

## BOOKING TERMS

### PRICING

1. Prices effective 1 January 2022.
2. The price quoted on trekker's Booking Confirmation letter is held firm for 14 days from the date of the letter. A booking made after this time is subject to any price charges.
3. In the case of a price rise for the event, airline, accommodation, government fees, currency fluctuations of more than 2% drop against the Australian dollar, personal porters or other services, we will attempt to inform trekkers by letter or email, but prices are subject to change without notice. Any price rise will only affect trekkers who have not already paid for their event and airline tickets in full.
4. All price rises are passed on, until payment has been received in full.
5. These booking terms cover all of our Kokoda Spirit tours.

### BOOKING

1. Your trek reservation is confirmed on receipt of a **non-refundable deposit of \$500** per person per trek. Your deposit must be received within 14 days of booking or the reservation will automatically be cancelled. **Deposit is non-refundable.**
2. The balance of payment is due 10 weeks prior to trek departure.
3. The trekker is deemed to have read, understood and agreed to these Booking Terms, by paying the deposit.
4. Payment in full is required at time of booking for any reservations made less than 10 weeks prior to departure from Australia.
5. Our price is a package price. If you wish to vary the package price then you are liable for any accommodation, flight, travel, food or other variations not agreed in writing with Kokoda Spirit. The trekker acknowledges that they are aware of the inclusions and exclusions specified in the Kokoda Spirit documentation for the package selected.
6. Before paying the deposit you:
  - (a) acknowledge the hardships, difficulties and potential dangers of trekking across the chosen adventure and you accept those conditions.
  - (b) agree to undertake a full medical checkup prior to undergoing any exercise or training program in preparation for trekking the chosen adventure.
  - (c) agrees to commit to and implement a suitable training and fitness program specific to requirements necessary for trekking the chosen adventure. The trekker will take all reasonable avenues to obtain specific training advice regarding the fitness requirements to successfully complete the trek across the chosen adventure.
  - (d) agree to ensure all pre-trek paper work including Doctor's Clearance Letter, Assumption of Risk, Trekker Information and Travel Insurance is returned to Kokoda Spirit within the

time frame requested by Kokoda Spirit in the pre-trek documentation requests sent to you;

(e) understand and acknowledge the difference in inclusions, services, expectations and price between guided treks. This understanding includes but is not limited to the difference in historical briefings, commemorative services, communication and track briefings. You understand that the trek you have booked (including date, direction, is nominated on your Booking Confirmation Letter.

(f) You acknowledge the **Deposit is non-refundable.**

(g) Must be vaccinated as per Government requirements and guidelines and have vaccination proof.

- Must have proof of a negative PCR test within 72 hours of arrival and/or any other requirement to travel and enter the booked destination.

- Must apply for a travel permit and or appropriate Visa. Acknowledge all protocols and requirements and obtain and accept all necessary requirements to travel to the destination. Kokoda Spirit is not responsible for any quarantine, medical, testing or requirements by the authorised authorities.

(h) You acknowledge you have read and understood the Terms for booking.

## PRICE INCLUSIONS & EXCLUSIONS

1. The trek price does not cover costs and expenses (including the return to your home) if you leave the event of your own volition, or due to illness/accident, or as a consequence of action by the government of the destinations that we trek and tour or Australia or any other country that your trip operates.
2. Kokoda Spirit will provide each trekker with a list of "what's included" and "what's not included" (inclusions and exclusions). It is the sole responsibility of the trekker to provide the items on the "what's not included" list.
3. It is the trekker's responsibility to pay for telephone calls, extra night's accommodation, extra meals and personal items whilst in country.

## CANCELLATIONS, NOTICES & CHARGES

1. The following cancellation fees will be applied (per person) for cancelled treks paid in full or part:
  - (a) Cancellations more than 90 days prior to trek - \$750 cancellation fee and full loss of deposit and porter and hire costs.
  - (b) Cancellations between 41 & 90 days prior to trek - 60% of the event price, full loss of deposit and porter and hire costs.
  - (c) Cancellations less than 40 days prior to trek - 100% of the total event/package price.

These cancellation fees apply to any postponed tour, if the tour is cancelled, in relation to the

original trek dates, not the postponed dates.

