



Booking form

To reserve your place on a luxury adventure, please complete and sign this booking form and send it to Seven Skies together with a non-refundable deposit of \$2,000 per person. Please complete one booking form per person. On receipt of the booking form and deposit we will send you a departure package for your luxury adventure.

Personal details

PLEASE PROVIDE YOUR NAME AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR

SURNAME:

FIRST NAME:

ADDRESS:

SUBURB/CITY: POSTCODE:

STATE:

COUNTRY:

TELEPHONE:

HOME:

BUSINESS:

MOBILE:

EMAIL:

AGE: DATE OF BIRTH (DD/MM/YY):

HEIGHT (CM): WEIGHT (KG):

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO

IF YES, PLEASE PROVIDE DETAILS:

DO YOU HAVE ANY SPECIAL DIETARY REQUIREMENTS? YES NO

IF YES, PLEASE PROVIDE DETAILS:

PLEASE PROVIDE DETAILS OF PREVIOUS KAYAKING, CYCLING, TREKKING, OR ANY OTHER OUTDOOR EXPERIENCE:

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Passport details

NATIONALITY:

PASSPORT NUMBER:

PLACE OF ISSUE:

DATE OF ISSUE (DD/MM/YY):

DATE OF EXPIRY (DD/MM/YY):

Your next luxury adventure

ADVENTURE NAME:

DEPARTURE DATE:

DO YOU REQUIRE A SINGLE OCCUPANCY? YES NO

(SINGLE SUPPLEMENT FEE APPLIES)

HAVE YOU TRAVELLED WITH US BEFORE? YES NO

HOW DID YOU HEAR ABOUT SEVEN SKIES?

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Payment options

You can make payments to us by direct deposit or credit card. All payments must be made in Australian dollars.

Please send the booking form to:

Mail

Seven Skies
PO Box 789
Lutwyche QLD 4030
Australia

Email

nathan@sevenskies.com.au

I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS ACCOMPANYING THIS BOOKING FORM.

SIGNED: DATE:/...../.....

NAME:

Seven Skies, PO Box 789 Lutwyche QLD 4031 Australia

T +61 7 3160 5484 | M +61 (0)488 433 300 | nathan@sevenskies.com.au | www.sevenskies.com.au

Terms and Conditions

Our agreement

These terms and conditions set out your agreement with Seven Skies and contain important information. When you complete and send a Booking Form to us or make payment to us of your deposit you agree to these terms and conditions. Please read the terms and conditions carefully and ensure you understand them. These terms and conditions constitute the entire agreement between you and us.

Booking and payment

To reserve your place on one of our journeys, please complete and sign the Booking Form and send it to us together with a non-refundable deposit of \$2,000 per person, per journey.

The balance of the price of a journey is payable 90 days prior to departure. If you do not pay the balance of the price by this time we will cancel your booking and you will lose your deposit.

You can make payments to us by direct deposit or credit card (a surcharge applies if you pay by credit card). All payments must be made in Australian dollars.

The price of our journeys

The price listed for a journey is based on the costs and exchange rates current at the time of pricing, and is in Australian dollars.

We price and publish the cost of our journeys some time in advance of a journey taking place. Between the time of pricing and the time of a journey taking place we are occasionally faced with cost increases or exchange rate fluctuations that are unforeseen or beyond our reasonable control and which we cannot absorb.

Although we will take all reasonable steps to ensure our prices do not increase between the time they are published and the time of a journey taking place, we reserve the right to amend our prices at any time up to and including the departure date (whether you have paid for your journey in full or not). Any increase in the price of a journey must be paid by you prior to departure.

What is included in the price of our journeys

The price listed for a journey includes accommodation, meals (not including drinks), transportation and transfers, a Seven Skies' host, and activities and equipment, as noted in the itinerary for each journey.

What is not included in the price of our journeys

The price listed for a journey does not include any international or domestic airfares, airport taxes, excess baggage charges, passport and/or visa fees, insurance of any kind, gratuities of any kind, extra meals, drinks, laundry, medical expenses, or any items of a personal nature.

Single supplement price

The accommodation for our journeys is based on double occupancy.

We appreciate that sometimes people travel solo and may prefer to either share accommodation or enjoy a single occupancy. Subject to availability, we will do our best to arrange your accommodation as you wish. If you are travelling solo and you wish to share accommodation we will try to match you with someone of the same gender. If there is no one with whom you can share or you would prefer a single occupancy we will require you to pay the single supplement price listed for a journey.

Cancellation by you

If it becomes necessary for you to cancel your journey, you must provide written notice to us. The date of your cancellation is the date on which we receive written notice from you.

If it becomes necessary for you to cancel your journey the following cancellation fees, per person, per journey, apply:

- if you cancel more than 90 days prior to departure, you will lose your deposit;
- if you cancel less than 90 days prior to departure, you will lose 100% of the price of the journey.

We will not provide any refunds to you if you leave a journey for any reason after the journey has begun. We will also not provide any refunds to you for any accommodation, transport, activities, meals or other services that, for whatever reason, may not be used by you during a journey.

