

# **BOOKING TERMS AND CONDITIONS**

These booking terms and conditions contain important information to trek the Kokoda Track in the Owen Stanley Range in Papua New Guinea with Kokoda Campaign Tours, who are a licenced commercial tour operator with the Kokoda Track Authority. You must read these booking terms and conditions carefully and make sure you fully understand the conditions stated. These booking terms and conditions constitute a legally binding contract between you and Kokoda Campaign Tours and the services provided by Kokoda Campaign Tours and set out the basis of your legal relationship with Kokoda Campaign Tours.

### 1) BOOKINGS

- Kokoda Campaign Tours will accept and hold unconfirmed reservations for 21 days, however preference will be given to those who make a deposit first as trek numbers are limited.
- ii. Prices are quoted in Australian Dollars (AUD).
- iii. A booking form and a medical form needs to be completed, signed and returned as soon as possible to secure a placement on a tour.

#### 2) GROUP DISCOUNTS

- i. Group bookings can be arranged and will be discounted when the group exceeds 10 or more persons. Groups are limited to a maximum of 20 persons per group. If the group exceeds 20 persons, the group will still be on the same tour but may have to be split into two separate groups.
- ii. The group organiser is responsible for the return of the booking forms for all persons in the group. The discount will only apply if the booking forms are returned all together as a group. An invoice can be issued for a group as a whole or for each individual person in the group.

## 3) PAYMENTS

- i. Kokoda Campaign Tours accepts Australian bank cheques, money orders and BPAY® as payments.
- ii. All clients will be given a Customer Reference Number (C.R.N) which must be quoted when making all BPAY payments for the guided tour price only and any optional tour extras.
- iii. A non-refundable deposit of \$500 must be made within 14 days of the receipt of your invoice. Payment of your deposit represents your acceptance of the booking terms and conditions stated in this document.
- iv. Accounts can be paid off in instalments. Full payments must be received no later than 60 days prior to departure. A monthly statement will be issued showing payment history and account balance. A final receipt will be issued once payment is received in full.
- v. Late bookings will be accepted depending on flight, accommodation and group number availabilities. If a late booking is accepted the client must pay the total amount in full.

#### 4) CANCELLATIONS, WITHDRAWALS AND CHANGES

- i. Kokoda Campaign Tours has a minimum requirement of at least 7 persons on each trek. Kokoda Campaign Tours reserves the right to cancel any trek that does not have sufficient numbers to operate no less than 30 days from the departure date.
- ii. If due to government travel advice or warnings, Kokoda Campaign Tours reserves the right to cancel a trek at any time same being for circumstances beyond our control which includes but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, and adverse weather conditions.

- iii. If due to injury, illness or other circumstances, Kokoda Campaign Tours will allow the client to postpone and change to a future date. If the client is permanently unable to participate, we will allow a change of name and another a person to take their place. If travel agent arrangements have been finalised, the client is bound by the travel agents terms and conditions regarding flights etc. which differ to ours.
- iv. If due to injury, illness or other circumstances, Kokoda Campaign Tours will allow the client to postpone and change to a future date. If the client is permanently unable to participate, we will allow a change of
- v. If you wish to cancel your trek with Kokoda Campaign Tours you must notify us in writing at the earliest possible time. Cancellation fees are as follows:

Cancellations more than 60 days prior to trek:

Cancellations between 30 and 59 days prior to trek:

Cancellations between 15 and 29 days prior to trek:

50% of trek price

Cancellations less than 14 days prior to trek: 100% of the total trek/package price

#### 5) TRAVEL AGENT

- i. To ensure a smooth running of the trekking schedule, all flights, resort accommodation and travel insurance are booked through our preferred internationally licenced travel agent. Upon confirmation of a booking and a deposit paid to Kokoda Campaign Tours, the travel agent will contact you to arrange your travel package.
- ii. Expenses related to the travel agents package must be paid directly to the travel agent. Travel agents terms and conditions differ to Kokoda Campaign Tours booking terms and conditions. A deposit must also be paid to the travel agent to hold reservations for flights and accommodation.
- iii. ANZAC treks may attract an additional night's accommodation pre or post trek of approx. \$250 per person twin share due to unavailable flights during peak season.
- iv. Final travel documentations will be issued by the travel agent once flights, accommodation and insurance arrangements are finalised and full payment received by the travel agent. This will include flight itinerary, E-Tickets, accommodation details and the insurance policy.
- v. Clients also have the option to make their own travel arrangements. Clients who choose to book their own travel requirements must supply to us proof of travel insurance, take full responsibility for their own travel related affairs and make and pay for their own way to and from meeting/debriefing points if not staying at the same resort accommodation as the tour leader.

