



WOLGAN VALLEY ECO TOURS

TERMS AND CONDITIONS

BOOKINGS

1. Deposit requirement

A 50% non-refundable deposit applies per person for your booking to be confirmed. If your booking is made within 7 days of the hike or tour date then the full amount is payable at the time of booking.

2. Acceptance of booking and final payments

In the event that your booking is accepted, Wolgan Valley Eco Tours will issue a confirmation invoice. Refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the hike or tour price is due 7 days prior to the hike or tour date. If this balance is not paid on or before the due date, Wolgan Valley Eco Tours reserves the right to treat your booking as cancelled.

3. Your details

In order for Wolgan Valley Eco Tours to confirm your booking, you must provide all requested details with the balance of the hike or tour price. Necessary details include full name, contact details, and any pre-existing medical conditions you have which may affect your ability to participate in the booked hike or tour. Your booking cannot be confirmed without provision of these details.

4. Booking amendments

If you wish to transfer from one hike or tour to another, or transfer the booking to a third party you must notify Wolgan Valley Eco Tours at least 7 days prior to the proposed date. A fee of \$10 per person per change will apply. If Wolgan Valley Eco Tours is notified less than 6 days prior to the proposed date the refund policy applicable to cancellations will apply.

5. Age & Health requirements

Due to the nature of Donkey Mountain, the minimum age for the Donkey Mountain Hike is 14 years. The minimum age for the Glow Worm Tunnel Hike and Newnes Township and Newnes Shale Oil Refinery Ruins Walking Tour is 8 years. All other tours are not affected by age restrictions. All children under 16 years of age must be accompanied by an adult.

Guests must ensure that they are suitably fit to allow full participation in the hike or tour. It is your responsibility to ensure that you obtain proper and detailed medical advice prior to participation in any hikes or tours.

CANCELLATIONS

1. Cancellation by the guest

If the booking is cancelled, cancellation fees will apply. A cancellation will only be effective when Wolgan Valley Eco Tours receives written confirmation of the cancellation. If you cancel your hike or tour booking:

- between 7 and 14 days prior to the hike or tour - full refund; and,
- 3 to 6 days prior to the hike or tour - 50% refund;
- within 2 days prior to hike or tour – no refund.

If you fail to join a hike or tour, join it after departure, or leave it prior to its completion, no refund will be made.

2. Cancellation by Wolgan Valley Eco Tours

Wolgan Valley Eco Tours may cancel a hike or tour at any time prior to the date if; due to natural disasters or other external events, it is not viable to operate the planned tour or hike. If cancellation of your hike or tour occurs, you can transfer amounts paid to an alternate hike or tour date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside of reasonable control, refunds will be issued less any unrecoverable costs. Wolgan Valley Eco Tours is not responsible for any incidental expenses that you may have incurred as a result of your booking.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK

1. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the geographical attributes present dangers and physical challenges greater than those present in our daily lives. Wolgan Valley Eco Tours uses information from relevant government departments in assessing whether the hike or tour should operate. However it is also your own responsibility to acquaint yourself with the nature of your hike or tour. You acknowledge that your decision to participate in any hikes or tours is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such activity.

2. Limitation of liability

To the fullest extent permitted by law:

- Any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a hike or tour, or any breach of the Booking Conditions, is excluded;
- You release Wolgan Valley Eco Tours, its officers, directors, employees, representatives, agents and volunteers, and The Minister for the Environment, The Chief Executive of the Office of Environment and Heritage and Crown in Right of New South Wales from any liability and expressly waive any claims you may have against the releasees arising out of or in connection with your participation in a hike or tour; and,
- Any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, Wolgan Valley Eco Tours liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar hike or tour to an equivalent value; or (ii) a refund of the total amount received by Wolgan Valley Eco Tours from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

CLAIMS AND COMPLAINTS

If you have a complaint about your hike or tour please inform the tour guide at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to Wolgan Valley Eco Tours within 30 days of the end of the hike or tour.

PRIVACY POLICY

Any personal information that Wolgan Valley Eco Tours collects about you may be used for any purpose associated with the operation of a hike or tour or to send you marketing material in relation to special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the hike or tour. We will otherwise treat your details in accordance with our privacy policy.

GENERAL

1. Hike and tour departure points

It is your responsibility to ensure that you meet the hike or tour at the arranged points. The departure points for hikes and tours delivered by Wolgan Valley Eco Tours are as follows:

- Glow Worm Tunnel Hike – Glow Worm Tunnel Trailhead, Wolgan Road Wolgan Valley NSW 2790
- Donkey Mountain Hike – Donkey Mountain carpark, Wolgan Road Wolgan Valley NSW 2790
- Newnes Township and Newnes Shale Oil Refinery Ruins Walking Tour – Newnes Hotel, Newnes Wolgan Road Wolgan Valley NSW 2790
- Petries Gully Nature Walk – Petries Gully Pipeline Track trailhead, Little Capertee Creek Camping Ground, Newnes Wolgan Valley NSW 2790
- Wollemi Twilight Wildlife Tour - Petries Gully Pipeline Track trailhead, Little Capertee Creek Camping Ground, Newnes Wolgan Valley NSW 2790

Wolgan Valley Eco Tours will not be liable if any hike or tour starts or finishes later than its specified time. Wolgan Valley Eco Tours will endeavour to ensure that start and finish times are met.

2. Vehicle transfers for hikes and tours

Vehicle transfers required by guests for any tour or hike attract an additional cost and are not inclusive in the tour price.

Wolgan Valley Eco Tours will collect and return guests to their accommodation within the Greater Lithgow region only. Vehicle transfers can only accommodate a maximum of four people.

3. Weather

All hikes and tours delivered by Wolgan Valley Eco Tours are subject to weather conditions.

4. Group Size

A minimum booking of two (2) people is required in order for a hike or tour to proceed. The maximum number of people booked onto any one hike or tour (excluding the Donkey Mountain Hike) cannot exceed ten (10) people. Due to the fragility of the Donkey Mountain environment, the maximum number of booked people allowable on the Donkey Mountain Hike is four (4) people only.

5. Authority on the hike or tour

The decision of the tour guide is final on all matters likely to affect the safety or well-being of any person participating in the hike or tour. If you fail to comply with a decision made by the tour guide, or interfere with the well-being or mobility of the group, the tour guide may direct you to leave the hike or tour immediately, with no right of refund. Wolgan Valley Eco Tours may also elect not to carry you on any future hikes or tours booked.

6. Photos and marketing

You consent to Wolgan Valley Eco Tours using images of you taken during the hike or tour for advertising and promotional purposes in any medium chosen. You grant Wolgan Valley Eco Tours a perpetual, royalty-free, irrevocable licence to use such images for publicity and promotional purposes.

UPDATING OF TERMS AND CONDITIONS

Wolgan Valley Eco Tours reserves the right to update and/or alter these terms and conditions at any time, and it is the Clients responsibility to be familiar with them. The latest terms and conditions can always be found on Wolgan Valley Eco Tours website www.wolganvalleyeco.tours.com.au and will supersede any previous versions.