

# Tour Principal Services Terms and Conditions

Supplementary terms to the TravelManagers Australia Terms and Conditions

Effective date: 12 October 2026

**Trading name:** HGTE (Higher Ground Travel & Events)

**Contracting entity:** TravelManagers Australia Pty Ltd (ACN 113 085 626 / ABN 35 113 085 626)

**Contact:** info@hgte.com.au | **Website:** <https://www.hgte.com.au/>

## Important information: how these Terms work with the TravelManagers Terms

These Terms supplement, and do not replace, the TravelManagers Australia General Terms and Conditions (the “TravelManagers Terms”) available at <https://www.travelmanagers.com.au/terms-and-conditions/>. The TravelManagers Terms apply to every booking made with HGTE. Where HGTE supplies a tour or other service as principal, these Terms also apply and set out the additional terms for those Principal Services. Where both deal with the same matter, the TravelManagers Terms apply unless these Terms expressly state otherwise for Principal Services. The only general exception is that any provision of the TravelManagers Terms that excludes or limits responsibility on the basis that HGTE acts only as agent for Principals does not apply to Principal Services, for which HGTE is responsible as set out in these Terms.

TravelManagers Australia Pty Ltd trading as HGTE (“HGTE”, “we”, “us” or “our”) may provide services in two different capacities. The capacity in which we act will be stated in your Booking Confirmation or other booking documents. Where it is not stated, an HGTE tour and the components included in the tour price (for example accommodation, transfers, guiding and ride/trek support) are Principal Services, and services booked separately from the tour price, such as flights, additional accommodation or independent activities that HGTE arranges for a third party to supply under its own terms, are Agency Services, even where HGTE has helped plan the itinerary. A Booking Confirmation may state that a particular component of a tour, such as accommodation, is booked as agent for the supplier, in which case that component is an Agency Service.

- **Agency Services:** We may arrange or book travel services that are supplied by third parties under their own terms, such as airlines, accommodation providers, transport operators, rail operators, rental-car companies, activity providers and travel insurers. This applies even where we have helped plan or recommend the itinerary, and to any component of a tour that the Booking Confirmation identifies as booked as agent. For those services, the TravelManagers Terms and the relevant supplier’s terms apply.
- **Principal Services:** We may operate and deliver HGTE tours, ground packages, recon camps, corporate travel experiences, supporter programs, guided hiking/walking treks, and other activities that we undertake to provide under these Terms, as described in your Booking Confirmation. For those services, the TravelManagers Terms and these Terms apply together. Where a tour uses third-party hotels, transport or other suppliers, we remain responsible for the Principal Services as set out in these Terms, except for any component that the Booking Confirmation identifies as an Agency Service.

A booking may include both Agency Services and Principal Services. The Booking Confirmation will usually identify each component and the capacity in which it is supplied; where it does not, the approach above applies.

Nothing in these Terms excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

## 1. Definitions, Protected Entities, and Interpretation

- **“Booking Confirmation”** means the written confirmation, itinerary, costing or invoice issued by HGTE that identifies the relevant tour or services, price, inclusions, exclusions, payment dates and any tour-specific conditions.
- **“Participant”** means each person booked on or taking part in Principal Services.
- **“Tour”** means the HGTE tour, package or activity described in the Booking Confirmation.
- **“Supplier”** means a third party engaged to provide goods or services.
- **“TravelManagers Terms”** means the TravelManagers Australia General Terms and Conditions published at <https://www.travelmanagers.com.au/terms-and-conditions/>, as updated from time to time.
- **“Participant Release”** means the HGTE Participant Release, Assumption of Risk and Liability Waiver that each Participant must complete for Principal Services, which confirms and completes the terms in Schedule 1 and forms part of the contract for those services.
- **“Protected Entities”** means TravelManagers Australia Pty Ltd trading as HGTE, its related bodies corporate, directors, officers, employees, agents, tour managers, ride leaders, trek leaders, mechanics, support drivers, volunteers and other helpers, independent contractors and authorised representatives.

