

WILD WOMEN ON TOP (WWOT) TERMS AND CONDITIONS

1. GENERAL

- a. We aim to provide you with World Class Trek Training and amazing adventures to keep you motivated. In the interests of providing exceptional service and maximum benefit to our members, the Terms and Conditions below apply.
- b. To take part in WWOT activities, you need to register on our website, complete a Risk Waiver Form & agree to these Terms and Conditions.
- c. These Terms and Conditions and your membership are governed by the laws of Australia and New South Wales as is appropriate.
- d. WWOT reserves the right to change these Terms and Conditions and the Golden Rules from time to time.
- e. Golden Rules
 - i. Stay positive at ALL times.
 - ii. T.E.A.M. Together Everyone Achieves More.
 - iii. Expect the unexpected.
 - iv. If you have a gripe, handle it discretely, or air it politely. (Don't let it fester!)
 - v. Set challenging adventure goals, write them down, train hard and you will achieve them. (No excuses!)
 - vi. Buy quality gear. (This will save you money and could save your life)
 - vii. Don't come home from training or trips tired. Be energized & happy.
 - viii. Leave no trace (The wilderness is sacred!)
 - ix. Bring MORE than you take away. (Including chocolate!)
 - x. Happy endings guarantee the next leave pass! (This one is secret!)

2. MEMBERSHIPS

- a. Current members are entitled to sign up for Trek Training, Wild Walks, Wild Weekends and any other training programs or local and overseas trips offered by WWOT (subject to availability of spaces within group and fitness assessments). However, depending on the nature of a particular activity certain minimum qualifying requirements may apply.
- b. Change of Details: You must keep WWOT informed of your current address, phone numbers, emergency contact, email address, current medical details and any other details relevant to your membership.
- c. If you cannot attend, you must cancel out of the session at least 24 hours before the session.
- d. WWOT is closed for all sessions for 2 weeks over the Christmas period. A reduced timetable may occur during school holiday periods.
- e. Membership includes Trek Training, Sunday Trip Training and Coastrek Training sessions.
- f. Unlimited members can attend as many sessions as you like per week during the term of your contract, subject to availability.
- g.
- h. 10 PACKS**
 - i. Your 10 pack is activated from the date of the first session you book in to and MUST be used within the timeframe of 15 weeks. When using your 10 pack to purchase training please ensure you choose the correct session length i.e. A 10 x 2hr pack can only be used for 2 hr sessions

- ii. Only one 10 pack can be purchased at a time
- iii. Unused Trek Training sessions cannot be transferred, refunded or extended.
- iv. There are no refunds, or credits for unattended (late cancelled/no show) sessions. There are no extensions on the expiry dates on these products.
- v. No refunds available.
- vi. Injury or illness - For injuries or illnesses supported by a medical certificate, a 10 pack may be extended at the discretion of WWOT, when a request is put in writing. Extensions cannot be back dated. The medical certificate must be provided within one (1) week of the written notification or the extension will be revoked.

i. INTRO PASS

- vii. The Intro Pass must be used within the specified time frame as stated when purchased. Valid for 14 days from the first date of activation, i.e. when you book into your first session.
- viii. Intro Passes are available for new members only.
- ix. Only one Intro Pass can be activated per person.
- x. No refunds available.

j. CASUAL SESSIONS

- i. Must be used within the specified time frame as stated when purchased.
- ii. The session purchased must equate to session length i.e. 1 x 2hr session can only be used for a 2 hr session.
- iii. If you cannot attend, you must cancel out of the session within 24 hours, or a session will be deducted from your account. No refunds available.

k. ADVENTURE MEMBERSHIP (online)

- i. This is for women who want to have access to join our Trips and Wild Walks but who can't train with us. This is a one off fee for lifetime membership and is non-refundable.

l. OTHER MEMBERSHIPS

i. Unlimited Trek Training Contract: 12 month plan

- i. Minimum Contract period of 12 months (52 weekly payments). At end of contracted period, members can elect to continue or terminate the contract. A request to terminate must be provided in writing 30 days prior. Early cancellation fee of 20% of the outstanding balance applies. **Contracts auto renew, if you do not contact us prior to the end of your contract, a new 52 week contract will automatically be applied to your profile.**
- ii. If you choose to sign up to this contract you will commit to 52 weekly payments of \$43.90 based on a Weekly Direct Debit.
- iii. To place payments on hold (suspension), please provide written request via email 2 weeks before the period you wish to freeze. Minimum suspension period is for 2 weeks and maximum 4 weeks for every 52 weeks. In addition to the 4 weeks per annum suspension period, Unlimited 12 month members will also be given a suspension for all WWOT organised trips with duration of 7 or more days. NOTE: Suspension period is for number of days of the trip ONLY and excludes travel days before and after. When a

suspension is applied, the duration of the suspension will be added to the end of your contract.

- iv. Clients on an Unlimited 12 month contract will receive a 10% discount on all 1/2 day and Full day Wild Walks (conducted by WWOT - not 3rd party operator) and WWOT Products from 2015 (until further notice).

