



# **ADU TOURS**

## **EVEREST BASE CAMP TOUR**

### **Tour Information, rules & regulations**

#### **1. COST**

##### **1.1 Variation to tour cost**

- It is expected that the costs will not change, however the tour management reserves the right to vary costs by no more than 10% of the total cost (up or down). Prices will be 100% confirmed three months prior to tour departure.
- Once price is set, no changes to pricing will be made without the full agreement of all tour participants.

##### **1.2 Individual spending money**

- Participants are responsible for their own spending money. It is recommended tour attendees take spending money to cover costs of snacks, presents, personal purchases etc.

##### **1.6 Payment Dates/Requirements:**

- A non-refundable deposit will be required to hold your position on the tour.
- Arrangements can be made to pay by instalments if you require.
- No person will be permitted to take part in the tour if all payments have not been completed.
- Persons who withdraw from the tour after signing this agreement will be liable for all costs incurred by ADU Sports tours towards the tour.

#### **2. BEHAVIOUR/ RULES**

- No tour attendee will partake in any illegal activity while on tour.
- Tour attendees must ensure they abide by all customs and aware of the political sensitivity of the country they are in.
- Any photos or videos taken of any member of the tour may be used by ADU Sports Tours or any other person/business deemed appropriate by tour management.
- Participants must follow the tour itinerary and remain with the tour at all times, unless otherwise approved by the tour management.
- Authorise ADU Sports Tours to disclose Participant's personal details within ADU and to external organisations (such as host organisations) to the extent as required for the administration of the ADU tour.

#### **3. PASSPORTS / TRAVEL**

- Individuals are responsible for having their own passports with a valid expiry date of six months after the tour completion date.
- Individuals are responsible for their own entry visas
- All passports MUST be given to tour management as requested
- All tour members may be required to travel on various means of transport as is determined by the tour.
- No person under the age of 18 without parent consent is permitted to ride on the back of a motorcycle.

#### **4. INSURANCE**

- This tour does not include travel insurance.
- It is a tour member's responsibility to purchase comprehensive travel insurance.

- The travel insurance policy must include emergency/medical evacuation rescue.
- ADU Sports Tours takes no responsibility for the travel insurance you choose to purchase.
- Tour members must provide a copy of their travel insurance policy to ADU Sports Tours.

## **5. MEDICAL**

### **5.1 Injuries**

- Tour staff will treat attendees sustaining what are viewed as minor injuries, and immediate contact with next of kin will not be undertaken.
- Participants sustaining major injuries, defined by requiring hospital or medical clinic visitation will have tour staff contact the next of kin at the quickest appropriate time in which they can be contacted.

### **5.2 Illness**

- Participants may be given medicines at the discretion of the tour staff. These medicines of which they may be given will be listed on the tour medical form. Any of these or other medicines, which a member is not allowed to take, must be highlighted on the medical form.
- If a participant is sick and cannot receive treatment from tour staff member, they may at the discretion of the tour staff be taken to a private hospital, this may include medical evacuation.
- Participant agrees to contact ADU Sports Tours staff of any sickness when in host country as soon as practicable.

### **5.3 Immunisation**

- This is the responsibility of each individual to research and obtain at his or her discretion and own cost. We recommend you consult your family doctor.

### **5.4 Medical Approval**

- Tour management reserve the right to ask for a medical certificate granting permission to partake in the tour if they see necessary need.

## **6. MISCELLANEOUS**

- The tour management reserve the right to make any decision in the best interest of the tour not outlined within this document.
- The tour management will determine any interpretations of anything contained within this document.
- All members **MUST** submit their medical forms detailing all relevant medical information that may or may not affect a member of the tour.
- All members (or parents/guardians if under 18) must detail to tour management all known medical and criminal history, which may or may not affect them or any other member of the tour. This information will be kept strictly confidential.
- There will be no refund of monies if an activity is cancelled due to inclement weather or unforeseen circumstances.
- No responsibility will be taken for delayed or cancelled flights out of our control and not covered by travel insurance.
- You may be required to pay an additional fee for a helicopter replacement for the flight to Lukla if weather conditions are not viable for the fixed wing flight.
- All tours are administered with the best intention and we take no responsibility for things that occur outside of our control.

## **7. CANCELLATION POLICY:**

All deposits are non-refundable and non-transferable. Cancellation of the Tour (by Participant or ADU) must be in writing (by email). No verbal cancellations will be accepted. Below is ADU's cancellation policy should Participant choose to cancel their tour prior to departure, or in the case ADU is required to cancel the program due to circumstances out of its control. The amount of the cancellation fee is determined by the number of days prior to tour departure date that the written cancellation notice is received and is specified as follows:

## PERIOD OF NOTICE

## CANCELLATION RATE

1. On or before ninety five (95) days prior to departure

40 % of total tour cost excluding  
Non Refundable Deposit.

2. Within ninety four (94) days to sixty (60) days prior to departure

50% of total tour cost excluding  
Non Refundable Deposit

3. Twenty sixty (60) days to fourteen (14) days prior to departure

75% of total tour cost excluding  
Non Refundable Deposit

4. Thirteen (13) days or less prior to departure

100 % of total invoice of the tour.

Once flights are confirmed in addition to other outlined cancellation fees, costs lost through flight cancellations or changes will be the financial responsibility of the tour member.

If a dispute arises between the parties to this Agreement with regard to any of the provisions or the performance of any Terms and Conditions of this Agreement, all forms of dispute resolution, including mediation, arbitration, and legal proceedings of any kind, shall be brought exclusively in Queensland Australia.

The parties to this Agreement hereby submit and agree to jurisdiction in Queensland, Australia in all forums for mediation, arbitration, and legal proceedings, including state and federal court actions. Should a party institute proceedings in another state/territory or country, the parties then agree that ADU Sports Tours Pty Ltd has the right to have said action or proceeding transferred to Queensland, and the party bringing the action or proceeding shall cooperate accordingly.