References to HGTE do not create a separate legal entity: the contracting entity is TravelManagers Australia Pty Ltd trading as HGTE. Headings are for convenience only. These Terms are in English. If they are translated, the English version prevails. If any provision is unenforceable, the remaining provisions continue to apply to the extent permitted by law. To the extent permitted by law, the exclusions and limitations of liability in these Terms also apply for the benefit of each of the Protected Entities, and HGTE holds the benefit of them on behalf of each Protected Entity.

## 2. Which terms apply

These Terms apply to Principal Services, in addition to the TravelManagers Terms. The TravelManagers Terms and the relevant Supplier’s terms apply to Agency Services and to any separate contract between you and a Supplier. A Supplier may impose its own conditions, including conditions of carriage, participation rules, cancellation fees or liability limits. You should review those conditions before confirming the relevant service.

If documents are inconsistent, the following approach applies to the extent permitted by law:

1. Mandatory law prevails;
2. The Booking Confirmation governs tour- or itinerary-specific commercial details (for both Principal Services and Agency Services) such as dates, price, deposit and payment dates, inclusions, exclusions and cancellation fees;
3. The TravelManagers Terms apply to every booking, and these Terms apply in addition to them for Principal Services as set out in the Important information section; and
4. The TravelManagers Terms and Supplier terms govern the Agency Services or separate Supplier contract to which they relate.

No document is intended to override a non-excludable legal right.

## 3. Booking and contract formation

Your booking request is subject to availability and acceptance by HGTE. HGTE may decline a booking, including for availability, safety or quality reasons. A contract for Principal Services is formed when HGTE confirms acceptance in writing and the deposit or other required payment specified in the Booking Confirmation has been received, unless the Booking Confirmation states a different process. The risk acknowledgement and release terms in Schedule 1 will be shown to you in full before you pay the deposit, and the person making the booking must give the name of each Participant.

Before you commit, you will be given or directed to these Terms, the TravelManagers Terms and the Booking Confirmation, which you should review carefully. The Booking Confirmation should identify the Tour, dates, price (in Australian dollars (AUD) unless stated otherwise), payment schedule, inclusions, exclusions, minimum group requirements (if any), cancellation schedule and any material assumptions or special

conditions. Please promptly tell us if you believe any detail is incorrect. By paying the deposit or other required payment, you accept these Terms, the TravelManagers Terms and Schedule 1 (Risk Acknowledgement and Release Terms), which form part of the contract from the time HGTE accepts your booking.

The person making a booking for other Participants confirms they are authorised to provide their details and accept the booking terms on their behalf, where legally permitted. Each Participant remains responsible for complying with these Terms and any activity-specific requirements.

#### 4. Prices, payments and changes

1. **Inclusions and Pricing:** The price (in AUD unless stated otherwise), deposit, balance due date and any tour-specific payment conditions will be stated in the Booking Confirmation. Unless expressly stated otherwise, prices cover only the services listed as inclusions. Flights, event entry, insurance, personal expenses, optional activities, tips, pre/post travel, and services arranged independently are excluded unless expressly included.
2. **Price Changes:** Once HGTE has received the full price, the price is fixed and will not be increased. Before then, HGTE may increase the price only to pass on (a) a new or increased tax, levy or government charge; or (b) a fuel or security surcharge imposed by a transport carrier. Any increase is limited to the amount of the cost increase. HGTE will give written notice stating the amount, the reason and how it was calculated. The increase is payable by the date in the notice, which will be at least 14 days after the notice. No increase will be notified later than 30 days before departure. If the increases notified are more than 10% of the total price, the Participant may cancel by written notice within 7 days of HGTE's notice. HGTE will then refund all amounts paid for the affected Principal Services, without applying the cancellation charges in clause 5, less only the costs HGTE has properly incurred and cannot recover from Suppliers.
3. **Payment Verification:** Payments must be made using the method and to the account specified in the Booking Confirmation as received directly from HGTE. Do not rely on changed bank details received by email, message, or other source without independently verifying them with HGTE. Payments are made in AUD. Participants paying from overseas are responsible for any bank, transfer or currency conversion charges, so that HGTE receives the full amount due. Payments may be made by direct deposit, BPay or card. HGTE does not accept cash. Any card payment fee will be advised before you pay. If an employer or other third party agrees to pay for you and does not, you remain responsible for payment.
4. **Overdue Payments:** If a payment is overdue, HGTE may give written notice requiring payment within a reasonable period. If payment is not received by the stated deadline, HGTE may cancel the booking, subject to the Booking Confirmation and applicable law. Any cancellation fee or amount retained will be assessed under Section 5 and applicable law.
5. **Booking Modifications:** If you request a change to a confirmed Principal Services booking, HGTE will advise whether the change is possible and any additional costs before implementing it where practicable. Supplier fees, additional accommodation or transport costs, currency movements where relevant, and reasonable administration charges disclosed to you may apply. A change is not confirmed until HGTE confirms it in writing. Any additional cost must be paid before the change is confirmed.

