

# WALK INTO LUXURY

## TERMS AND CONDITIONS

### 1 General

- 1.1 These Terms and Conditions (“T&C”) are between the Company and the Customer and apply to the Booking made by the Customer.
- 1.2 By making a Booking (directly and or indirectly through a third party), the Customer agrees to the T&C on behalf of all persons included in the Booking. Where the Customer books for more than one person, each person shall be jointly and severally bound by the T&C.

### 2 Interpretation

“*Booking*” means the act of reserving the Travel Arrangements and any Flights.

“*Booking Total*” means the total amount payable to the Company by the Customer for the booking of the Travel Arrangements, including any accommodation, meals, additional items, optional extras or package inclusions, unless otherwise specified.

“*Company*” “*We*” “*Us*” or “*Our*” means Walk into Luxury Pty Ltd (ABN 11 167 521 164) and its subsidiaries, including any Representatives and assigns.

“*Customer*” “*Guest*” “*You*” or “*Your*” means the person or persons utilising or participating, or intending to utilise or participate, in the Travel Arrangements and Flights, and includes any minors accompanying the Customer.

“*Force Majeure Event*” means any act of God, war, terrorism, fire, flood, cyclone or any other extreme weather conditions, loss of power, epidemics or pandemics (including COVID-19), public health emergencies, industrial disputes, slow-downs or other strike, riots or civil unrest, acts of government, semi government or other authorities, state and or federal government restrictions, including (but not limited to) restrictions on travel and gatherings, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Company’s services beyond its control.

“*Price*” means the applicable rate, best available rate, child rate or any other prices

published for the reservation of the Travel Arrangements. Prices are per person.

“*Representatives*” means the agents, directors, officers, contractors, volunteers or employees of the Company.

“*Third Party Provider*” means a third party that provides products or services to the Company in connection with the Travel Arrangements.

“*Travel Arrangements*” means a product and or service, including any tour, arranged or provided by the Company, whether directly or indirectly, for the purpose of sport, enjoyment, relaxation, accommodation or leisure of any description whatsoever and any incidental product and or service thereto.

“*Flights*” means flights arranged by the Company on behalf of the Customer at the Customer’s request to enable the Customer to participate in the Travel Arrangements.

“*Waiver*” means the Waiver, Release, Discharge and Indemnity published by the Company as accepted by the Customer at the time of making the Booking.

### 3 Booking Policy

- 3.1 All Bookings are subject to availability.
- 3.2 The Company reserves the right to decline any Bookings or requests at its absolute discretion.
- 3.3 The Company takes no responsibility for the suitability of the Travel Arrangements for the Customer’s specific requirements, and it is the Customer’s responsibility to ensure that the Travel Arrangements (including all activities and accommodation) is suitable for the Customer’s specific needs.
- 3.4 Unless otherwise determined by the Company prior to or at the time of Booking, the following provisions apply:
- (a) payment of a non-refundable deposit equivalent to 10% of the Booking Total is required at the time of Booking;
  - (b) payment of 40% of the Booking Total is required at least 12 months prior to departure;
  - (c) payment of the balance of the Booking

Total is required at least 90 days prior to departure; and

- (d) full payment of the fare for any Flights associated with the Travel Arrangements is required at the time of Booking.

- 3.5 A valid credit card is required at the time of Booking to guarantee your reservation. Your credit card will be held as security for your Booking and utilised for any applicable deposits, payments, cancellation fees, no-show fees, damage and any breach of these T&C.
- 3.6 Failure by the Customer to make payment as required in accordance with the T&C, or as otherwise requested by the Company, may result in the Booking being cancelled and the Company making available the Travel Arrangements, or any part thereof, to other persons.
- 3.7 Bank fees, credit card charges, Paypal fees, exchange rates and any other fees and charges incurred by transferring money from the Customer to the Company are the sole responsibility of and payable by the Customer.
- 3.8 If the Customer makes payment by way of credit card, the Customer warrants that the information provided to the Company is true and complete, that the Customer is authorised to use the credit card to make payment and that the Customer's payment will be honoured by the credit card issuer. The Company reserves the right to conduct various checks to validate the identity and integrity of the Customer's payment details, which may include undertaking a pre-authorisation process and or requesting additional information from the Customer to verify identity.
- 3.9 Bookings utilising a credit, change of date option or gift voucher become non-refundable once the Booking has been made.
- 3.10 Any goods or services not included in the Booking are the sole responsibility of the Customer and must be paid by the Customer. This includes any goods or services provided by a Third Party Provider, such as phone calls, room service bills, mini bar and other incidentals. Any outstanding accounts will need to be paid and settled prior to the