- ii. **Unlimited Trek Training Contract: 6 month plan**

- 1. Minimum Contract period of 6 months (26 weekly payments). At end of contracted period, members can elect to continue or terminate the contract. A request to terminate must be provided in writing 30 days prior. Early cancellation fee of 20% of the outstanding balance applies. **Contracts auto renew, if you do not contact us prior to the end of your contract, a new 26 week contract will automatically be applied to your profile.**
- 2. If you choose to sign up to this contract you will commit to 26 weekly payments of \$47.90 based on a Weekly Direct Debit.
- 3. To place payments on hold (suspension), please give written request via email 2 weeks before the period you wish to freeze. Contract can only be put on hold for one 2 week period during the 6 month contract. In addition to the 2 weeks per annum suspension period, these members will also be given a suspension for all WWOT organised trips with duration of 7 or more days. NOTE: Suspension period is for number of days of the trip ONLY and excludes travel days before and after. When a suspension is applied, the duration of the suspension will be added to the end of your contract.
- 4. Clients on an Unlimited 6 month contract will receive a 5% discount on all 1/2 day and Full day Wild Walks (conducted by WWOT - not 3rd party operator) and WWOT Products from 2015 (until further notice).

3.

- a. **UNLIMITED 3 MONTHS CONTRACTS**

- 1. Minimum Contract period of 3 months (13 payments). At end of contracted period, members can elect to continue or terminate the contract. A request to terminate must be provided in writing 30 days prior. Early cancellation will attract a fee of 20% of the outstanding balance applies. **Contracts auto renew, if you do not contact us prior to the end of your contract, a new 13 week contract will automatically be applied to your profile.**
- 2. If you choose to sign up to this contract you will commit to 13 weekly payments of \$55 based on a Weekly Direct Debit.
- 3. To place payments on hold, please give written request via email 2 weeks before the period you wish to freeze. Contracts can only be put on hold for one 2 week period during a 6 month period. Please note any suspended time applied to your contract will be added to the end of your contract. E.g. if you put your contract on suspension for 2 weeks, your Contract will expire 2 weeks after the original end date.
- 4. In addition to the 2 weeks per 6 months suspension period, Unlimited members will also be given a suspension for all WWOT organised trips with duration of 7 or more days. NOTE: Suspension

period is for number of days of the trip ONLY and excludes travel days before and after. When a suspension is applied, the duration of the suspension will be added to the end of your contract.

4. **SUSPENSION OR CANCELLATION OF YOUR MEMBERSHIP**

- a. WWOT puts safety first and reserves the right to suspend or cancel the membership of any member whose conduct has the potential to cause injury or harm to the public, coaches, other staff of WWOT or other members.
 - b. Safety and respect for the environment in which we train is of paramount importance to WWOT. WWOT also encourages and promotes T.E.A.M. (Together Everyone Achieves More) work and for members to care for each other.
 - c. WWOT may, at its discretion, suspend or cancel your membership if you:
 - i. breach the Golden Rules
 - ii. breach these Terms and Conditions
 - iii. behave in a way that is a risk to you or others
 - iv. behave in a way that is inappropriate or offensive or in breach of the law
 - v. use illegal or performance enhancing drugs when undertaking activities with WWOT
 - vi. If you sign up to the Unlimited Trek Training Contract, you may cancel your contract by giving WWOT 30 days written notice.
 - vii. **NOTE:** Contracts are subject to a cancellation fee of 20% of the outstanding balance.
 - d. **Transfer of membership:** Your membership of WWOT is personal to you and cannot be transferred to another person.
5. When a suspension is applied, the duration of the suspension will be added to the end of your contract.

6. **TREK TRAINING**

- a. WWOT will make recommendations to you on an appropriate type of Trek Training program for you to join. However, WWOT cannot guarantee that places will always be available in your first choice of Trek Training group or in your desired location.
- b. On enrolling for Trek Training you agree to abide by these Terms and Conditions.
- c. You need to book in to your desired sessions in advance using our online booking system. Please do not just turn up to Training as we have a max of 15 clients per session. You can only be guaranteed a spot if you book in! If you cannot attend, you must cancel out of the session within 24 hours, or a session will be deducted from your account.

d. **SCHEDULE CHANGES**

- i. WWOT reserve the right to make changes to the current timetable/schedule where groups/classes are under-subscribed. Every effort will be made to inform you of these changes in a timely manner.

e. **INCLEMENT WEATHER OR OTHER CONDITIONS**

- i. Trek Training will operate regardless of weather conditions, except in the case of lightning or electrical storms, or where deemed unsafe by the coach/guide or if for any reason conditions are such that WWOT's insurance would be void or voided for the activity. The coach/guide may choose a suitable alternate venue or route. The route or venue may not be the same as proposed if it is deemed unsafe but WWOT and its coaches/guides will use their reasonable endeavours to find a suitable substitute.

f. CANCELLATIONS

- i. It is also up to you to cancel your scheduled booking at least 24hrs before the session if you are no longer able to attend.
- ii. If WWOT cancels a session you will not be charged for that session.