#### 5. Participant cancellation and refunds

If you cancel Principal Services, you must notify HGTE in writing. The date HGTE receives the notice will generally be used to determine the applicable cancellation period. The cancellation fees set out in the Booking Confirmation apply where stated. If no tour-specific schedule is stated, the following default schedule applies, subject always to applicable law:

| Time cancellation notice is received | Default cancellation charge |
|--------------------------------------|-----------------------------|
| Before the final balance due date    | Deposit paid                |

| <b>Time cancellation notice is received</b>                                    | <b>Default cancellation charge</b>   |
|--------------------------------------------------------------------------------|--------------------------------------|
| <b>After the final balance due date and more than 30 days before departure</b> | 50% of the Principal Services price  |
| <b>30 days or fewer before departure</b>                                       | 100% of the Principal Services price |

The applicable cancellation charge is intended to reflect the agreed cancellation terms and the costs and commitments associated with the booking. It does not exclude any right to a refund or other remedy that cannot lawfully be excluded. Any separate Agency Services or Supplier booking may be subject to different cancellation terms and fees under the TravelManagers Terms or the relevant Supplier's terms.

Where a refund is payable for Principal Services, HGTE will process it within a reasonable time, subject to any lawful verification or reconciliation requirements. Where a refund involves amounts that HGTE has paid to a Supplier, the refund is payable only when, and to the extent that, HGTE recovers those amounts from the Supplier, less any Supplier fees and costs, and HGTE is not responsible for Supplier delay. This applies equally to refunds under clauses 6 and 9. It does not affect any right to a refund that cannot lawfully be made conditional on recovery from a Supplier.

If you do not attend, arrive late, leave a Tour early or choose not to use an included service, a refund is not automatic. Any entitlement will depend on the Booking Confirmation, the circumstances and applicable law.

## **6. Cancellation by HGTE and minimum numbers**

If the Booking Confirmation specifies a minimum number of Participants, HGTE may make the Tour conditional on that number being reached. Any relevant decision date and the consequences of the minimum not being reached should be stated in the Booking Confirmation.

If HGTE cancels a Tour or is unable to provide a material part of the contracted Principal Services, HGTE will notify affected customers as soon as reasonably practicable and explain the available options. Depending on the circumstances, those options may include a suitable alternative, a change of date, a credit where agreed, or a refund for services not provided. The available remedy will be determined under the Booking Confirmation and applicable law; this clause does not require a customer to accept a credit where the law provides another remedy.

## **7. Events, race entry and separately purchased activities**

Unless expressly listed as an inclusion in the Booking Confirmation, race entry, event registration, tickets, qualification fees and permissions to participate (for example, gran fondo or championship entries) are not included in the Tour. Entry and participation are subject to the event organiser's eligibility rules, decisions, timetable and terms. HGTE does not guarantee that a Participant will qualify for, be accepted into or be permitted to participate in a third-party event.