conclusion of the Travel Arrangements.

- 3.11 The Company reserves the right to request identification information and documentation, including government issued photographic identification.

#### 4 Cancellations

##### Cancellations by the Company

- 4.1 Some Travel Arrangements are subject to a minimum number of guests participating in the Travel Arrangements. Travel Arrangements may be varied or may not proceed if the minimum number is not achieved.
- 4.2 Subject to the T&C, if the Company is required to cancel the Booking for any reason (including where minimum numbers are not achieved) the Company may, in its absolute discretion, offer the Customer a refund of a portion of or all monies paid to the Company, offer a credit to the value of all monies paid for a future booking, and or vary the Booking date or Travel Arrangements to allow the Travel Arrangements to be conducted as varied.
- 4.3 The Company is not responsible for any direct or incidental expenses incurred as a result of the cancellation of a Booking, or any part thereof, by the Company.

##### Cancellations by the Customer

- 4.4 All cancellations must be received in writing from the Customer to the Company via email to 'info@walkintoluxury.com'. It is the Customer's responsibility to contact the Company to verify that the cancellation of the Booking request has been received.
- 4.5 The Customer is responsible to ensure flights, vehicle hire, travel insurance and any components booked separately are cancelled by the Customer. The Customer will adhere to the cancellation policy of each individual supplier and or Third Party Provider in the event of cancellation.
- 4.6 Subject to the T&C, unless otherwise determined by the Company prior to or at the time of Booking, where the Customer cancels the Booking:
  - (a) more than 91 days prior to the

departure date, all monies paid by the Customer will be refunded to the Customer less the 10% non-refundable deposit which will be retained by the Company;

- (b) between 61 and 90 days prior to the departure date, 50% of the Booking Total will be forfeited to the Company and the remaining 50% will be refunded to the Customer; and
- (c) less than 60 days prior to the departure date (including no shows), all monies paid by the Customer will be forfeited to the Company.

4.7 Monies paid for Flights are forfeited in full where a Customer cancels their Booking, unless the Company can access a credit or date change option from the airline in which case this credit or option will be passed on to the Customer.

4.8 For Guest curtailment and or early departure from the Travel Arrangements, all monies paid by the Customer will be forfeited.

4.9 Any and all fees charged to the Company by a Third Party Provider in connection with the Customer's cancellation of the Travel Arrangements, are the sole responsibility of the Customer and must be paid by the Customer.

## 5 Amendments

### Amendments by the Company

5.1 Prices and Travel Arrangements, including (but not limited to) accommodation and tours as shown on the Company's website are subject to change. The Company reserves the right to change this information without notice.

5.2 The Company reserves the right to:

- (a) cancel or modify any routes within the Travel Arrangements itinerary or objectives set out in the itinerary;
- (b) substitute different or equivalent routes within the itinerary in place of cancelled or modified routes;
- (c) postpone, cancel or delay (either in relation to the departure or arrival

times or the duration of the itinerary) any such aspect of the Travel Arrangements if in the absolute discretion of the Company it is necessary to do so.

5.3 In the event of any change, modification, cancellation, postponement or delay the Customer acknowledges that the Customer will have no right of refund and no right to claim compensation for any loss and or cost incurred by reason of the change, modification, cancellation, postponement or delay.

### Amendments by the Customer

5.4 All Booking amendment requests must be received in writing from the Customer via email to 'info@walkintoluxury.com' no less than 90 days prior to the departure date.

