

**BOOKING TERMS AND CONDITIONS**  
**(for international and domestic long hiking tour bookings)**

**KEY TERMS**

1. Hedonistic Hiking (the **Provider**) provides hiking tours (**Tours**) to its customers (**you**). These Booking Terms and Conditions (**Conditions**) constitute a legally binding contract between the Provider and you for the Tours and any other services provided by the Provider. These Conditions set out the basis of your legal relationship with the Provider.
2. You warrant and acknowledge to us that you have read and understood these Conditions and if booking on behalf of third parties, you have conveyed these Conditions to them.
3. No legally enforceable contract will be concluded, and no supply will have taken place, unless and until the following has occurred:
  - a. You have provided a fully completed Booking Form (at rear of the Conditions) (either by hand delivery, post, or email); and
  - b. The deposit has been received by the Provider in accordance with these Conditions (see clause 15).
4. We reserve the right to change these Conditions at any time prior to you providing a Booking Form or otherwise making a booking request. You will be subject to the Conditions published on our website at the time you provide your Booking Form or make your booking request. Please check our website for the most update version of our Conditions.

**SERVICES**

5. We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. You also receive the benefit of work we undertake in anticipation of bookings. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

**PRICES**

6. Subject to clause 9, all advertised prices are correct at the time of publication. The most up to date pricing is available on our website. Prices for European Tours are quoted in Euros, and Prices for Australian Tours are quoted in Australian dollars.
7. Payment can be made by:
  - a. bank transfer in Euros (for European tours); or
  - b. bank transfer in Australian Dollars (for Australian tours); or
  - c. credit or debit card in Australian Dollars only.
8. The Australian Dollar amount for card payments will be calculated according to the anticipated average exchange rate for the year and will include 3% bank fees (for currency exchange and credit card processing).
9. The Provider reserves the right to vary prices prior to commencement of your Tour for circumstances beyond its control such as the imposition of fuel surcharges or new or amended Government charges.
10. The Provider also reserves the right to vary prices due to currency fluctuations. However, the Provider will not vary prices for currency fluctuations once full payment has been received and the Provider will absorb the first 2% of any negative currency fluctuation.

11. If the Provider increases the price by more than 10%, you may cancel your travel arrangements and receive a full refund of payments made for those arrangements. You must exercise this right within 14 days after receipt of a surcharge invoice.

#### **Costs included in Tour Price**

12. The following items are included in the Tour price:
  - a. twin-share accommodation (where applicable); If you require a single room (DFS), further charges will apply. These charges are available on our website as a single supplement.
  - b. all scheduled transport referred to in the itinerary;
  - c. entry costs for scheduled activities referred to in the travel itinerary;
  - d. drinks and meals referred to in the itinerary; and
  - e. tour guides and drivers.

#### **Costs not included in Tour Price**

13. Costs that are not included in the Tour price include: airfares, passport and visa fees, vaccination costs, insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra drinks and meals, laundry, medical expenses including emergency evacuation, optional activities and trips, and any items of a personal nature.

#### **Deposit and Final Payment**

14. To secure your reservation, payment of the Tour price must be made as follows:
  - a. a deposit of 20% of the published Tour price is required per person within 7 days of date of us issuing you with a booking confirmation invoice; The deposit represents a fee payable to us for services associated with the processing of your booking. Because these services are provided as soon as we confirm your booking, the deposit is non-refundable other than where we cancel your travel arrangements for reasons other than Force Majeure (see below) and
  - b. the balance (being 80%) is due 90 days before departure.
15. When a booking is made within 90 days before departure, a reservation is only secured upon receipt of the total Tour price. Reservations made by private groups and via travel agents are also subject to these Conditions.
16. If you fail to make payment by the due date, we will remind you to make payment. In addition to the payment, you will also be responsible for any costs imposed on us by suppliers resulting from late payment. If we do not receive payment within 7 days after the reminder, you will be deemed to have cancelled your booking and your deposit will be forfeited.