Where the Participant contracts directly with an event organiser or activity provider, that contract is separate from the contract for Principal Services. A Participant's inability to enter or compete does not, by itself, entitle them to a refund for otherwise available Tour services. Participants are responsible for completing, and paying for, any event registration by the organiser's deadlines.

Where a third-party event organiser or activity provider cancels, postpones, relocates or otherwise changes an event or activity that is not itself part of the Principal Services (including its date, start or finish location, course, format or timetable), HGTE is not required to change, substitute or refund any part of the Principal Services, which will continue to be provided as contracted. For example, if an organiser moves the finish location, HGTE is not obliged to change contracted accommodation, and if an organiser changes the event date after the date was announced, HGTE may not be able to change the dates of the program. HGTE will use best endeavours, where reasonably practicable, to offer the best available alternative, which may involve additional costs payable by the Participant. If an event that is expressly included in the Booking Confirmation is

cancelled or materially changed, clauses 6, 8 and 9 apply. This clause is subject to the Booking Confirmation and to any right or remedy under applicable law that cannot be excluded.

Activities that are not included in the Booking Confirmation remain the Participant's responsibility, even if HGTE provides general information or a recommendation. Items or services organised or paid for by a Participant or a third party outside the Booking Confirmation are between that person and the provider. If HGTE books an activity for you as agent, the Agency Services terms and Supplier terms apply to that booking. Whether HGTE acts as principal or agent for an activity is determined by the Booking Confirmation or, where it is not stated, by the approach set out in the Important information section.

## **8. Itinerary changes and suppliers**

Tours may be affected by weather, road or trail closures, safety issues, supplier availability, transport disruption, changes imposed by public authorities or event organisers, and other operational circumstances. HGTE may make reasonable changes to the itinerary, schedule, route, accommodation, transport or activities where necessary or appropriate.

HGTE will use reasonable efforts to notify Participants of material changes as soon as practicable and, where reasonably available, to provide an appropriate alternative. Minor or reasonable operational changes do not automatically entitle a Participant to compensation. If a change materially reduces or removes a contracted inclusion, any remedy will be determined under the Booking Confirmation and applicable law.

HGTE may engage independent Suppliers to provide parts of the Tour. The relevant Supplier may be responsible for delivering its own service under its contract with HGTE or with the Participant. Suppliers may require Participants to sign their own waivers or terms. HGTE will share these when available, and Participants must comply with them. Nothing in these Terms removes HGTE's own obligations for Principal Services or any liability that cannot lawfully be excluded.

Travel and other arrangements outside the Tour: Participants are responsible for arranging, and bear the cost and risk of, travel and other arrangements that are not part of the Principal Services, including flights and other transport to and from the Tour, pre- and post-Tour accommodation, tours and activities, visas, event entries and insurance. Participants should not buy non-refundable or non-changeable arrangements until the Tour is confirmed to go ahead, and should consider flexible fares. To the extent permitted by law, if the Tour or its dates, itinerary, route, accommodation or inclusions change, or the Tour is cancelled or shortened (including under clause 6 or clause 9), HGTE and the Protected Entities are not liable for the cost of those other arrangements, including change and cancellation fees, lost deposits and the cost of rebooking. Where HGTE has booked any of them as Agency Services, the TravelManagers Terms apply to them. This does not limit any refund of amounts paid to HGTE for Principal Services that are not provided, or any right that cannot lawfully be excluded.

## **9. Force majeure and events beyond reasonable control**

A force majeure event means an event beyond HGTE's reasonable control that materially affects the performance of Principal Services. Examples may include extreme weather, natural disaster, fire, flood, epidemic or pandemic, government restrictions, border closures, war, terrorism, civil unrest, strikes, major transport disruption, or an order or restriction of a public authority. Changes made by a third-party event organiser are dealt with in clause 7.

