submit a medical questionnaire provided by AAA by the Due Date. With this documentation each participant must provide AAA with a current valid certificate showing they have up to date COVID-19 vaccination.
- c. Participants with medical conditions or complaints are encouraged to seek medical clearance to attend the Expedition prior to application and must disclose all such conditions(s) to AAA before the Due Date.
- d. All asthma sufferers must arrange for their doctor to complete an asthma management form which is located on the back of the Medical Form.
- e. All applicants with ongoing and/or recent medical conditions must arrange for their doctor / surgeon / specialist to complete a letter of consent and management plan as stipulated by AAA. If you suffer from a medical condition, including musculoskeletal, chest, heart or bronchial disorders or if you are a severe asthmatic, AAA may not accept your application for the Expedition.
- f. The Expedition leader may, during the Expedition, direct any participant to withdraw from the Expedition if, in the leader's opinion, the participant is incapable of continuing with the Expedition or if the participant's continued involvement in the Expedition could adversely affect that participant or other participants, or if medical information has not previously been disclosed on the Medical Form. In this event no refund of the Expedition Fee will be made to the participant. All medical and evacuation expenses are the responsibility of the Participant, and all Participants must arrange travel insurance with coverage for all medical, evacuation and repatriation costs. All health or medical information provided to AAA by each participant or his/her medical practitioner will be treated as private and confidential, and protected in accordance with the Health Records Act 2001 (Vic).
- g. The Participant consents to the use and disclosure of any health or medical information provided to AAA, to the extent deemed necessary by AAA for the purposes of obtaining any medical treatment

for the Participant during an Expedition, or as otherwise permitted or required by the Health Records Act 2001 (Vic).

## **8 Delay, cancellation or change of itinerary**

- a. AAA reserves the right to cancel the Expedition prior to departure for any reason, including but not limited to, failure to obtain the minimum number of applications for the Expedition. In this event the Expedition Fee will be refunded in full.
- b. AAA reserves the right to change the itinerary of the Expedition prior to departure. Participants expressly release AAA from any claim for injury, loss, expense or damage (direct or consequential) or any loss of time or inconvenience that may result from any cancellation or change of itinerary for the Expedition.

## **9 Route changes / postponement or delay**

The date of departure or conclusion of the Expedition may be changed at any time for any reason. The route or destination may be changed, postponed or delayed due to inclement weather, political restrictions or any other cause. If the Expedition is postponed or delayed, the Expedition Fee shall not be refunded and the participant releases AAA from any claim for injury, loss, expenses or damage or for any loss of time or inconvenience that may result from such postponement or delay. In the event that the Expedition is cancelled or changed due to matters beyond the control of the AAA such as political unrest or inclement weather, AAA will endeavor to provide a replacement Expedition or project. In that event the Expedition Fee shall not be refunded and the participant releases AAA from any claim for injury, loss, expenses or damage or any loss of time or inconvenience.

## **10 Applicable law**

These terms and conditions are governed by the law of Victoria, Australia.

## **11 Acknowledgements by Participant**

- a. The Participant waives any and all claims it may now and in the future have against AAA and its staff, officers, employees and agents ("Agents") to the full extent permitted by law, and releases from all liability AAA and its Agents and the authorities who may grant the licence to operate the Expedition, from any injury, loss, expenses or damage sustained by the Participant resulting from or in relation to participation in the Expedition due to any cause whatsoever including without limitation negligence on the part of AAA or its Agents.
- b. The Participant acknowledges that AAA assumes no responsibility for any injury, loss, expense or damage relating from or in relation to third party suppliers, such as those providing bus services, hotel accommodation, activities and all other travel related services.
- c. The Participant acknowledges that AAA has permission to use any photographs, video or images taken of them in future marketing and advertisement of expeditions.
- d. The Participant acknowledges and accepts that there are inherent dangers and risks in the Expedition and there is the possibility of personal injury, death, property damage or loss resulting from those dangers and risks. In addition to these risks there are additional dangers and risks including but not limited to physical exertion for which the participant may not be prepared, weather extremes subject to sudden and unexpected change, remoteness from medical facilities and evacuation difficulties.

- e. The Participant acknowledges that the use of illegal drugs and alcohol are not permitted on the Expedition and that AAA assumes no responsibility for any injury, loss, expenses, legal action or damage resulting from such use. If the Participant suffers any injury or illness AAA may, at the participant's cost, arrange such medical treatment and emergency evacuation as AAA and its Agents deem necessary for the Participant's health and safety.
- f. The Participant acknowledges that AAA may exclude the Participant from an activity or from the Expedition if the Participant is in breach of these terms and conditions or engages in unacceptable, unsafe or nuisance behaviour. The Participant agrees to accept the consequences of any disciplinary measures and to pay any reasonable additional costs incurred by AAA or its agents as a result.
- g. The Participant acknowledges that:
  - i. The Participant is over 18 years of age;
  - ii. No representations or warranties have been made to the Participant by AAA or its Agents in relation to the Expedition and that the Participant has not been induced or coerced to participate in the Expedition;
  - iii. That the Participant has chosen to participate in the Expedition of the Participant's own free will;
  - iv. That the Participant has read and understood the Application Form and these Terms and Conditions, and will read the Expedition Manual prior to the Expedition departure date and, by completing and signing the Application Form agrees to be bound by these Terms and Conditions.



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