2. Deposit is non-refundable.
3. Deposit (full or part payments) cannot be transferred from one person to another person.
4. Transfer trek date (Kokoda Spirit may agree to a transfer or travel credit, depending upon availability). If agreed, any replacement trek must be within the same trekking season (i.e., the trek cannot be transferred to the following year) and a transfer fee of \$750 per person will apply. If a trek cannot be taken by the trekker within the same trekking season the above cancellation notices apply, the original booking terms will apply.
5. Kokoda Spirit strongly recommends that your travel insurance policy include cover for cancellation charges in the event of cancellation of trip or event due to illness or any other circumstances. There may be a delay in processing any travel insurance refund due, as we await advice of cancellation charges by airlines, hotels and ground operators.
6. Trek may be cancelled or postponed for any reason by Kokoda Spirit including due to terrorism, natural disasters, war, Track closure, political instability, Pandemics, Epidemics or other external events it is not viable for us to operate the planned itinerary. Cancelled trips will be offered travel credit or moved to alternative trek dates.

### **PRICE / TREK VARIATIONS**

1. Trek prices are subject to change at any time due to currency fluctuations, or Australia/PNG other countries airport tax departure variations and other charges.
2. Trekkers are responsible for any price rises due to charter plane cost increases, accommodation increases or costs in porters or other related costs until your trek and airline tickets are paid for in full.
3. Trekkers will be notified of event price changes in writing.
4. A minimum of:
  - 6 trekkers are required for a local Led trek to proceed; 12 trekkers are required for an Australian Led trek to proceed.
  - unless agreement for a lesser number has been negotiated with Kokoda Spirit, in writing.

### **TOUR VARIATIONS**

1) We may cancel or postpone a trip at any time prior to departure if, due to terrorism, natural disasters, Pandemics, Epidemics political instability, travel bans, closure of borders or other external events that is not viable for us to operate the planned itinerary. If we cancel or postpone your trip, you can transfer amounts paid as travel credit to an alternate departure date within a designated 2-year time period. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights. Booking terms and cancellations are as per original booking.



1. PNG and other countries have been referred to as “the land of the unexpected’. It is a developing nation, and we cannot accept responsibility for accident, loss, injury, disappointment, and delay or irregularity in flight, accommodation, transportation and other services provided on your trip. While we endeavour to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.
2. Before departure: If we make a major change, we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itineraries. When a major change is made you may choose between accepting the change, obtaining a travel credit on the land portion of the trip only or accepting an alternative tour offered.
3. After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itineraries such as visas, vaccinations or non-refundable flights.
  - a) Trek Masters and Australian guides nominated for treks can vary due to changing schedules, sickness, injury or other unforeseen circumstances. Kokoda Spirit will allocate the best available Trek Master or Australian guide but cannot give any assurance that any particular guide will be on any trek.
4. If for any reason, including injury to the Australian guide during a trek, Kokoda Spirit is unable to provide an Australian guide for a booked Australian Led trek, or the Australian guide is unable to complete the trek, Kokoda Spirit may refund to trekkers on such trek the difference between the price of an Australian Led trek and a local led trek in appropriate circumstances, but shall not otherwise be liable to trekkers affected by any change.
5. Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

### **TREK ITINERARY VARIATIONS**

1. Kokoda Spirit reserves the right to vary the trek itinerary/schedule in the event of unforeseen circumstances. We may cancel or postpone a trip at any time prior to departure if, due to terrorism, natural disasters, political instability, travel bans, closure of borders or other external events it is not viable for us to operate the planned itinerary. If we cancel or postpone your trip, you can transfer amounts paid to an alternate departure date, travel credits will apply. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.
2. Kokoda Spirit will not be liable for any delay in, change to or cancellation of trips due to 'Force Majeure'. 'Force Majeure' means a circumstance beyond the reasonable control of Kokoda Spirit and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, Pandemic, Epidemics industrial or nuclear disaster, adverse weather conditions, fire and strikes. In case of 'Force Majeure' or government travel advice, Kokoda Spirit will make every effort to transfer your trek to another date or destination or issue travel credits. Kokoda Spirit will not be liable for any additional costs incurred by you.

### **YOUR DETAILS**

1. In order for us to confirm your travel arrangements, you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some more demanding trips we also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

### **ACCOMMODATION**

1. Our price is a package price, which includes pre and post event accommodation only. Accommodation is based on a twin share. Accommodation may be upgraded to a single room, subject to availability, in which case a single price room will be charged to the trekker.
2. If due to illness, finishing the trek earlier, or for any other reason you change your pre-booked accommodation dates whilst in country, you will be responsible for paying for the extra night (s).
3. Hotel management require that accommodation, other than the dates given to the Hotel by Kokoda Spirit, are to be paid for by the participant at the time of check-in. Kokoda Spirit provides accommodation the night before the event starts and the night the event finishes (only).
4. Any extra nights are the responsibility of the trekker, and the trekker must pay the Hotel



upon check-in.