If such an event occurs, HGTE will use reasonable efforts to notify affected Participants, minimise disruption and consider reasonable alternatives. Depending on the circumstances, alternatives may include changes to the itinerary, postponement or cancellation. Payments, refunds, credits and other remedies will be dealt with under the Booking Confirmation and applicable law. Where a refund is payable because of a force majeure event, HGTE may deduct the costs it has properly incurred, or is committed to pay, and cannot recover from Suppliers, to the extent permitted by law. This clause does not exclude any non-excludable rights or remedies.

## **10. Participant conduct, local laws, and safety instructions**

Participants must comply with all applicable local, state, national, and international laws, road rules, trail and park regulations, venue requirements, Supplier rules and reasonable safety instructions given by HGTE leaders or Supplier personnel. On all transport, Participants must wear seatbelts where provided and use other safety equipment as directed. Participants must behave respectfully towards other Participants, staff, local communities and Suppliers.

A Participant must not take part in cycling, riding, hiking, trekking, walking, or another physical activity while impaired by alcohol, illegal drugs, or medication in a way that makes participation unsafe or breaches local road safety or activity laws. If HGTE or a Supplier reasonably considers that a Participant is impaired, behaving dangerously, failing to comply with local laws (including possession or use of illegal substances, or illegal acts under the law of the destination country), or not following reasonable safety instructions, the Participant may be immediately excluded from the relevant activity or, where necessary, further participation in the Tour.

HGTE's decision to exclude a Participant from an activity or to remove them from the Tour, made reasonably and in good faith having regard to safety and the welfare of the group, is final.

If a Participant is required to leave a Tour or is excluded from an activity under this clause, no refund, credit or compensation is payable for unused services, and the Participant is responsible for any additional costs they incur (including accommodation and travel), to the extent permitted by law.

## **11. Physical activities and assumption of inherent risk**

HGTE tours involve physical activity, including walking, and may include cycling, bicycle support, hiking, trekking or other physical or outdoor activities (together, "Physical Activity"). This clause applies to every Participant on every Tour. Physical Activity carries inherent risks, including falls, collisions, road or trail hazards, changing weather, altitude, physical exertion, illness, injury and, in serious cases, death. Participants should consider these risks carefully before taking part.

Each Participant must personally complete and sign the Participant Release in full (both Part A and Part B), including disclosures of medical conditions, physical limitations, dietary requirements and severe allergies, and any activity-specific forms, in the form provided. The terms in Schedule 1 apply from the time HGTE accepts the booking, and the Participant Release confirms and completes them. HGTE will send each Participant the Participant Release with the Booking Confirmation, and it must be signed and returned within 14 days of booking and in any event before the final balance due date. A person making a booking for other Participants must give HGTE each Participant's name and contact details and arrange for each of them to sign. Until a Participant has signed, HGTE may refuse their participation in any physical activity or the Tour. If a Participant declines to sign, clause 5 applies as if the Participant had cancelled, to the extent permitted by law. A Participant who is under 18, or under the age of majority in their country of residence if older, may take part only where HGTE agrees and a parent or guardian completes the consent section of the Participant Release. The Participant Release applies only to the extent permitted by law.

Participation in any physical activity is strictly voluntary. **A Participant is under no obligation to participate in any specific ride, hike, or activity, and has the absolute right to decline or stop an activity at any time** if they feel unwell, fatigued, unsafe, unable to continue, or simply do not wish to take part, and should promptly tell the tour leader or another HGTE staff member or host if assistance is needed. Declining or stopping an activity does not by itself entitle a Participant to a refund for services not used.

Participants are responsible for ensuring that they are reasonably prepared for the activities they choose to undertake and for bringing suitable clothing, footwear, equipment, hydration and supplies as advised. Participants should seek appropriate medical advice where they are unsure whether they can safely participate.

