



Terms and Conditions

Please carefully read 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 the Blue Mountains Adventure Company Pty Ltd (BMAC) and you. No variation of these conditions will be effective unless in writing and signed by a person so authorised by BMAC.

1. Bookings

To confirm your reservation, BMAC requires full payment at the time of booking. Bookings are not confirmed until BMAC receives full payment. Reservations may be held with a 50% deposit at the discretion of management. Large group reservations may have additional terms and conditions - please ask at the time of booking. Costs are quoted in \$AU and include GST. Payment can be made either by direct deposit, credit card (Mastercard, Visa or AMEX), EFTPOS, or cash (\$AU only). Payments by direct deposit must be received 10 business days before your tour.

2. Cancellation

Notification of you cancelling a tour must be in writing. The following fees apply on cancellation where your cancellation occurs within:

- 2 or more weeks from departure: no charge
- 8-14 days from departure: 25% of tour cost
- 3-7 days from departure: 50% of tour cost
- Less than 3 days from departure – 100% of tour cost

BMAC strongly recommends that you obtain suitable private travel and/or cancellation insurance for your booking. If you pay by credit card you may like to check whether cancellation insurance is included.

- If you must cancel at the last minute, we may, at our sole discretion allow you to transfer your tour to an alternate and suitable person nominated by you. No refund will be provided to you under these circumstances and the alternate person is subject to agreeing to our booking conditions.
- If a participant cancels a tour after commencement, no refund will apply.
- Any changes to tours may incur an administration fee of \$50.
- Failure to show for your activity will result in loss of tour cost. Late arrival for your tour will result in 100% forfeiture of tour cost paid.

3. Poor weather policy

BMAC activities will operate in all but weather conditions that we deem unsafe. Rain, wind, cold and fog do not prevent us conducting our tours. Unless you hear from us, assume your tour is going ahead. BMAC will inform you if cancelling your scheduled tour is necessary. Participants that decide not to attend/participate based on weather (against our policy and/or advice) will forfeit the full tour cost. Where poor weather causes cancellation of a tour, BMAC may offer you the nearest possible alternative tour, if this is not possible then please see our Credit and Refund Policy.

4. Change of Group Numbers

Please keep us informed of any changes to the numbers in your group. A reduction in numbers will incur charges for each missing person as outlined in our cancellation policy. An increase in numbers may not always be possible. To avoid disappointment, notify us of changes as early as possible.

5. Credit and Refund Policy

Participants whose tour is cancelled by BMAC for any reason (including but not limited to weather, venue

closures, or any other reasonable situation that will require the same) will be given a credit for a future tour commensurate to the original tour. Refunds or credit transfers may be given at the discretion of management.

6. Conditions of Travel

BMAC reserves the right to cancel any tour prior to departure or to modify any routes or substitute different or equivalent routes within the tour in place of a cancelled or modified route, or postpone or delay the tour if in the absolute discretion of BMAC inclement weather or other conditions are likely to be hazardous. All safety instructions given by our staff must be adhered to or you will be removed from the tour for the safety of yourself and others.

7. Limitation of Liability

BMAC will not be liable for any additional expenses relating to your tour, including but not limited to cancellations, missing connecting transport, extra accommodation, or food expenses. All additional expenses incurred remain the sole responsibility of the participant.

8. Assumption of Risk

You acknowledge and agree that by the very nature of the activities that you are participating in, they are more challenging and demanding with a commensurately higher risk compared with activities in urban environments and involve potential exposure to injury and possible death. The potential dangers and risks associated with these activities may include difficult and dangerous terrain, physical exertion for long periods, extremes of weather including sudden and unexpected changes and evacuation difficulties in the event of injury.

9. Minimum Numbers

Minimum participant numbers apply for all tours. Where minimum numbers are not met, BMAC reserves the right to cancel the tour or offer a suitable alternative tour (subject to a payment for any price difference at our discretion). Alternatively, you may be given the option to pay a surcharge and proceed with the tour as booked. BMAC will inform you prior to your tour if minimum numbers are not achieved and if this surcharge will apply. If this is not agreeable to you, then please see our Credit and Refund Policy listed at clause 5.

10. Special Requirements

You must be in good fitness, as defined by us, to participate and must adhere to our vaccination policy as listed on our website. Any special requirements for participants must be notified to us at the time of booking. This includes but is not limited to physical disabilities, medical conditions, and dietary requirements.

11. Removal from Tours

A participant may be removed from a tour for any reasonable reason, including but limited to non-adherence to our policies, as listed on our website. BMAC reserves the right to deny participating on a tour for a participant who in our opinion is intoxicated, disorderly, a hazard to themselves or others, abusive, not physically able, mentally incapable, or objectionable in any other way. BMAC will not be liable for any additional expenses incurred as a result of your removal or non-participation.

12. Minors

Participants under the age of 18 must have a tour waiver form completed by their parent or guardian. Participants under the age of 18 must be accompanied by a parent or guardian, except where prior arrangement has been made with management. Not all tours are appropriate or available for people under the age of 18. Please call our office to confirm before booking.

13. The Environment

Most of our tours are conducted in sensitive areas. We proudly provide you with access to these natural and cultural wonders but ask that you respect and protect these wondrous resources. Please do not interfere with, pick up, alter or remove any plant, animal or other natural, historical or cultural feature. Please stay to formed paths, carry all your rubbish out with you and use minimal impact toileting procedures.

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