5. Hotel accommodation can be upgraded, but this must be organised by the trekker. Kokoda Spirit provides a package price, which includes the 2 night's accommodation in total, being one nights' accommodation pre-trek and one nights' accommodation post-trek based on twin share.
6. Upon requesting trekkers' accommodation, if the hotel is full, Kokoda Spirit will organise to the best of its ability for alternative accommodation arrangements. Trekkers will be notified of hotel changes.
7. Accommodation along the Track can vary from campsite to campsite. There is no guarantee that guesthouse accommodation or grassed campsites will be available. Overnight accommodation is on a non-booking system and a first come first served basis. Campsites are allocated and controlled by the landowners along the Track, not by Kokoda Spirit. Kokoda Spirit will make available to our clients the best accommodation available at the time.

#### **FITNESS & DOCTOR'S CLEARANCE**

1. Trekkers must have a high level of physical fitness and mobility and should be able to negotiate uneven surfaces, river crossings, and climb stairs.
2. All treks involve high levels of physical activity every day.
3. Kokoda Spirit will provide each participant with a letter to take to their Doctor to sign and return to the Kokoda Spirit office.
4. It is the trekker's responsibility to consult their doctor for a Doctor's clearance letter and vaccination requirements.
5. Trekkers must provide the Doctor's clearance letter no later than 4 weeks before departure date. If the Doctor's clearance letter is not provided to Kokoda Spirit 4 weeks before the departure date, Kokoda Spirit reserves the right to refuse a trekker participation in the event. No refund will be payable if trekker does not supply Doctors clearance letter.
6. Kokoda Spirit reserves the right to refuse participation to or to retire any trekker who is deemed to be unfit or unprepared to complete the journey.
7. By paying the deposit, you acknowledge that you:
  - (a) understand the hardships, difficulties and potential dangers of trekking across the booked Track and accept those conditions.
  - (b) agree to undertake a full medical checkup prior to undergoing any exercise or training program in preparation for trekking the booked trek.
  - (c) will commit to and implement a suitable training and fitness program specific to requirements necessary for the trekking the booked trek. Trekkers must take all reasonable avenues to obtain specific training advice regarding the fitness

- requirements to successfully complete the trek across the booked trek; and
- (d) will ensure all pre-trek paper work including Doctor's Clearance Letter, Assumption of Risk, Trekker Information and Travel Insurance is returned to Kokoda Spirit within the time frame requested by Kokoda Spirit in the pre-trek documentation requests sent to a trekker.

### **CHILDREN**

1. An adult must accompany children under the age of 18. Adult supervision is required at all times.
2. Adults accompanying a child will be responsible for any behaviour deemed not acceptable by Kokoda Spirit staff.
3. If a child requires a Medical/Emergency Evacuation an adult must accompany the child and stay with them at all times.
4. In the event of early departure from the trek (i.e. less than the days specified) with a child, an adult must accompany the child and stay with them at all times.

### **DAMAGE**

1. Kokoda Spirit accepts no responsibility for any damage or loss suffered by trekkers whilst on the Kokoda Trail, whilst at the hotel accommodation, or during transfer, transportation etc.
2. Any trekker who has caused damage will be required to pay for damage in full.

### **RETIRING FROM THE EVENT / EARLY DEPARTURE**

1. Retiring from the trek or early departure from the trek, including evacuation (i.e., less days than the event dates specified on participants Booking Confirmation letter) will incur additional cost of extra staff to return the participant back to base, transportation, administration costs (including satellite phone calls, international and mobile phone calls) and all other expenses incurred in returning you back to base.
2. Trekkers are not entitled to any refund on early departure from their nominated trekking dates for any reason.
3. Early departure from the trek will automatically forfeit post-trek accommodation. The trekker is responsible for organising accommodation and must pay the hotel directly for their stay. The trekker will be personally responsible for these extra costs.
4. If you require or request helicopter evacuation you will be liable for all costs associated with the procedure. Kokoda Spirit will invoice you for these extra costs. It is your responsibility to organise any payment claims through your travel insurance company.
5. If a trekker leaves the Track for any reason, they are not able to rejoin the trek at a later date.

### **PASSPORT**

1. All trekkers need to have a current passport. Your passport needs to be valid for at least 6

months after your return date from destination booked.

### **HELICOPTER AIR LIFT OUT**

1. In the event of an emergency whilst on the trek/tour, Kokoda Spirit staff will assess the situation and act accordingly.
2. If Kokoda Spirit considers helicopter evacuation is required for a participant, Kokoda Spirit will put emergency procedures in place. Your nominated next of kin may be contacted by either Kokoda Spirit or your travel insurance company.
3. The trekker understands and acknowledges that when requesting an emergency evacuation with the trekker's travel insurance company, Kokoda Spirit are required to provide the travel insurance company with the trekker's private details.
4. All costs relating to a "Medical/Emergency Evacuation" will be charged to the trekker (including and not limited to administration costs, phone calls, staff wages assisting in the evacuation etc.)
5. If a child requires a Medical/Emergency Evacuation an adult must accompany the child and stay with them at all times.
6. Accommodation required due to an evacuation is the responsibility of the trekker and must be paid directly to the hotel.