Transferring to another journey

If you wish to transfer from one journey to another, or transfer to a later departure date for a journey, you must provide written notice to us. The date of your transfer request is the date on which we receive written notice from you.

If you wish to transfer the following transfer fees, per person, per journey, apply:

- if you transfer more than 90 days prior to your original departure date, a fee of \$2,000 will apply;
- if you transfer less than 90 days prior to your original departure date, you will lose 100% of the price of the original journey.

Depending on your new journey departure date, there may be a difference in the price of your journey. You will also need to pay for any increase to the price of your journey for your new departure dates.

Cancellation by us

Although we will take all reasonable steps to operate our journeys as planned, sometimes unforeseen circumstances or circumstances beyond our reasonable control mean that we may need to cancel a journey.

We reserve the right to cancel any journey at any time due to unforeseen circumstances or circumstances beyond our reasonable control which make us unable to operate a journey as planned.

If we cancel a journey prior to departure we will provide you with a full refund of the price you have paid to us for the journey. If we cancel a journey following departure, we will not provide any refund to you.

We exclude completely all liability to you for loss or damage of any kind (including, but not limited to, airfares or other transportation expenses, airport taxes, visa fees, passport fees, medical expenses, accommodation, and equipment expenses) arising from or relating in any way to the cancellation of a journey due to unforeseen circumstances or circumstances beyond our reasonable control.

Cancellation by us - inadequate booking numbers

We reserve the right to cancel the departure of a journey at any time prior to departure where there are too few people booked to journey with us.

If we cancel the departure of a journey due to inadequate booking numbers we will provide you with a full refund of the price you have paid to us for the journey.

We exclude completely all liability to you for loss or damage of any kind (including, but not limited to, airfares or other transportation expenses, airport taxes, visa fees, passport fees, medical expenses, accommodation, and equipment expenses) arising from or relating in any way to the cancellation of a journey due to inadequate booking numbers.

Changes to your journey

Although we will take all reasonable steps to operate our journeys as planned, unforeseen circumstances or circumstances beyond our reasonable control mean that sometimes a journey can change. Changes can occur to the start and end date of a journey, the length of a journey, accommodation, meals, modes of transport, activities and the route we take on a journey.

We reserve the right to change any aspect of a journey at any time due to unforeseen circumstances or circumstances beyond our reasonable control which make us unable to operate a journey as planned.

In the event a change is made to any aspect of a journey as a result of unforeseen circumstances or circumstances beyond our reasonable control, any additional expenses that arise as a result of the change are payable by you.

We exclude completely all liability to you for loss or damage of any kind (including, but not limited to, airfares or other transportation expenses, airport taxes, visa fees, passport fees, medical expenses, accommodation, and equipment expenses) arising from or relating in any way to a change to any aspect of a journey due to unforeseen circumstances or circumstances beyond our reasonable control.

Force majeure

If we are unable to perform or are delayed in performing an obligation under this agreement which is caused by or which arises or results from any cause outside our reasonable control which could not have been prevented or avoided by us taking all reasonable steps (a force majeure event), we will not be responsible for any loss or expense suffered or incurred by you as a result of, and to the extent that, we are unable to perform or are delayed in performing our obligations because of a force majeure event.

Limitation of liability

To the maximum extent permitted by law, we exclude completely all liability to you, whether in contract, tort, under any statute or otherwise, for loss (including any indirect or consequential loss), death, injury or damage of any kind (however caused, including by negligence), arising from or relating in any way to this agreement and/or your participation in a journey.

To the maximum extent permitted by law, you release us and our officers, servants, agents, and employees from all actions, suits, causes of action, liability, claims and demands which you may now have or may at any time have against us and our officers, servants, agents, and employees arising on any basis whatsoever, out of or in connection with or otherwise relating in any way to this agreement and/or your participation in a journey.

Where any law implies in this agreement a term which may not lawfully be excluded, then to the maximum extent permitted by law, our liability for breach of the term will at our option be limited to the supply of the services again, or the payment of the cost of having them supplied again.

Your health and fitness responsibilities

It is important that you are in good health and physical condition when you join us on one of our journeys. As well as allowing you to get maximum enjoyment out of your journey, some of the regions we visit are remote, have limited or no medical and communication services, and evacuation in the event of illness or injury is difficult and expensive. In other regions we visit, standards of medical care may not be the same as the standards you are used to.

When you book a journey with us we will provide you with a Medical Clearance Form for your doctor to complete. You are required to provide us with the completed Medical Clearance Form 42 days prior to departure. If you fail to provide us with the completed Medical Clearance Form prior to this time we may cancel your booking. In the event we cancel your booking, we will not provide any refund of the price you have paid to us for the journey.

In booking a journey you agree that you are in good health and physical condition for the journey. You also agree that from the time you book a journey until the time you complete a journey you will provide us with written notice of any pre-existing medical condition, any other matter concerning your health and/or physical condition, or any change to your health and/or physical condition, that might reasonably be expected to be relevant to our decision to agree to accept you as a journey member, or our decision to agree to your continued participation in a journey.