## **12. Equipment, property, and client damage liability**

For HGTE-supported cycling activities, an approved cycling helmet (AS/NZS 2063, EN 1078, or CPSC certified) must be worn correctly and fastened at all times. Participants must use equipment that is safe and suitable for the activity. Personal bicycles and other equipment must be properly maintained and roadworthy. HGTE may refuse the use of equipment it reasonably considers unsafe.

Where a rental bicycle or other equipment is provided by a rental provider, including where the rental is payable as an additional cost, the rental is a contract between the Participant and the rental provider, and HGTE is not a party to it unless the Booking Confirmation says otherwise. The rental provider's terms apply, which may include separate requirements for deposits, theft, loss, accidental damage, breakdowns and return condition, and Participants must review and comply with them.

Participants are personally and financially responsible for loss of or damage to accommodation, support vehicles, rental equipment, or other third-party property to the extent caused by their acts or omissions or otherwise recoverable from them under applicable law. HGTE may seek reasonable, evidenced costs from a Participant where HGTE has incurred a corresponding liability or has been billed by a third-party supplier for damage caused by the Participant. A Participant may dispute a claimed amount and provide relevant information.

Participants who use their own bicycles or other equipment do so at their own risk, including the risk of loss or damage during transport, storage, handling and assembly, and should hold appropriate insurance for them. HGTE recommends that Participants also insure luggage, electronics and other valuables. To the extent permitted by law, HGTE and its Protected Entities are not responsible for loss, theft or damage to personal property unless that loss or damage results from a breach of an obligation or other conduct for which HGTE or the relevant Protected Entity is legally responsible.

### **13. Travel and medical insurance**

Suitable travel insurance is mandatory during travel. Participants warrant and undertake that they **will have comprehensive travel insurance in force for the whole Tour** appropriate to their circumstances and the Tour, including all activities they intend to undertake. Where the Tour is overseas, the insurance must include international cover and be valid for the Participant's nationality and country of residence. HGTE strongly recommends that Participants buy insurance when they pay their deposit, so that cancellation cover applies, because most policies will not cover reasons for cancelling that arise before the policy was bought. For cycling, hiking, trekking or event tours, Participants must ensure that the policy explicitly covers those activities, any amateur event participation, emergency medical expenses, evacuation and repatriation, personal liability, cancellation and personal equipment where desired. Mountain rescue and air ambulance cover should be checked where relevant.

Participants are responsible for reading policy exclusions, conditions, limits and excesses and for deciding whether the cover is adequate. Participants must give HGTE evidence of their insurance (including policy details and emergency hotline numbers) when requested, and in any case before departure. If suitable cover is not in place at the time of travel, HGTE may refuse participation in an activity or the Tour, in which case clause 5 applies as if the Participant had cancelled. A Participant remains financially responsible for costs that are not covered by their insurance to the extent those costs are properly their responsibility under the relevant policy, contract or applicable law. To the extent permitted by law, HGTE is not responsible for loss that suitable insurance would have covered.

### **14. Passports, visas, health and travel documents**

Passport, visa, health and travel document requirements are dealt with in the TravelManagers Terms, which also apply to Participants on Principal Services. Entry, visa and health requirements can differ by nationality and country of residence, and each Participant is responsible for checking those that apply to them. In addition, Participants must hold any permits, vaccinations and event documents required for the activities in the Tour. HGTE may provide general information but does not guarantee that a Participant will be admitted to a country or permitted to participate in an event.

Participants must tell HGTE before booking, and record in the Participant Release, any accessibility needs, mobility limitations, dietary requirements, severe allergies (e.g. anaphylaxis), or pre-existing medical information reasonably necessary to assess whether the Tour can be delivered safely and appropriately. Any personal information supplied will be handled in accordance with applicable privacy requirements and relevant privacy notices. Health and medical information is collected only to assess suitability, manage safety and arrange emergency assistance, and may be shared with HGTE leaders and relevant Suppliers (including overseas Suppliers) for those purposes. HGTE may ask for medical clearance for strenuous tours.

## **15. Media and photography**

HGTE or its representatives may take photographs or video during a Tour for operational, safety, record-keeping or promotional purposes.

