



Horizon Guides Bushwalking Holidays, Day Hikes & Events

Booking Terms and Conditions 2025

HORIZON GUIDES DETAILS	Horizon Guides Pty Ltd as trustee for Horizon Trust trading as Horizon Guides 494 Mt French Rd, Boonah Qld 4310. ABN 41 932 608 543			
GOVERNING LAW AND JURISDICTION	These booking conditions are governed by the laws of Queensland, Australia. Any dispute in relation to these booking conditions shall be subject to the exclusive jurisdiction of the courts of Queensland.			
TOUR DEPOSIT	\$500 per person, payable at the time of booking is required for multi-day walking holidays. Private individual or group bookings: the required deposit will be specified in your quote.			
DAY HIKES	Full payment for each walk is due 14 days in advance of walk. (See below for cancellation policy)			
TOUR CHANGE AND CANCELLATION FEES	Days before departure	Change and Cancellation Fee (% of tour price)	Pre/post accommodation	Additional services
See below for Day Hike cancellation policy.	60 and over	Nil (for transfers) Deposit (for cancellations)	Nil	Nil
	59-31	50%	Nil	Nil
	30-0	100%	100%	100%

PRIOR TO BOOKING WITH US PLEASE TAKE THE TIME TO READ AND UNDERSTAND THE TERMS AND CONDITIONS OF BOOKING SET OUT BELOW.

1. CONTRACT

All bookings are made with Horizon Guides Pty Ltd as trustee for Horizon Trust trading as Horizon Guides ABN 41 932 608 543 (us/we). By booking a trip with us, you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your itinerary and invoice.

2. MAKING A TOUR BOOKING

To secure your place on tour, a deposit of \$500 per person per tour and completed tour booking form is required. Bookings are not confirmed until the deposit is paid. You agree that your booking application is an offer capable of acceptance and that no legal relationship arises until we have accepted your offer via a confirmation letter / email. Please wait for confirmation of the tour prior to booking any flights or travel arrangements. Late bookings, made 30 days or less before tour departure, will be subject to availability and require full payment upon confirmation. A parent or guardian must sign the form for any person under 18 years of age.

3. MAKING A DAY WALK BOOKING & CANCELLATION POLICY

To secure your place on day hikes, a completed tour booking form is required. Bookings are not confirmed until the walks reserved are paid in full. You agree that your booking application is an offer capable of acceptance and that no legal relationship arises until we have accepted your offer via a confirmation letter / email. Please wait for confirmation of the walk prior to making any travel arrangements. A parent or guardian must sign the form for any person under 18 years of age.

If you cancel a **Day Hike** more than 8 days from departure, Horizon Guides will refund your payment or offer you a credit for another hike equal to that value. If you cancel less than 7 days from departure, no refund or credit will be offered (hardship or extenuating circumstances may be taken into consideration.)

4. TOUR PAYMENTS

Subject to your rights under the Australian Consumer Law, the deposit is non-refundable unless we cancel your tour. Final payment must be made within 60 days of the departure date (Australian Tours) and 90 Days of the departure date (international tours). If this is not paid on or before the due date, we reserve the right to treat your booking as cancelled. In that event any deposit (per person) paid by you is forfeited. For reservations made 60 days or less from departure date, (Australian tours) or 90 days or less (International tours) full payment is due at time of booking. On occasion and outside of Horizon Guides' control a higher deposit, additional part-payment or an earlier or later final payment date may be required. All other Terms & Conditions still apply.

5. CHANGE OF COST AND ITINERARY

Whilst we make every effort to avoid changes to tour costs and programs, we reserve the right to make amendments as needed. The actual tour costs may differ depending on rates and tariffs applicable at the time the bookings are paid for by Horizon Guides. Therefore, costs may be subject to change. All tours need a minimum number of guests to operate at the prices listed in the itinerary. If the minimum number is not reached, a tour may still operate with a surcharge or with a change to the program.