#### **CANCELLATIONS BY YOU**

You may cancel your booking by giving written notice to us. We will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice:

- Over 90 days before commencement: Deposit only
- 90 days to 60 days before commencement: 50% of the booking value
- 59 days to 14 days before commencement: 75% of the booking value
- Within 14 days or no show 100% of the booking value

The cancellation charges specified above represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests.

However, you may elect for us to dynamically calculate cancellation fees specific to your booking. To do so, you must first pay us a fee which is the greater of \$250 and 5% of the booking value to compensate us for the work we need to do to dynamically calculate cancellation fees and associated processing.



If you make this choice and pay this fee, then cancellation fees and charges will be levied as follows:

- any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines or ground operators);
- where we or our related companies directly control any of the services included in your travel arrangements (for example, accommodation, vessels, transportation, guides), a reasonable amount attributable to such services which we reasonably determine we cannot resell;
- a fee which is the greater of the deposit and 25% of the booking value to compensate us for work performed and associated overheads up until the time of cancellation (including work performed in connection with your travel arrangements prior to your booking) and our loss of expected profit; and
- a fee which is the greater of \$200 and 5% of the booking value to compensate us for processing the cancellation and any associated refund.

Cancellation fees and charges will not exceed payments received by us at the time of cancellation. If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time.

Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. As we will be subject to third party terms and conditions, we make no guarantee that we will be able to make recoveries.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

#### **ILLNESS OR VACCINATION STATUS PREVENTING TOUR COMMENCEMENT**

17. If due to any illness, suspected illness or failure to satisfy any required tests or vaccines:

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the trip

and you are consequently prevented from commencing or continuing your trip, then:

- if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
- if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

18. We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

19. We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

#### **CANCELLATION BY THE PROVIDER**

20. In these Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).



21. If:

- in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) consider that your travel arrangements cannot safely or lawfully proceed due to a Force Majeure event; or
- you give us notice no more than 14 days prior to commencement of your booked travel arrangements that you cannot reasonably make use of them due a Force Majeure event (for example due to border closures)

then we may:

- reschedule your travel arrangements, but only if you are agreeable to the rescheduled arrangements; or
- cancel your travel arrangements, in which case our contract with you will terminate.

22. If we cancel your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will either:

- issue you with a credit equal to payments received by us for the cancelled travel arrangements, redeemable within 24 months of issue against any travel services offered by us; or
- refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third party costs and other expenses incurred by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

23. Please note that our ability to issue you with a credit may be dependent on our suppliers issuing corresponding credits to us. We cannot guarantee that our suppliers will issue corresponding credits and so in such circumstances we may opt to pay you a limited cash refund as outlined.

#### **Force Majeure - During travel**

24. If due to Force Majeure we cancel travel arrangements after your trip has commenced, we will provide you with a refund of recovered third party costs for cancelled travel arrangements only.

#### **Force Majeure – General**

25. Were a limited cash refund is to be paid by us, we will use reasonable endeavours to recover payments from third parties attributable to your booking, but we make no guarantee that we will be able to recover these payments either partially or at all. If after we have paid you a limited cash refund (or after we determine that no cash refund is currently payable) we recover payments from third parties attributable to your booking, then we will pass on this payment to you.

26. We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if your trip or particular travel arrangements are cancelled due to an event of Force Majeure.

27. If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

28. You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events as soon as you have paid a deposit.

#### **Other cancellations**

29. If we cancel your travel arrangements for reasons other than Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of travel arrangements of substantially equal quality if appropriate.



## **UNUSED & DENIED SERVICES**

30. No refunds will be made for any travel arrangements not utilised, whether by choice or because of late arrival or early departure, unless the late arrival was caused by matters within our direct control. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for.