If a Participant **does not wish** to appear in identifiable images used for promotional purposes, they must notify HGTE in writing by emailing [info@hgte.com.au](mailto:info@hgte.com.au) before the Tour starts. A parent or guardian may give this notice for a Participant under 18. Opting out of promotional use will not affect the Participant's booking, unless a specific image or media activity is an expressly disclosed part of the product. An opt-out email request does not necessarily make it possible to retrieve material already printed, distributed or reposted by third parties. HGTE will handle personal information and images in accordance with applicable privacy law and its privacy practices.

## **16. Complaints and urgent assistance**

If a concern arises during a Tour, Participants should notify the tour leader or contact HGTE as soon as reasonably practicable so that an opportunity to address it can be considered. For an urgent safety or medical emergency, Participants should contact local emergency services first. Complaints after the Tour should be sent within 30 days of the end of the Tour to [info@hgte.com.au](mailto:info@hgte.com.au) with relevant details and supporting documents. Nothing in this process limits any statutory rights or external complaint options.

## **17. Liability and non-excludable rights**

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or applicable legislation. Subject to that rule, HGTE and its Protected Entities are not responsible for an act or omission of an independent Supplier to the extent that the loss is caused by that Supplier and HGTE is not otherwise legally responsible for it. This does not remove any obligation HGTE has for Principal Services it has agreed to supply or any liability arising from HGTE's own conduct where that liability cannot lawfully be excluded.

Any assumption of risk, exclusion or limitation in these Terms applies only to the extent permitted by law. Schedule 1 and the Participant Release form part of the contract for Principal Services and contain the Participant's assumption of risk and any exclusion of liability for recreational activities that the law permits. They apply in addition to these Terms. Nothing in these Terms is intended to exclude liability where such exclusion is prohibited by law, including any liability that cannot lawfully be excluded for death or personal injury, or any other non-excludable liability.

Consequential loss: To the extent permitted by law, HGTE and the Protected Entities are not liable to a Participant for any indirect or consequential loss, or for loss of income, profit or opportunity, or wasted expenditure on arrangements outside the Principal Services, arising from or in connection with a Tour, a change to or cancellation of a Tour, or a delay or failure in providing Principal Services. This clause does not apply to liability that cannot lawfully be excluded or limited, including under the Australian Consumer Law or the law of the Participant's country of residence where it applies, or to liability for reckless conduct.

## **18. Governing law**

These Terms are governed by the laws of New South Wales, Australia, to the extent permitted by applicable law. The parties submit to the jurisdiction of the courts of New South Wales and the Federal Court of Australia where that court has jurisdiction. Nothing in this clause excludes the application of any mandatory law or consumer protection that cannot lawfully be excluded, including any that applies in the Participant's country of residence.

## **Schedule 1: Risk Acknowledgement and Release Terms**

This Schedule forms part of the contract for Principal Services from the time HGTE accepts a booking and applies to each Participant. It is confirmed and completed by the Participant Release.

1.1 Each Participant accepts the inherent risks of travel generally. Where an activity (such as walking, cycling, group riding, hiking or trekking) is undertaken as part of the Participant's Tour, the Participant also accepts the inherent risks of that activity, which include collisions, falls, mechanical failure, road and trail hazards, uneven ground, weather, altitude, exhaustion, illness, differing standards of medical care, injury, permanent disability and death. To the extent permitted by law, HGTE and the Protected Entities are not liable to the Participant for personal injury, death, loss or damage that results from the inherent risks of those activities, from the Participant's own acts or omissions, or from the acts of other Participants.

1.2 This Schedule does not exclude or limit: (a) liability for reckless conduct; (b) any consumer guarantee, right or remedy that cannot lawfully be excluded, including under the law of the Participant's country of residence where it applies; or (c) HGTE's responsibility for Principal Services under these Terms (including clauses 8 and 17) to the extent it cannot lawfully be excluded.