### **TREKKING GEAR**

1. Kokoda Spirit will provide each trekker with a Trekking Gear List as a recommendation of what to take while trekking. This trekking gear list is only a recommendation.
2. The trekker is liable to pay for any excess baggage on any international or internal flight in country or Australia.

### **HIRE GEAR**

1. Kokoda Spirit hires gear to their trekkers for the purpose of the Kokoda Track only.
2. Any loss or damage to such equipment will be at the trekker's expense.
3. Any Kokoda Spirit equipment not returned at the end of the trek will be charged to the trekker at new replacement cost.

### **TRAVEL & HEALTH INSURANCE**

1. It is mandatory for each trekker to have affected a suitable personal travel insurance policy prior to your departure from Australia. A participant will not be allowed to commence the event without adequate travel insurance. If a trek is cancelled by either party, then the trekker is required to lodge insurance claim with their insurance company.
2. We recommend that each trekker should take out travel insurance prior to paying deposit and trek in full. If a trek is cancelled by either party, then the trekker is required to lodge insurance claim with their insurance company.



3. The policy must cover the unforeseen cancellation of your trip, the loss of personal items, the cost of emergency evacuation by air from any point along the Trail to base or Australia if necessary, and medical/hospital treatment within country and/or Australia.
4. Kokoda Spirit requires all details of your travel insurance no later than one month before departure. A copy of the insurers 'Certificate of Currency' must be provided to Kokoda Spirit which includes details of your full name, policy number, dates of travel, destinations, the travel insurance company's 24-hour emergency phone number, etc.
5. All baggage and personal effects are at all times, and in all circumstances, at the risk of the trekker. Baggage insurance is strongly recommended.
6. Kokoda Spirit is not responsible for the loss or late arrival of any baggage.
7. Trekkers acknowledge that their trekking equipment, personal items, medical and other gear is essential for their trek across the Track and should pack in their cabin luggage any essential items such as boots, medications etc. essential to them (subject to aircraft rules and laws).
8. Trekkers acknowledge that they are responsible for any additional costs associated with joining the event at a later date due to their late arrival to the trek or late arrival of baggage.
9. We highly recommend you immediately take-out personal travel insurance upon booking and paying for your trek.

### **ACCEPTANCE OF RISK**

1. 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 political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks' attendant upon such travel.

### **LIMITATION OF LIABILITY**

1. We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.
2. 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 trip, or any breach of the Booking Conditions, is excluded;

- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
  - any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.
3. To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.
  4. 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.
  5. In the event of any legal action against Kokoda Spirit the client agrees that such action will be determined under the terms of the laws of Queensland, Australia.

### **GROUP SIZES**

1. For a local led trek, the maximum number of trekkers per group is 16 (this excludes Anzac Treks and excludes personal porters and Kokoda Spirit staff).
2. For an Australian led trek, the maximum number of trekkers per group is 20 (this excludes Anzac Treks and excludes personal porters and Kokoda Spirit staff).
3. The maximum number of trekkers may vary with private groups and is negotiable with Kokoda Spirit.
4. Maximum numbers may change for our Anzac Treks. This will be a management decision.
5. Kokoda Spirit reserves the right to have more than one trek leaving at the same time, on the same date and going in the same direction, on the same itinerary.

### **PERSONAL PORTER**

1. If you wish to engage a personal porter, Kokoda Spirit must be informed no later than 6 weeks prior to your trek starting date.
2. Payment for a personal porter must be received by the Kokoda Spirit office no later than 6 weeks prior to departure date.
3. Australian or local led treks:
  - A personal porter is an extra cost on top of Kokoda Spirit trek price. The cost of a personal porter is \$730 AUD, non-negotiable.
  - If a trekker requires a personal porter once the trekker has arrived in country or at any stage throughout the trek, the trekker will be charged an extra 25% on top of the \$730 quoted price, (i.e., \$912.50) to be paid within 7 days of finishing your trek.

#### 4. Anzac Treks

- A personal porter is an extra cost, on top of Kokoda Spirit trek price.
- The cost of a personal porter is \$760, non-negotiable.
- If a trekker requires a personal porter once the trekker has arrived in country, or at any stage throughout the trek, the trekker will be charged an extra 25% on top of the \$760 quoted price (i.e. \$950), to be paid within 7 days of finishing your trek.

#### **PHOTOS AND MARKETING**

1. You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

#### **PRIVACY POLICY**

1. Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).