

Terms & Conditions

Update – COVID-19



Given the unprecedented impact of COVID-19 we have adapted our booking conditions and cancellation policy to adapt to the constantly evolving nature of this now pandemic. **We have updated our policy effective immediately.** This policy will provide you with the assurance that your booking is secure with Adventure Bound Tours to be used in the future.

Terms of Booking

In making a booking with Adventure Bound Tours (ABT), you agree to accept our terms and conditions. Please read them carefully as they set out our respective rights and obligations.

Payments/Cancellations

A deposit is required at the time of booking with full payment due 60 days prior to the departure date. If you fail to pay by this date you may lose your place on the specified trek and your deposit may be forfeited.

Cancellation of bookings must be notified to us by letter or email as soon as possible. Your notice of cancellation will only be effective when it is received in writing by us. The following cancellations will be payable:-

- a. If you cancel your booking more than 120 days prior to departure, your deposit will be refunded less a \$100 administration fee.
- b. If you cancel your booking between 60 and 120 days prior to your Trek you will forfeit your full deposit.
- c. If you cancel 60 days or less prior to the departure date you will lose 50% of monies paid or the unrecoverable funds, whichever is higher. But may in consultation, transfer your full fee to a subsequent expedition.

If a discount is given for a group, the conditions for the discount is that the group size is maintained, and further charges will apply if the group gets smaller.

Individual Information Form

You must return your detailed information form as soon as possible after booking and no later than 60 days prior to your trek commencing. This will assist in the successful planning of your trek and allows us time to accommodate your needs, assess your physical capabilities and medical situation.

Route Changes/Cancellations/Delays

ABT reserve the right to cancel or modify any routes within the trek set out in the itinerary or substitute different or equivalent routes within the trek in place of cancelled or modified routes. This would only occur due to safety reasons and would be in the best interests of the participants.

In the instance of a trek being postponed, cancelled or modified due to safety issues (e.g. weather conditions, war, civil unrest, terrorist activity, Act of God, pandemic or due to government restrictions)

outside our control, the total amount paid would be transferable to another trek within 18 months, or an amount refunded less monies already unredeemable.

If a trek needs to be cancelled due to safety issues (e.g. weather conditions, war, civil unrest, terrorist activity, Act of God, pandemic or due to government restrictions), outside our control within a week of the trek, or during the trek, we will not be able to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result. However, at the discretion of ABT the trek fees may be transferred to a future trek.

A trek may be cancelled (at least 60 days prior), if the required number of trekkers (8) is not reached.

ABT reserve the right to reschedule a trek due to a guide being ill or injured, or for a replacement guide to take the trek at the scheduled time.

Price Variations

- a. The trek price may change at any time due to international currency fluctuations, Australian/PNG airport tax departure variations, airline fuel surcharges, and other charges.
- b. These variations would not normally be charged to you after your full payment has been received. However if the variations are substantial you will have the option of cancelling your trip and receiving a full refund or rescheduling to a later trek on the Kokoda Track.

Health and Fitness Requirements

You must be in good health and physical condition at the time of booking and any changes to your physical condition are to be communicated to ABT prior to your departure date. You will be required to submit a medical questionnaire completed by you or your doctor as proof that you are fit enough to participate in all aspects of the trek.

If you fail to comply with the duty of disclosure in this condition and if ABT would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, ABT will not be liable.

Adventure Bound Tours reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

Dietary requirements

On booking it is the responsibility of the individual to inform ABT of any specific dietary requirements in order for us to be able to assess whether we are able to accommodate your needs. If you have specific dietary requirements that are outside our capabilities, due to the remoteness of the trek and the country of operation, it may be necessary for the individual trekker to supplement their own food.

Withdrawal

In the event of your withdrawal from the trek for any reason; you will be responsible for meeting all transport, food, medical and accommodation expenses. These expenses should be covered by Travel Insurance and it would be your responsibility to lodge a claim.

ABT reserves the right to remove a participant from a trek at their own expense; without delay should their actions and or conduct compromise the safety of themselves or any other persons or if in the opinion of the trek leader I am physically unable to complete the Trek.

Insurance

It is a condition of booking with ABT, and your responsibility, to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellations. Your insurance policy must also include provision for emergency evacuation from anywhere along the trek by helicopter, aircraft, porters or boat. You must provide evidence to ABT that you have obtained personal travel insurance and that it covers all activities that you expect to participate in.

Privacy

You permit Adventure Bound Tours 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 Adventure Bound Tour representatives in order to ensure your safety and well-being.

Passports and Visas

It is your responsibility that you carry a valid passport and have obtained the appropriate visas when travelling with ABT. Please ensure that your passport is valid for 6 months beyond the duration of your holiday.

It is the individual trekker's responsibility to apply and obtain their visa.

Assumption of Risk

You understand and accept that your proposed trek may expose you to inherent risks. You understand that the activities of swimming, kayaking, trekking and snorkeling are inherently dangerous. These activities could result in, without limitation, the possibility of injury or death, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. You must accept that you will be travelling through a remote area where outside assistance may be delayed or unavailable if an unforeseen event occurs. This may be due to medical, weather or political situations and may affect you or other members of the group or our trek crew. You must understand and accept that a medical emergency in this remote area may be life threatening and by completing this booking form you accept these potential adverse and unfavourable conditions and potential life threatening situations as your choice.

There is no way of predicting all the hazards you may face. While ABT will take reasonable precautions to minimise the risks, there is no way ABT can guarantee my safety on this expedition to a level of 100%. Our areas of operation are remote with little or no medical support. In some remote areas self-rescue is the only option. My guide may need to begin first aid appropriate to the remoteness of the area and the nature of my ailment. While ABT will take all reasonable precautions to maintain my safety I understand that I also am responsible to act in a responsible and safe manner that will not endanger myself or others in my party.

I certify that I have read and understood these risks and they are acceptable to me

Release and Waiver of Liability

You understand and agree that ABT is not responsible for the acts and omissions of others, including tour guides, airlines and accommodation providers or for any loss, damage, death, injury or expense

which may incur as a consequence of the acts and omissions of others. ABT will not accept responsibility or liability if you contravene any law or regulation of any country or region visited.

To the fullest extent permitted by law, ABT does not accept liability for any loss, damage, death or injury however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from your participation in a trek. Or in respect of a failure or omission on the part of ABT to comply with its obligations under this contract.

To the fullest extent permitted by law you also agree not to seek compensation, financial or otherwise from any incident that might occur during or associated with my trip, from ABT, its directors, employees or subcontractors and waive any associated claims that you may have against ABT as a result of your participation in any trek.

I understand that the Kokoda Trek is a strenuous and physically demanding trek. The Doctor's certificate I am asked to obtain allows ABT, to know I am capable and healthy to trek the Kokoda Track. If I am not able to produce the GP certificate I then take full responsibility for my physical readiness to trek. ABT accepts no liability for any foreseen or known health issues, including heart disease, high blood pressure, peripheral vascular disease, or atherosclerosis.

Declaration

In checking the button beneath, I acknowledge that I have read, understood and accept the [terms and conditions](#) set out by Adventure Bound Tours. I have also read and agreed to the Release and Waiver of Liability.

**Please note if the participant is under the age of 18, the form requires the signature of a parent or guardian.

- I acknowledge I have read and understood the terms and conditions.
 - I Accept

Signed: _____

Date: _____