Refer to individual tour itineraries for listed inclusions and exclusions. From time-to-time, itineraries may be altered to ensure satisfactory operations to the program. Every effort will be made to operate all tours as advertised but there may be a necessity to vary the itinerary, and delays may occur for a variety of reasons beyond our control. Reasons could include but are not limited to; weather, walking track or national park closures, road conditions, change of suppliers, availability of meals, fuel, alternative transport, drivers' regulations etc that are necessary for the tour to operate. Whilst we endeavour to provide you with as much notice as possible for itinerary changes, Horizon Guides reserves the right to advise changes on tour. The need for a flexible attitude to this type of travel is important. All decisions relating to a tour itinerary will be taken by the Tour Leader, as appointed by us in the interest of the group as a whole. Please note that due to public holidays, changes to local operating hours and supplier availability, some sights or activities may not be available on a particular tour. No refund will be made for services that for whatever reason, are not used by you once the tour has departed.

6. CANCELLATION BY THE TRAVELLER

If you decide to cancel your tour, you must notify Horizon Guides immediately in writing (via email or letter, not SMS).

Cancellation takes place as soon as we receive your written notification. As per the table above - the following cancellation fees apply:

- 60 days and over, deposit is non-refundable (however you can transfer your deposit to another tour within 12 months).
- 59-31 days before departure, you will forfeit your deposit and 50% of the tour price, and may be required to pay any applicable cancellation fees
- 30 days or less before departure or once tour has commenced, no refund is available.

7. CANCELLATION BY US

The following terms apply to a cancellation by us, except in the event of extraordinary or unavoidable circumstances (which are dealt with in clause 8 and 9). To the extent permitted by applicable law:

- If we cancel a tour, due to not reaching minimum numbers, then your deposit will be refunded to you in full or you may elect to transfer the deposit to another tour program.
- If your tour is cancelled by us, after final payment, we will offer you in the first instance alternative travel arrangements of comparable standard if available (we will refund any price difference if the alternative is of a lower value), or a Horizon Guides travel credit for the full amount paid by you.
- Alternatively, we can offer you a refund of all money paid by you in respect of the tour (which excludes flights and/or insurance as they have their own booking terms and conditions), minus any unrecoverable costs and cancellation fees. "Unrecoverable costs" means all reasonable and direct costs we have incurred in relation to your tour, and includes amounts paid by us to other relevant suppliers who are responsible for components of your travel arrangements and which may be non-refundable.

8. EXTRAORDINARY OR UNAVOIDABLE CIRCUMSTANCES (FORCE MAJEURE EVENTS)

In the event of extraordinary or unavoidable circumstances (force majeure events), we may materially modify or cancel your tour as set out below. In these booking terms and conditions "extraordinary or unavoidable circumstances" means any cause outside our reasonable control which could not have been prevented or avoided even if all reasonable measures had been taken by us. This includes, but is not limited to, war, threat of war, riot, civil disturbances, industrial dispute, terrorist activity and its consequences; plague, epidemic, pandemic, infectious disease outbreak or any other public health crisis (including quarantine or other employee restrictions); natural or other disaster (such as volcanic ash, cyclones or similar events), fire or bushfires, adverse weather conditions (actual or threatened, including snow, fog, heatwaves, intense rain events), nuclear incident; unavoidable technical problems with transport, unforeseen alterations to transport schedules, transportation disruptions or cancellations, domestic and/or international travel restrictions, changes to travel advisories and restrictions, changes to health advisories and quarantines, changes to applicable laws and/or other government mandates (including evacuation orders and border closures), and similar events. A material modification is one that has a serious impact on your tour and would cause substantial inconvenience to you (including a change of departure date, departure point or airport). A change of accommodation type, size or style, or transport type, size, method or style, is not a material modification.

9. CANCELLATION DUE TO EXTRAORDINARY OR UNAVOIDABLE CIRCUMSTANCES

If your tour is cancelled due to extraordinary or unavoidable circumstances (force majeure events), we will offer you a travel credit for the full amount paid by you. If your tour is cancelled due to extraordinary or unavoidable circumstances after the tour has commenced, we will offer you a pro-rata travel credit for the days that remain on your tour. Travel credits are subject to the Horizon Guides travel credit terms and conditions below:

- Travel credit applies to the tour price only, and is not applicable to any other additional services.
- A non-refundable travel credit to the value of the amount paid, is redeemable for travel until the date advised on the travel credit (this date may be extended to take into account the extension of travel restrictions).
- Travel credits are not redeemable for cash (subject to hardship or exceptional circumstances).
- Can be transferred in full or part to family or friends
- The total amount can be applied to one larger or several smaller tours prior to noted expiry date.
- Any new booking with your travel credit is subject to any increase in price and the booking conditions that apply at time of purchase.
- To redeem a Horizon Guides travel credit, please email walks@horizonguides.com.au
- This offer is valid until further notice, the offer may be withdrawn at any time and other restrictions may apply.