If you fail to provide us with written notice of these matters, and we would not have agreed to accept, or continued to accept, you as a journey member had you provided us with written notice of these matters, to the maximum extent permitted by law, we exclude completely all liability to you for any injury, death, damage or loss of any kind arising from or relating in any way to your participation in a journey.

We reserve the right to decline to accept, or continue to accept, you as a journey member at any time if your medical condition, or any other matter concerning your health and/or physical condition, could reasonably be expected to be detrimental to you or other members, or affect our normal operation of a journey.

In the event we exercise the right to decline to accept, or continue to accept, you as a journey member, we will not provide any refund of the price you have paid to us for the journey. We exclude completely all liability to you for loss or damage of any kind (including, but not limited to, airfares or other transportation expenses, airport taxes, visa fees, passport fees, medical expenses, accommodation, and equipment expenses) arising from or relating in any way to the exercise of this right.

Adventure travel - risks

Our journeys take place in different regions around the world. We actively explore the places we visit. Some of the regions we visit are remote and others have standards of infrastructure, transport, safety, hygiene, and medical care that may not be the same as the standards you are used to.

You agree that adventure travel involves inherent risks that may not be present in a conventional holiday. Some of the risks associated with adventure travel include, but are not limited to; being exposed to extremes of weather, high altitude and marine environments; negotiating difficult and dangerous terrain; travelling in politically unstable or remote areas; travelling in areas with limited or no medical and communication services and where evacuation in the event of illness or injury is difficult. You accept the increased risks associated with adventure travel, including the risk of injury, death, disease, and loss or damage of any kind.

It is your responsibility to be familiar with the travel information and advice provided by your country of residence before commencing your journey. You agree that your decision to journey with us is made after you have considered all relevant travel information and advice.

Our leadership and discretion

At our discretion and at any time we may decline to accept or restrain from further participation any person as a journey member. At our discretion and at any time we may also agree to accept or retain any person as a journey member.

While traveling with us you agree to accept, at all times, the authority of the Seven Skies' personnel hosting your journey, and the decisions they make during your journey. At the discretion of the Seven Skies' personnel hosting your journey, you may be asked to leave a journey where, because of matters concerning your behaviour, health and/or physical condition, your continued participation in a journey could reasonably be expected to be detrimental to you or other members, or affect our normal operation of a journey.

In the event Seven Skies' personnel exercise this discretion, we will not provide any refund of the price you have paid to us for the journey. We exclude completely all liability to you for loss or damage of any kind (including, but not limited to, airfares or other transportation expenses, airport taxes, visa fees, passport fees,

medical expenses, accommodation, and equipment expenses) arising from or relating in any way to the exercise of this discretion.

Our Borneo journey – the optional via ferrata

You agree that from the time you book a journey with us until the time you complete the via ferrata you are between 10 to 70 years of age inclusive, are less than 100 kilograms in weight, are at least 1.3 metres in height, and that you do not have any physical disability that may restrict your ability to undertake the via ferrata in a safe manner.

You agree that you will execute a Release, Waiver of Liability and Indemnification Agreement immediately prior to commencing your via ferrata.

Passports and visas

It is your responsibility to ensure that you carry a valid passport, and have obtained the appropriate visas and re-entry permits which meet the requirements of the relevant authorities, when you journey with us. Please ensure your passport is valid for at least 6 months beyond the duration of your journey. We exclude completely all liability to you for loss or damage of any kind arising from or relating in any way to a failure by you to comply with the requirements of the relevant authorities.

Insurance

Comprehensive travel insurance is compulsory for all Seven Skies' journeys and is not included in the price listed for a journey. It is your responsibility to take out appropriate and valid travel insurance. Your travel insurance must provide cover against accidents, injury, illness, death, medical expenses, emergency repatriation, emergency evacuation, personal liability, cancellation, curtailment and loss of luggage and personal effects. We strongly recommend that you take out comprehensive travel insurance at the time of booking with us, with cover that continues for the full duration of your journey.

You are required to provide written notice to us of your comprehensive travel insurance policy details prior to departure. If you fail to provide us with these details prior to departure we may cancel your booking. In the event we cancel your booking, we will not provide any refund of the price you have paid to us for the journey.

Photography

We may take photographs of, or film, you during our journeys for use by us for promotional and/or commercial purposes. You agree that we may use images or film taken of you during a journey.

Privacy

During the course of carrying on our business, we may collect personal information from you. That information may be disclosed by us for the purposes for which it was collected. That information may also be disclosed by us within Seven Skies, on a confidential basis to external service providers so that they can provide services in connection with our business, as required by law, or with your consent. We take reasonable steps to protect all information which we hold (including your personal information) from misuse, loss, unauthorised access, modification or disclosure.

Notices

All notices in connection with this agreement must be in writing and be signed by the sender. Notices can be sent in writing by prepaid ordinary post (airmail if appropriate) to Seven Skies, PO Box 789, Lutwyche, QLD 4030, Australia, or by email to nathan@seven skies.com.au. Where notices in connection with this agreement are sent by email, the email must state the first and last name of the sender.

A written notice takes effect on the date we receive the notice.

Jurisdiction

This agreement is governed by the law in force in Queensland. Each party submits to the exclusive jurisdiction of the courts of that place.