## **MINIMUM NUMBERS**

31. All Tours are based on a minimum number of passengers travelling. If a trip fails to satisfy minimum numbers, the trip may be cancelled or re-costed. We will give you notice of cancellation or re-costing at least 90 days prior to the commencement of the Tour.
32. If the Tour is re-costed, you will have the option to either accept the new cost or to cancel your booking. You must make this election within 14 days of receiving notice from us. If the Tour is cancelled or if you cancel your booking in these circumstances, we will at your election refund all payments made or credit payments towards alternative arrangements.
33. We will not be responsible for any other travel arrangements affected by, or any additional costs incurred, as a result of cancellation in these circumstances.

## **LUGGAGE SIZE**

34. Luggage space is limited as we travel in 2 nine-seater mini vans. Please limit your luggage to one medium-sized bag/suitcase (max 70cm x 50cm x 25cm) and one piece of hand luggage (generally your walking rucksack). If you are on an extended holiday, and have extra luggage, we do not guarantee to transport it for you on the tour. It will be necessary to store this as left luggage at the airport or in your pre or post-tour hotel.

## **VACCINATIONS**

35. It is not mandatory for you to be vaccinated against Covid-19. However, we recommend you are fully-vaccinated with a vaccine approved by the Therapeutic Goods Administration.
36. It is your responsibility to obtain vaccinations and preventative medicines as may be required by countries we will visit during the Tour. Any information provided by us is given in good faith.

## **HEALTH AND FITNESS**

37. You are responsible for ensuring that you have adequately and appropriately prepared (both physically and mentally) for the Tour. It is your responsibility to advise the Provider of any pre-existing medical condition(s) and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a Tour and the enjoyment of other trip members. We do not carry, or have access to, a defibrillator whilst walking.
38. You may be requested by the Provider to provide an assessment of your medical condition from a qualified medical practitioner. If no assessment is provided to the Provider within a reasonable time, the Provider reserves the right, in its reasonable discretion, to cancel your booking and refund the money paid by you.
39. After you have made a booking, you must advise the Provider of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip.
40. The Provider may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance which the Provider cannot reasonably provide or if you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above). The Provider strongly encourages you to purchase travel insurance that adequately responds to cancellations associated with illness as soon as you have paid your deposit.



41. You warrant to the Provider that you:
- a. are and will continue to be in good physical and mental health and are fit and able to participate in the Tour and all of the activities to be undertaken as part of the Tour;
  - b. are not a danger to yourself or any Tour participant or any of the Provider's employees or suppliers; and
  - c. do not suffer from any medical condition which may prevent you from undertaking the Tour, including, but not limited to, epilepsy, dizziness, limb or back injury, angina or other heart condition, severe or uncontrolled asthma, visual impairment, depression or recovering from recent surgery.
42. The Provider reserves the right to terminate your participation in a Tour at any time, including after the commencement of the Tour, with no right of refund, if your medical condition and/or disability could be reasonably expected to be of risk to your health or to materially affect the normal conduct of the Tour and the enjoyment of other Tour members.
43. Generally, the Provider does not allow travellers under the age of 18 years on the Provider's scheduled itineraries. However, the Provider may, in its absolute and sole discretion, permit a person aged under 18 years to travel on a Tour with their legal guardian. For further information please contact the Provider.

#### **DIETARY REQUIREMENTS**

44. Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens other than where we have been negligent.

#### **TRAVEL INSURANCE**

45. You must obtain a comprehensive travel insurance policy from a reputable insurer which must cover accidents, injury, illness and death, medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable), personal liability, cancellation, curtailment and loss of luggage and personal effects and any activities to be provided during the Tour that are not covered by a standard travel insurance policy. The Provider strongly recommends your policy include ambulance cover. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

#### **INDEPENDENT SERVICES**

46. We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by us, is made in good-faith, based on known information, and does not make us responsible for the acts or omissions of the principal operator of the excursion or activity.