5.5 The Company may consent to the amendment of a portion of or all of the Booking in its absolute discretion.

5.6 The Customer is responsible to ensure any components booked separately are appropriately amended by the Customer.

5.7 The Customer is responsible for any costs incurred in connection with the amendment request, including (but not limited to) new season or other rate increases, Third Party Provider amendment fees, and an AUD\$250.00 per person rebooking fee payable to the Company. The AUD\$250.00 per person Company rebooking fee is not payable for amendments in accordance with clause 5.9 of the T&C.

5.8 Any amendment to a Flight is subject to the specific ticket terms and airline policy applicable in the circumstances. Flight changes incur an AUD\$50.00 processing fee payable to the Company and may result in an additional cost being payable to cover a higher fare price and taxes/fees for the new ticket.

## 6 Health & Fitness

6.1 The Customer warrants that the Customer:

- (a) acknowledges the Travel Arrangements may require a moderate to high level of fitness and a degree of mental stamina;

- (b) is in good health and mental and physical condition;
- (c) has disclosed to the Company every matter concerning the Customer's health and mental and physical fitness of which the Customer is aware, or ought reasonably be expected to know, that is relevant to the Travel Arrangements (including but not limited to pre-existing medical conditions, prescribed medications, allergies and previous injuries);
- (d) will notify the Company in writing immediately upon any adverse change in the Customer's health or mental and physical fitness that may be likely to affect the Travel Arrangements;
- (e) permits the Company to disclose medical information to any consultant doctor or other health professional; and
- (f) will obtain a medical clearance from a health professional upon request by the Company in its absolute discretion.

6.2 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 the Travel Arrangements.

## 7 Customer's Further Warranties

7.1 The Customer warrants that:

- (d) the Customer has and will comply with all applicable laws, including in relation to entry to and within the location of the Travel Arrangements;
- (e) the Customer has and will comply with all lawful directions of the Company and its Representatives and Third Party Providers;
- (f) the Customer will adhere to all social distancing requirements and hygiene standards as implemented by the Company from time to time, including (but not limited to) undertaking a temperature test via a non-contact thermometer and or any other test that

is available prior to commencing the Travel Arrangements and at any time during the Travel Arrangements;

- (g) the Customer will supply and wear the Customer's own suitable related clothing, including appropriate footwear;
- (h) the Customer is solely responsible for having required medication (including epi-pens for allergies) with them and for advising the Company and its providers of such medication prior to commencing the Travel Arrangements;
- (i) there are no legal or other restrictions preventing the Customer from agreeing to the T&C;
- (j) the T&C apply to the Booking only;
- (k) the Customer acknowledges that the Customer may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in their daily life and by making a Booking the Customer acknowledges they have considered the potential risks, dangers and challenges, and expressly assumes those risks. The Customer is solely responsible for acquainting themselves with customs, weather conditions (including cyclones and other inclement weather), road conditions, physical challenges, accessibility and laws in effect at the location of the Travel Arrangements;
- (l) the Customer acknowledges that the location and nature of the Travel Arrangements, including (but not limited to) natural hazards, weather, environment, geography, and flora and fauna encountered while using or participating in the Travel Arrangements, may involve a significant amount of personal risk. The Customer hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any loss, damages or injuries or death resulting from any inherent risks;

- (m) the Customer is responsible for ensuring the Customer is eligible for entry to the location of the Travel Arrangements and all locations therein, including (but not limited to) ensuring compliance with travel requirements such as obtaining a valid passport and or VISA;
- (n) the Customer will cooperate with the Company and provide it with information that is reasonably required and necessary as requested by the Company from time to time, to enable the Company to carry out the Travel Arrangements and will comply with such requests in a timely manner; and
- (o) the information provided by the Customer is true, correct and complete.

**8 Itineraries & Brochures**

- 8.1 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 the Company in its absolute discretion.
- 8.2 The Company makes no warranties or representations as to the quality, specifications or suitability of any itinerary or travel package.