10. SUPPLIER CHANGE AND CANCELLATION FEES

Changed or cancelled bookings for any reason (including by reason of matters outside your or our control) may also incur travel service provider fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Travel service provider fees may also apply where a booking is changed for any reason and when tickets or documents are re-issued. Where we incur any liability for a travel service provider change or cancellation fee for any booking which is changed or cancelled for any reason, you agree to indemnify us for the amount of that fee. Where you seek a refund for a changed or cancelled booking for which payment has been made to the travel service provider, we will not provide a refund to you until we receive the funds from that travel service provider (which may take 12 weeks, or longer, dependent upon the supplier processing time). In the event we are still holding the funds, we can only provide you with a refund once we are authorised by the travel service provider to process your refund, subject to that travel service provider's change or cancellation policy.

11. TRAVEL ADVICE & DOCUMENTS

We recommend that you visit government travel advice websites prior to the commencement of travel. The Australian government provides a service at www.smartraveller.gov.au. We strongly recommend that you familiarise yourself with the current status and updates to Australia's immigration and border arrangements during the COVID-19 (Coronavirus) outbreak, available at <https://covid19.homeaffairs.gov.au/>

We use information from government departments and reports from our own contacts in assessing whether the tour should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks and the nature of your tour. You acknowledge that your decision to travel is made in light of your consideration of this information and you accept that you are aware of the personal risks attendant upon such travel and assume responsibility for all such risks. To the fullest extent permitted by law, we accept no liability in relation to these additional risks. Passport, visa and other travel/entry requirements are the responsibility of the traveller. A current passport valid for six months after your return is required for all international travel. For more travel details on entry/exit refer to www.smartraveller.gov.au. If you are travelling on a passport other than Australian, it is your responsibility to check all entry and exit requirements of the country you are visiting. Horizon Guides are not liable for any loss or expense that you incur as a result of any failure or delay in making requisite passport/visa arrangements for international travel.

12. COVID-19: PROOF OF VACCINATION NO LONGER REQUIRED FOR HORIZON GUIDES

13. COVID-19: IMPORTANT INFORMATION

We strongly recommend that you familiarise yourself with airline and government requirements around passenger safety and COVID-19, including the need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test both for transit and final destination passengers. This

information is subject to change without notice so we recommend you update yourself in relation to the relevant airline and government policies for your transit and final destination at each of (a) the time of booking, (b) as you approach your travel date, and (c) immediately before travel. Airlines, hotels and other travel service providers need to comply with national and/or local guidance and requirements relating to COVID-19 and will have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by customers and staff, social distancing, maximum number restrictions in certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the tour and all measures will be taken with the purpose of securing your safety and those around you. Local regulations may require you to provide a negative test result for COVID-19, temperature checks and/or a self-declaration of health prior to departing and at certain venues on your tour. Any travellers displaying symptoms of illness may require a negative COVID-19 test and/or doctor's clearance before continuing the itinerary. If you show symptoms of COVID-19 and are either unable or unwilling to be tested, Horizon Guides may remove you from the tour to prevent any risk to others.

14. COVID-19: OUR LIABILITY

You acknowledge that you are choosing to travel at a time where you may be exposed to COVID-19. It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. You acknowledge that your decision to travel is made based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time. We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- a) you fail any tests, checks or other measures imposed by a travel service providers or government body or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the tour, or that portion of the tour; or
- b) if you, or anyone in your group, test positive for COVID-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for COVID-19 (or where they otherwise suspect they may have COVID-19) and have to quarantine for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel.

If any of the above occur whilst you are on your tour, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your tour, missed transport arrangements, additional accommodation required, or other associated costs incurred by you.

Please consider travel insurance with specific COVID-19 coverage which covers these costs for you.