#### **ASSUMPTION OF RISK**

47. You acknowledge that participation in all Tours involves inherent risks that may not be present in the case of conventional or less demanding holidays. These risks include, without limitation, the possibility of injury or death, psychological trauma, heart attack, disease, loss or damage to property, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in the Tour involves visiting remote or unstable regions, or regions where there is dangerous wildlife.
48. You acknowledge that the activities that may be undertaken on a Tour involve a significant degree of physical exertion or physical risk and that the recreational services provided by the Provider may be dangerous. You further acknowledge that the Tour is undertaken for the purposes of recreation, enjoyment or leisure.
49. When assessing whether the Tour will operate, the Provider uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade. It is your responsibility to accustom yourself with the travel advice provided by this government body, as well as that of your country of residency, before commencing the Tour. By booking with the Provider, you acknowledge your decision to travel on the Tour is made after due consideration of relevant travel information that may be made available at any time.



## RESPONSIBILITY

### Services supplied by independent suppliers

50. Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) attraction and venue operators, and common carriers.
51. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier. Any claims you have in this regard must be made against the Independent Supplier.

### Services we directly supply

52. To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.
53. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or where the supplier is not an Independent Supplier) if they were carrying out the work we had asked them to do.
54. We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

### General

55. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays outside of our control..
56. All information we provide, including but not limited to information on our website, brochures, pamphlets and at our premises, relating to an independent supplier has been provided by suppliers or other independent third parties. We are not responsible for and make no warranty or representation about the accuracy of such information

## EXCLUSION OF LIABILITY

57. The Provider acknowledges that you have rights and guarantees under statutory consumer protection laws including the *Australian Consumer Law (ACL)* under the *Competition and Consumer Act 2010 (Cth) (CCA)* and the *Australian Consumer Law and Fair Trading Act 2012 (Vic) (ACLFT)*. Nothing in these Conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy under these laws which cannot lawfully be excluded, restricted or modified.
58. The guarantees contained in the ACL and the ACLFT can be excluded, restricted or modified in relation to the supply of recreational services To the extent elements of the Tour are considered recreational service and to the extent permitted by law, the Provider excludes all liability for a failure to comply with sections 60 to 62 of the ACL for:
- a. death;
  - b. physical or mental injury;
  - c. the aggravation, acceleration or recurrence of a physical or mental injury;
  - d. the contraction, aggravation or acceleration of a disease; and
  - e. 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 in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of the Provider to comply with a guarantee in sections 60 to 62 of the ACL.



59. These exclusions do not apply to significant personal injury that you suffer which is caused by our reckless conduct.
60. The Provider is not liable for any indirect loss, consequential loss, loss of income, profits, revenue or opportunity, loss or theft of goods, damage to goods, loss, theft or corruption of data or information, the cost of replacing or repairing goods, the cost of recovering or recompiling data or information, or any damage to reputation, in each case except for any such liability which may not be lawfully excluded under the CCA, ACLFT or other similar legislative provision, or at general law.
61. The Provider excludes all warranties and guarantees in connection with any goods or services supplied to you (on or in connection with any advice regarding such goods or services), other than those which may not be excluded under the ACL or other relevant legislation. For the avoidance of doubt, this exclusion includes an exclusion of all conditions and warranties implied by custom, the general law and statute (other than those which may not be excluded by force of law).

## **CHANGES TO YOUR TRIP**

### **Prior to travel**

62. Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time and you may elect to:
- proceed with the trip – if in our reasonable opinion the changes result in a reduction in the value of services, then we will refund you an amount attributable to the reduction determined by us acting reasonably; or
  - cancel your trip, in which case we will refund you all payments received by us at that time.
63. If you do not make an election in writing within 7 days of us notifying you of the significant change, then you will be deemed to have elected to proceed with the trip.

### **During travel**

64. You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns.

### **General**

65. To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications.
66. If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept.
67. We will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions resulting from an event of Force Majeure.
68. The information about Tours given to you by the Provider and pre-departure information are subject to change. It is your responsibility to review the up-to-date pre-departure information which can be obtained from the Provider.

## **YOUR OBLIGATIONS DURING THE TOUR**

69. You acknowledge and agree that should you become ill or injured at any time during the Tour, you will immediately cease participation in the Tour and seek appropriate medical advice. The Provider will provide reasonable assistance to you in this circumstance.