**9 Termination**

- 9.1 The Company may terminate the Booking if there has been a material breach of the T&C.
- 9.2 Any termination of the Booking in accordance with this provision will result in all monies paid by the Customer to the Company being forfeited by the Customer and retained by the Company.
- 9.3 The accrued rights, obligations and remedies of the Company are not affected by the termination of the T&C.

**10 Liability**

- 10.1 In addition to this clause 10, the Customer acknowledges reading and accepting the Waiver.
- 10.2 To the fullest extent permitted by law, the

Customer releases, waives, discharges and indemnifies the Company and its Representatives and Third Party Providers from any and all claims and actions, which may be made by the Customer or any third party, or on the Customer's behalf and or any third party's behalf, for loss, in any way arising out of or related to the Booking or the T&C, including (but not limited to) property loss or damage, bodily injury or death.

10.3 The Company and its Representatives and Third Party Providers shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, arising out of or in connection with the Booking, Travel Arrangements including any tour, or the T&C, whether arising under breach of contract, negligence (commission, omission or advice), statute or otherwise.

10.4 In the event that a Customer becomes unwell, injured, or lost while participating in a Travel Arrangement, the Customer authorises the Company to arrange any emergency evacuation or transportation, and medical treatment that may be deemed necessary for the Customer's health and safety. The Customer agrees to indemnify the Company and any supplier for any costs incurred in doing so.

10.5 To the fullest extent permitted by law, the total liability of the Company and its Representatives and Third Party Providers arising out of, or in connection with, the Booking, Travel Arrangements or the T&C is limited to the total value of the Booking.

- 10.6 This clause 10:
- (a) applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by the Company;
  - (b) is intended to be as broad and inclusive as is permitted by law; and
  - (c) does not exclude, restrict or modify the application of the *Competition and Consumer Act 2010* (Cth), or such other applicable law, as amended from time to time.

## 11 GST

- 11.1 Unless otherwise stated, all amounts payable by the Customer are inclusive of GST.
- 11.2 The Customer agrees to pay GST in respect of any goods or services that the Company supplies to the Customer and or are supplied to the Customer on behalf of the Company.

- (i) any additional costs payable on the new Travel Arrangements will be payable by the Customer in full at the time of Booking;
- (ii) additional costs may apply for Travel Arrangements in future seasons; and
- (iii) the credit, or any balance on a partially used credit, is not redeemable for cash.

## 12 Costs of Recovery

- 12.1 Any expenses, costs or disbursements incurred by the Company in recovering any monies payable by the Customer, including dishonoured cheques, debt collection agency fees, solicitor's costs and interest thereon shall be paid by the Customer on a full indemnity basis.

- 14.2 Where the Customer is unable to utilise or participate in the Travel Arrangements, or any part thereof, due to COVID-19 (or any other pandemic) border closures and or travel restrictions imposed by the applicable Government or other authorising body, the Company, in its sole discretion, may offer to the Customer:

## 13 Insurance

- 13.1 The Customer must obtain comprehensive travel and medical insurance including (but not limited to) cover for medical expenses, COVID-19 cancellation cover, evacuation charges, trip cancellation and force majeure events.

- (c) a transfer of the Travel Arrangements, or part thereof, to an alternative date within 12 months (or such longer period as is reasonable and determined by the Company in the circumstances), which transfer option is subject to availability; or
- (d) a credit, to the value of any monies paid, which credit will be transferable to another person and valid for travel within 12 months from the issue date (or such other longer period as determined by the Company in its absolute discretion), provided that:

## 14 Government Requirements / COVID-19

- 14.1 Where Travel Arrangements, or any part thereof, is cancelled by the Company or the Company deems is unable to proceed due to any COVID-19 (or any other pandemic) local outbreak or restrictions (imposed by the applicable Government or other authorising body), or such restrictions are either not removed as expected, extended, or re-imposed, the Company will offer to the Customer one of the following remedies, at its sole discretion:

- (a) a transfer of the Travel Arrangements, or part thereof, to an alternative date within 12 months (or such longer period as is reasonable and determined by the Company in the circumstances), which transfer option is subject to availability; or
- (b) a credit, to the value of any monies paid, which credit will be transferable to another person and valid for travel within 12 months from the issue date (or such other longer period as determined by the Company in its absolute discretion), provided that:

- (i) any additional costs payable on the new Travel Arrangements will be payable by the Customer in full at the time of Booking;
- (ii) additional costs may apply for Travel Arrangements in future seasons; and
- (iii) the credit, or any balance on a partially used credit, is not redeemable for cash.

- 14.3 If the Customer contracts COVID-19 (or any other pandemic virus or disease) within 14 days of the scheduled departure date, or is instructed to self-isolate by the applicable Government or other authorising body or other persons, the Customer must notify the Company in writing. In such circumstances, the

Customer (and any other guest cancelling as part of the Booking) will not be able to and will not be granted permission to undertake the Travel Arrangements. In consideration of clause 13.1, the Company, in its sole discretion, may offer to the Customer a transfer of the Travel Arrangements to an alternative date (subject to availability). The Company reserves the right to request supporting evidence of any contraction of COVID-19 or instruction to self-isolate.

14.4 Where the Customer presents with an elevated temperature or other symptoms of COVID-19 or any other communicable disease or virus (whether you are aware of the condition or not), the Company may in its absolute discretion:

- (a) refuse the Customer's participation in the Travel Arrangements;
- (b) request that the Customer wears a face mask or other protective equipment; or
- (c) request that the Customer leaves the Travel Arrangements at the earliest possible and safest opportunity.

14.5 Where clauses 14.4(a) and (c) apply, the Travel Arrangements will be deemed to have been cancelled by the Customer and clause 14.3 above will apply. All costs incurred by the Customer and or the Company as a consequence will be at the Customer's own expense. The Customer shall not be entitled to any refund of monies paid by the Customer to the Company under these circumstances.

14.6 Where the Customer presents with an elevated temperature or other symptoms of COVID-19 or any other communicable disease or virus and obtains a negative result to a COVID-19 test, the Company may in its absolute discretion allow the Customer to participate in or re-join the Travel Arrangements.

14.7 Where the Customer is not allowed to participate in or re-join the Travel Arrangements in accordance with clause 14.6 above, the Travel Arrangements will be deemed to have been cancelled by the Customer and clause 14.3 above will apply. All costs incurred by the Customer and or the Company as a consequence will be at the Customer's own expense. The Customer shall

not be entitled to any refund of monies paid by the Customer to the Company under these circumstances.

14.8 The Customer shall comply with all vaccination and or testing requirements and or directions by:

- (a) the applicable Government (Federal or State);
- (b) health authority or other authorising body;
- (c) the Company; or
- (d) any Third Party Provider,

in relation to COVID-19 (or any other disease or virus), for entry to the location of the Travel Arrangements or to use or participate in the Travel Arrangements.

14.9 The Customer will be required to be fully vaccinated from 31 January 2022. Proof of vaccination will be required prior to utilising or participating in any Travel Arrangements including commencing any tour. Where there is any inconsistency between the date specified in this clause for vaccination and any requirement or direction issued by the applicable Government (Federal or State), health authority or other authorising body, any such requirement or direction issued by the applicable Government (Federal or State), health authority or other authorising body will prevail.

14.10 Where the Customer:

- (a) is unable to meet any requirement (including where the applicable Government, health authority or other authorising body requirement is introduced subsequent to the Booking);
- (b) cancels the Booking; or
- (c) is unable to access the location of the Travel Arrangements,

as a result of a requirement referred to in clauses 14.8 and 14.9 above, the Customer shall forfeit all monies paid to the Company.

14.11 Where the Customer does not comply with

any requirement referred to in clauses 14.8 and 14.9 above, the Company reserves the right to decline the Booking, cancel the Booking or refuse the Customer's participation in the Travel Arrangements at the Company's absolute discretion and at the Customer's cost.