15. AGE, HEALTH & FITNESS

We cannot accept bookings from unaccompanied minors or those who cannot travel independently. While we do not have an age limit or fitness level, our walks are often in remote locations and travellers should be in good health and have an appropriate level of fitness to match the tour rating and day by day itinerary. In preparation for your tour, you should be undertaking walks similar to those described in the itinerary. A Medical Questionnaire must be completed prior to the tour departure. During the booking process you'll be asked to declare any pre-existing medical conditions. If you have a medical condition, you will be asked to complete your medical questionnaire at time of booking and seek your regular doctor's consent to participate on the tour. Horizon Guides reserves the right to refuse tour participation on medical or fitness grounds based on any falsification or exclusion of pertinent information which impacts the tour program or enjoyment of fellow guests. In times of medical emergency on tour, you agree that your tour leader may share your details with medical practitioners and you consent to this disclosure to assist treatment.

16. TRAVEL INSURANCE & CLAIMS – for extended walking holidays only.

It is a condition of booking with Horizon Guides and your responsibility to ensure that you have comprehensive travel insurance appropriate for your destination and health. You must provide evidence to Horizon Guides that you have obtained personal travel insurance. Ensure that your personal travel insurance covers all of the activities you expect to participate in, as well as all inherent risks of travel including the risks outlined in these Terms and Conditions. We recommend that you obtain your own advice as to the adequate level of insurance cover.

If you make a claim against us you agree to assign to us or our insurers any rights to take action against any third-party supplier/tour operator or any other person or party that may have been wholly or partly responsible for the claim or who we reasonably consider should be a party to the action. You must co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us. If you make a claim against us which is covered by your insurance policy, you agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any). We agree to indemnify you in respect of reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer shall not prejudice your rights against us.

17. OUR LIABILITY TO YOU

All tickets, coupons or vouchers supplied for your travel and accommodation are arranged and supplied by Horizon Guides as agents only. By confirming your booking with us, you expressly authorise us to arrange and make bookings and contract on your behalf with third party suppliers. All bookings and arrangements made on your behalf are subject to the terms and conditions imposed by these third-party suppliers. All tickets, deposit tickets, coupons and orders are furnished and issued to you subject to their usual terms and it is your sole responsibility to understand these terms and to comply with or exercise the legal obligations and rights arising under any such arrangements.

If the tour does not materially comply with the description in the itinerary or website, we may compensate you to a maximum value equal to the price of the tour. We will only be liable to pay the maximum amount of compensation where there has been a total failure of consideration for your payment. We will not be liable where any failure in the performance or provision of your tour is due to:

- (a) your acts or omissions;
- (b) any third party not connected with the provision of your travel arrangements; or
- (c) extraordinary or unavoidable circumstances as defined by clause 7

Our liability will in all cases be limited in accordance with and/or in an identical manner to relevant international conventions, including, but not limited to, the Carriage by Air Conventions (within the meaning given in section 1(5) of the Carriage by Air Act 1961), the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea and the Convention of 1980 concerning International Carriage by Rail. Neither we nor any of our related bodies corporate, directors, officers, employees, servants or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, howsoever caused, whether negligent or otherwise, of any of our related bodies corporate, directors, officers, employees, servants or agents, or any losses, except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. Where the law implies a warranty into these terms and conditions which may not lawfully be excluded (in particular, warranties under the Australian Consumer Law), our liability for breach of such a warranty will be limited to either supplying the services again or payment of the cost of having the services supplied again. We will not be responsible for any loss or damage sustained by you as a result of a contravention of any law or regulation of any of the states or countries visited while on the tour. This clause is subject to your rights under the Australian Consumer Law and nothing in these terms is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

18. YOUR LIABILITY TO US

You will not be permitted to embark or continue on the tour if, in the reasonable opinion of our representative, your mental or physical condition renders you incapable of caring for yourself, or where you become objectionable to other passengers, or where you become a hazard to yourself, other passengers, our personnel, any third party or where you have engaged in any illegal activity during a tour. We will not be responsible for expenses resulting in you being precluded from completing the tour for any reason, nor will we refund you any part of your tour cost. In all cases we will notify you of the reasons why we have taken this action. We will have no obligation to arrange for your return to the point of the tour departure if your condition manifests itself after the tour departure. Further, if the tour involves travel by air, the airline may refuse to allow you to fly on the aircraft if they believe that you could be dangerous or disruptive to other passengers on the flight. You agree to indemnify us in full and on demand against all losses (direct and indirect and howsoever caused) arising from any third-party claims, demands or actions taken against us for injury, loss, damage or destruction caused by you or arising from your participation on the tour. Without limiting the foregoing, you agree to indemnify us for all property damage claims related to your accommodation.