70. The Provider will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the Tour (including pre and post accommodation) are entirely at your own risk. The Provider cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.
71. In accordance with clauses 72 and 73, you agree to abide by the direction of the Tour Leader at all times.

#### **AUTHORITY OF THE LEADER**

72. You agree to comply with all lawful and reasonable directions and decisions of the Provider's leader or representative (**Leader**). At all times, the decision of the Leader will be final on all matters likely to affect the safety and well-being of you and the Tour. This includes any reasonable decision that the Leader makes about your on-going participation in the Tour or certain activities that comprise part of the Tour.
73. If you fail to comply with a reasonable decision made by the Leader, or interfere with the well-being of the group, then the Leader reserves the right to cancel your Tour and order you to leave the Tour immediately, with no right of refund.

#### **COMPLAINTS**

74. In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems as soon as possible. This is so we or our suppliers have had the opportunity to put things right on the ground.
75. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, please follow this up in writing within 30 days from the end of your travel arrangements. This is so we have the opportunity to pursue the claim with our own suppliers (if relevant).
76. If you fail to follow this procedure, this may limit your rights to make a claim.

#### **PASSPORT AND VISAS**

77. It is your responsibility to ensure you carry a valid passport and any required visas for your Tour. Please ensure that your passport is valid for 6 months beyond the duration of the Tour. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited.

#### **IMAGE RELEASE**

78. When on tour, we may take photographs or make recordings of you and your activities that identify you. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your tour.

#### **PRIVACY**

79. You acknowledge and agree that the Provider may disclose some or all of your personal and sensitive information as required for the purposes of the Tour as outlined in the Provider's Privacy Policy <http://www.hedonistichiking.com.au/>. The terms of the Provider's Privacy Policy are incorporated into these terms and conditions.
80. The Provider requires the personal information and sensitive information (medical and health information) requested in these Conditions in order to provide you with the goods and services. The Provider also requires the name and contact details of your emergency contact and may require the name and contact details for your healthcare professional. Please ensure you have their consent to disclose such information before providing it to the Provider. Without such Personal Information and Sensitive Information, the Provider may be unable to supply you with goods and services.



81. Some of your personal information and, where relevant, sensitive information will be accessible by the Provider and its suppliers including in Austria, France, Slovenia and Italy. Your personal information and sensitive information may be accessible in other countries where the software or online tools used by the Provider in connection with the provision of goods and services to you, are located or housed. If you consent to disclosure of the requested personal information and sensitive information in this manner, the Provider is not required to take steps to ensure that the overseas recipients do not breach the Australian Privacy Principles in relation to the disclosed information. Having been informed of the possibility that such disclosure may occur, you consent to that disclosure by providing or continuing to provide the information requested in this form.
82. The Provider's Privacy Policy contains information about how you may access the personal information and sensitive information that the Provider holds about you and information about how to seek correction of such information, if necessary. The Provider's Privacy Policy also contains information about how you may complain about an alleged breach of the Australian Privacy Principles and how the Provider will deal with such a complaint. The Provider's Privacy Policy can be viewed without charge at <http://www.hedonistichiking.com.au/>. Alternatively, please contact the Privacy Officer either via email at [info@hedonistichiking.com](mailto:info@hedonistichiking.com) or via phone on +61 (0)428 198 918 and the Provider will send or email you a free copy.

### **SEVERANCE**

83. If any provision of these Conditions is void, voidable, unenforceable, illegal, prohibited or otherwise invalid, the provision must be read down to the extent it can be to save it. If it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it. If that also fails to save it, the whole provision must be severed. The severing of any provision will not invalidate the remaining provisions of these Conditions.

### **GOVERNING LAW**

84. All matters arising out of or in connection with these Conditions are governed the laws of Victoria, Australia. Each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of Victoria, Australia.

**By signing, you acknowledge that you have read, understood and agree to be legally bound by the above terms and conditions and warrant that the information you have provided is complete, true and correct.**

June 2024