#### 6) PRICE AND TREK VARIATIONS

- i. Kokoda Campaign Tours reserves the right to pass on any unforseen price rises beyond our control from third party services used by Kokoda Campaign Tours or for any other reason deemed necessary to the clients' unless the client's payment has been received in full. Clients will be notified if the decision is made to pass on these price rises.
- ii. Kokoda Campaign Tours reserves the right to change or vary the trek itinerary for any reason it sees fit to do so.
- iii. ANZAC treks may attract a surcharge of \$250 per person being for a peak season price variation.

#### 7) PASSPORT AND VISAS

- i. It is the responsibility of all clients to ensure they have a valid passport when travelling with Kokoda Campaign Tours. Passports must have at least 6 months validity from the return date of the trek.
- ii. A Visa is required to enter PNG and must be obtained in advance of your trip from a PNG Consulate office.

#### 8) HEALTH AND FITNESS

- i. Upon confirmation of a deposit a pre-trekking guide will be issued with a medical questionnaire. The pre-trekking guide includes general trekking information, gear checklist, travel and medical advice, fitness plan and training tips, trek itinerary and other useful information.
- ii. It is the responsibility of all clients to advise Kokoda Campaign Tours of any pre-existing medical conditions and/or disability that could be reasonably expected to increase the risk of you requiring medical attention or evacuation.

- iii. The medical questionnaire must be filled out, signed and returned to Kokoda Campaign Tours no later than 60 days prior to departure. It is the responsibility of all clients to advise Kokoda Campaign Tours prior to the departure date of any changes to their health after submitting the medical questionnaire that may affect their participation in a trek.
- iv. If further evidence is required, Kokoda Campaign Tours will send a medical clearance form to the client which must be taken to their medical practitioner to state that the client is physically capable of undertaking the physically demanding 96km journey.
- v. Kokoda Campaign Tours reserves the right to cancel your participation in a trek at any time, including the commencement of your trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal daily conduct of the trek and the enjoyment of other trek members.
- vi. It is the clients responsibility to seek medical advice from their medical practitioner before departure in regards to vaccinations and medications required to visit Papua New Guinea. Advice is given in regards to this in the trekking guide.
- vii. To trek the Kokoda Track a high level of fitness is required. It is the responsibility of the client to ensure they have undertaken a reasonable level of daily fitness activity for a reasonable amount of time before departure to ensure they are prepared to trek the Kokoda Track. Advice is given in the pre-trekking guide to help prepare for the trip.

### 9) TRAVEL INSURANCE AND EVACUATION

- i. All clients must have full travel insurance including helicopter lift emergency evacuation prior to departure. This is arranged through the travel agent. Your insurance policy must be carried with you at all times whilst in Papua New Guinea and whilst on the Kokoda Track. Travel insurance will only cover evacuations from the Kokoda Track in medical emergencies. It may not cover the client if this was an exacerbation of a pre-existing condition.
- ii. No refunds will be made if you are evacuated or leave a trek for any reason whatsoever, either voluntarily, involuntarily or if you commit any unlawful act after the trip has commenced.
- iii. Kokoda Campaign tours will not be responsible or liable for any expense whatsoever, or however caused that relates to an evacuation. If a client wishes to leave a trek at their own accord it will be at their own expense.
- iv. All clients must provide Kokoda Campaign Tours with an emergency contact in case of an accident or evacuation occurring whilst in Papua New Guinea. If the clients emergency contact persons details change, they must advise Kokoda Campaign Tours at the earliest possible time before departure.
- v. In the case of any one of these events occurring clients must be aware that their personal information may have to be shared with the travel insurance company.
- vi. If a client is evacuated or leaves a trek for any reason whatsoever the client is responsible for paying for accommodation until their return to Australia. The client does not have the right to alter or change post-trek group accommodation bookings made by the travel agent at the nominated post-trek resort. It is the sole responsibility of the client to liaise with the travel insurance company after an evacuation or incident has occurred.