19. ACCEPTANCE OF RISK

An experienced tour leader or escort will accompany your tour group. Local guides may assist with different aspects of a tour. Our tour leaders and guides are mindful of each traveller's welfare however they cannot ensure the health and personal safety of travellers. At all times you must exercise care for your own wellbeing and the wellbeing of others accompanying you. You accept that all travel involves risk, and that our itineraries can take you to some areas where accommodation, transport, safety, conditions, medical facilities and comfort may be considered unreliable, adventurous and off the 'beaten-track' and involve a certain amount of personal risk. You are aware that the walking tour has certain additional dangers and risks, some of which may include: physical exertion for which you may not be prepared, exposure to sudden and unexpected weather events, exposure to hazards from flora and fauna, exposure to illness and disease, exacerbation of existing medical conditions, remote and sub-standard medical services and evacuation difficulties. By booking with us you understand and accept there may be inherent risks which include, without limitation, the possibility of injury or death, psychological trauma, disease, loss or damage to property, delay, inconvenience and discomfort. You assume all such risk for all itineraries, bookings and tours, and release Horizon Guides from all losses, costs, damages, expenses, payments, claims or actions arising from them.

20. ENVIRONMENTAL RESPONSIBILITY

Horizon Guides abides by principles that help reduce environmental impact in the places visited and in the conduct of the tour. These principles are outlined to guests and we request that such principles be followed in the interests of sustainable eco-tourism and good planetary stewardship.

21. SMOKING

We enforce a non-smoking policy on our private transport (although we make frequent stops for breaks) and most accommodation has a non-smoking policy.

22. DRONES are not permitted on our bush walks, as they are intrusive on wildlife and the enjoyment of others in the group and in the vicinity. In certain National Parks and public spaces they may also be illegal.

23. SEATBELTS

You must wear a seatbelt at all times whilst you are in any vehicle. Neither we nor any local transport operator will be liable for any injury, death or claim howsoever arising from any accident if you have failed to comply with this requirement.

24. LUGGAGE

There are weight limits for flights and coaches when fully loaded. You are entitled to have one piece of main luggage of standard size (see the pre-departure information for size limits, where applicable). In addition, please bring a daypack for walking. Packing lists will be provided with full details of what to bring based on your chosen tour.

25. COMPLAINTS

As a responsible tour operator, we seek to maintain and enhance our reputation of providing you with high quality products and services. We value complaints as they assist us to improve our products, services and customer service. We are committed to being responsive to the needs and concerns of our customers or potential customers and to resolving your complaint as quickly as possible. We accept though that sometimes things do not go according to plan and you may wish to complain about an aspect of your tour. If you encounter any such situation during the tour you need to let the tour leader know immediately so we can try to resolve it on the spot. We cannot be liable for any complaint that you make when you return home, that was not mentioned when it occurred. If you were not happy with how something was resolved and wish to make a complaint you must advise us in writing within 30 days of your return to home base. If you encounter any difficulties during the tour that you feel are Horizon Guides' responsibility then you should raise them with the tour leader. If you feel that the issue was not adequately dealt with then you should refer the matter to us, in writing, within 30 days of the tour ending. You can request a copy of our complaints policy by email or post.

26. DATA PROTECTION

We are committed to protecting your personal information and agree to process your personal information in accordance with our Privacy Policy. In order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide and pass it on to other relevant suppliers who are responsible for parts of your travel arrangements. Personal information may also be provided to public authorities such as customs or immigration if required by them, or as required by law.

27. PUBLISHING CONSENT

You acknowledge and agree that our future advertising and publicity material may include statements and content, such as photographs and videos, made or taken by passengers, and you consent to such use of your comments or photographic/video likeness. You consent to any such content being taken and you grant to us a royalty-free license to reproduce the content for any purpose whatsoever (including promotional materials and marketing), in any means and without any further obligation or compensation payable to you.