- 14.12 The Customer releases and indemnifies the Company from any liability, loss or damage, of any nature, that may occur to the Customer, the Company or any other person (including but not limited to persons departing on the same tour or utilising the same accommodation booked under the Travel Arrangements). Such liability, loss or damage may include (but is not limited to) all costs, losses and expenditures arising from the Customer's use or participation in the Travel Arrangements, any cancellation of the Travel Arrangements, or any injury, illness or death of the Customer or any person.

## 15 Force Majeure Event

- 15.1 If any Force Majeure Event results in the Company being prevented from, or delayed in, performing any of its obligations to the Customer:

- (a) then such a delay or prevention of performance shall not be deemed to be a breach of contract or any other obligation placed upon the Company under these T&C;
- (b) no loss or damage shall be claimed by the Customer from the Company by reason thereof; and
- (c) the Company shall use its best endeavours to minimise and reduce any period of suspension occasioned by any Force Majeure Event.

- 15.2 In the event of a Force Majeure Event, the Company, in its absolute discretion, may cancel the whole or part of a Booking and request the Customer depart any tour included in the Travel Arrangements.

## 16 Personal Information

- 16.1 The Customer's personal information may be used by the Company and may be disclosed to the Company's Representatives, agents, service providers, suppliers or other third

parties for any purpose associated with the Booking or Travel Arrangements. Customers joining a *Great Walk of Australia* walking tour will have their name and email address provided to *Great Walks of Australia* and may be contacted with an opportunity to receive information about other Great Walks. Any use or disclosure of the Customer's personal information by the Company will be in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles, or such other applicable law, and the Company's privacy policy located on its website, as amended from time to time.

- 16.2 In the course of the Customer's Travel Arrangements, photos or video may be taken by the Company or Representative of the Company. These images may be used in any promotional materials, website, all social media platforms (i.e. Instagram), etc., unless the Customer expressly requests in writing to the Company to not use the Customer's image. Otherwise, the Company is granted a perpetual, royalty-free, worldwide, irrevocable licence by the Customer to use such images for publicity and promotional purposes.

## 17 Behaviour

- 17.1 The Company has a zero-tolerance approach to any behaviour that puts Customer safety in danger or creates an unsafe environment for the Company and its Representatives. In the event of bullying, harassment, abusive or otherwise unsafe or unwelcome conduct, the offending Customer will be asked to leave the Travel Arrangements if the conduct does not immediately stop.

## 18 Relationship

- 18.1 The T&C are not intended to create a relationship between the parties of partnership, joint venture or employer and employee.

## 19 Assignment

- 19.1 The T&C are personal to the Customer and are not able to be assigned.

## 20 Updating

- 20.1 The Company reserves the right to update and or alter the T&C at any time for future



bookings. The T&C applicable to the Customer's Booking are those that are current at the time the Booking is made.

proceedings have been brought in an inconvenient forum, if that venue falls within clause 23.1.

## **21 Non Merger**

- 21.1 The covenants, agreements and obligations contained herein will not merge or terminate upon the termination of the Booking and or Tour and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain, subject to the T&C, in force and effect.

## **22 Waiver**

- 22.1 The Company will not be deemed to have waived any of its rights or remedies under these T&C or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the Customer.

## **23 Severance**

- 23.1 If any part of the T&C is wholly or partly invalid, unenforceable, illegal, void or voidable, the T&C must be construed as if that provision or part of a provision had been severed from the T&C and the parties remain bound by all of the provisions and part provisions remaining after severance.

## **24 Governing laws**

- 24.1 The T&C are governed by and shall be construed in accordance with the laws of the State of Western Australia.
- 24.2 The parties irrevocably:
- (a) submit to the exclusive jurisdiction of the Courts of Western Australia and the Courts competent to determine appeals from those Courts:
    - (i) for determination of any dispute claim or demand; or
    - (ii) with respect to any proceedings which may be brought at any time relating to these T&C,
  - (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any