#### 10) ACCOMMODATION AND MEALS

- i. Food will be provided by Kokoda Campaign Tours on the track. Care and consideration is taken when purchasing food for the nutritional and dietary benefits of our clients.
- ii. Any expenses occurred such as meals, beverages, telephone calls, dry cleaning and room service at the accommodation/resorts pre and post trekking will be at the expense of the client.
- iii. Food, chips and soft drinks sold by villagers along the Kokoda Track are at the expense of the client.
- iv. All clients must be responsible for supplying their own means of water purification when trekking the Kokoda Track. This can be in tablet form or any other purification means. Clients must supply their own drink bottles, flasks and or dehydration packs.
- v. Kokoda Campaign Tours will not be responsible in any way for clients who purchase and consume local produce or products while visiting Papua New Guinea.
- vi. Accommodation provided by Kokoda Campaign Tours on the Kokoda Track is in 3 man tents (two persons per tent) or bunkhouse style accommodation (depending on availability). Tents must be returned and left in a clean usable condition. Persons not wishing to share a tent can bring their own if preferred.

Kokoda Campaign Tours will do our best to cater to each individuals needs but can not always guarantee a tent will be available for single use.

## 11) MINORS

- i. Children under the age of 18 must be accompanied by an adult or legal guardian and must be supervised at all times.
- ii. If the child requires medical evacuation then an adult, legal guardian or a paramedic must accompany the child and stay with them at all times.

### 12) BACKPACKS AND PERSONAL PORTERS

- i. It is the responsibility of all clients to supply their own hiking backpacks. Kokoda Campaign Tours hires out backpacks for a cost of \$30 p/p per trip.
- ii. Personal porters can be hired for a cost of \$650 per porter/per person. Personal porters will carry no more than 20 kg of weight.
- iii. If a client hires a personal porter, the client must supply the hiking backpack the porter will carry unless they hire one from Kokoda Campaign Tours. The client must also carry a small day pack with their valuable items, daily ration pack and their drinks/water if they hire a personal porter.

### 13) PERSONAL PROPERTY

- i. It is the responsibility of all clients to ensure they safeguard their valuable items and personal property and take the necessary precautions to ensure they do not have their personal property lost or stolen.
- ii. Kokoda Campaign Tours will not be responsible or liable for any loss or theft of a clients personal property that may have occurred whilst participating in a trek at any time with Kokoda Campaign Tours.
- iii. It is the responsibility of all clients to ensure they have the mandatory gear required to participate in a trek with Kokoda Campaign Tours. We will not be responsible for any client who does not bring or forgets to bring the necessary items needed to ensure a comfortable and enjoyable trek. A gear guide is provided in the pre- trekking guide with items you must take.

#### 14) LIMITATION ON LIABILITY

- i. Kokoda Campaign Tours operates treks in a region where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure are, at times, not of the standard you are used to in Australia. We will not be responsible or liable for any inconvenience or any issues relating to the above mentioned standards whilst visiting Papua New Guinea.
- ii. Kokoda Campaign Tours provides our services with due care and skill, however trekking in the Owen Stanley Range in Papua New Guinea may expose you to unforseen inherent dangers therefore we will not be responsible or liable for any loss, death, injury, damage or expense occurred or any other incident however caused, while participating in a trek at any time with Kokoda Campaign Tours.

#### 15) THIRD PARTY OPERATORS

i. We will not be responsible or liable for circumstance beyond our control which includes but is not limited to, flight delays, lost baggage, theft of baggage/personal property/money and illness or any other incident however caused when using third party services such as travel agents, airlines, resorts and others used by Kokoda Campaign Tours.