g. REFUND AND CANCELLATION

- i. Please note our 24 hour cancellation and no show policy. If you cannot attend, you must cancel out of the session 24 hours before of the scheduled class session, or a session credit will be deducted from your account. Unlimited memberships will attract a \$15 fee after three no shows are recorded in our system.
- ii. Please note that regrettably we are not able to refund your Trek Training fees. Even if you do not attend a Trek Training session we will still be obliged to pay certain overheads such as: our coach's fees, staff, insurance, licences, administration expenses and all other overheads in connection with the Trek Training and operation of WWOT.

h. FEES

- i. Current Trek Training Fees and dates are published at www.wildwomenontop.com.
- ii. Fees for Trek Training must be paid at the time you apply to participate in Trek Training.
- iii. When you book and pay for Trek Training with WWOT, it is then up to you to schedule yourself in to a place in your desired Trek Training session via our online booking system.

i. INJURY OR ILLNESS

- i. If injury or illness prevents you from attending Trek Training and you wish to suspend your membership, WILD WOMEN ON TOP will require a medical certificate to be provided.
- ii. Your weekly payments will be suspended from the date you notify us in writing. The medical certificate must be provided within a week of the notification or the suspension will be revoked. Minimum period of time to suspend is 1 week. Suspensions cannot be backdated.

7. RISK & INSURANCE

- a. WWOT's coaches are qualified in first aid, insured for public liability and undergo an appropriate traineeship program with WWOT to ensure that they are appropriately skilled for the activities of WWOT, and represent the values of WWOT and the Golden Rules.
- b. **Your Health** – At the time of joining WWOT you confirm that:

- i. you have general good health
- ii. you have an appropriate level of fitness and wellbeing for the activities that you elect to undertake with WWOT
- iii. you have disclosed to WWOT all medical conditions, medications, allergies, intolerances, food requirements or injuries that may affect your ability to undertake activities with WWOT
- iv. you know of no medical or other reason (other than as disclosed by you) why you cannot do active exercise or your ability to undertake activities with WWOT
- v. **Minimum age** - 18 Years for all categories of membership, training, Wild Walks, Wild Weekends and Adventures unless specifically stated.

c. **ACCEPTANCE OF RISK**

- i. Part of the appeal of adventure trips & trek training is that they operate in remote, harsh & unpredictable environments. They are by their nature challenging and demanding. As a member of WWOT, you agree to accept the inherent risks and dangers associated with any activity in which you participate with WWOT and the accompanying risk of injury, death or property loss or damage.
- ii. WWOT strongly advises all members to ensure that they have appropriate insurance, medical and ambulance cover for any loss, damage or injury that may arise out of or in connection with participating in an activity with WWOT and, in particular, for emergencies, including remote rescue.
- iii. If you elect for any reason to leave the supervision of your guide/coach during any activity with WWOT, or if you decide not to participate in a supervised activity with WWOT, then you accept that you do so at your own risk and you are fully responsible and are otherwise liable for any illness, injury or death to you or those accompanying you once you leave the supervision of your guide/coach.
- iv. Without limiting the above, an example of when this may occur is where you may elect for any reason to leave an activity early to go home or to attend to another commitment. WWOT recommends that you remain with the guide/coach and other members for the full duration of the activity.
- v. You must at all times indemnify WWOT and hold WWOT and its officers, employees and agents harmless from and against all actions, claims, charges, costs, expenses, losses, damages and other liability arising out of or otherwise in connection with any wilful, unlawful or negligent conduct of you in connection with your membership of WWOT.

8. **PRIVACY**

- a. WWOT will have access to personal information about you by virtue of your membership. WWOT will only use, disclose or deal with your personal information in accordance with its Privacy Policy.
- b. WWOT (WWOT) is committed to protecting the privacy of visitors to this website.

- c. WWOT will ensure as far as possible that personal information collected through the website is used only for the purposes set out in this policy.
- d. By accessing and using this website you consent to WWOT using and disclosing your personal information in the manner set out in this policy.
- e. WWOT will retain your personal information, including but not limited to; your name, your address, your telephone numbers and your e-mail address.
- f. Your personal information is stored on the database of WWOT and will be removed by WWOT within a reasonable time of your e-mail request.
- g. It is impossible for WWOT to distinguish if a person under 16 years of age (a minor) has provided WWOT with personal information. If that has occurred without parental or guardian consent that personal information will be removed if requested by the minor or the minor's parent or guardian.
- h. Your personal information may be used by us in a number of ways, including:
 - a. for the purpose for which the information was requested;
 - b. to promote WWOT; and
 - c. to promote WWOT's products and services generally.
- i. You will only receive marketing and promotional material from WWOT if you have previously given your permission for WWOT to do so.
- j. If you would like to unsubscribe please e-mail WWOT.
- k. WWOT does not disclose personal information to any 3rd parties unless required by law to do so.
- l. You can update your personal information at any time. You should keep your information as current as possible so that WWOT is able to continue to provide you with information on its activities.
- m. WWOT will take reasonable steps to maintain the security of and to prevent unauthorised access to or disclosure of your personal information but cannot guarantee that unauthorised access to your personal information will not occur.
- n. This website uses Google Analytics to help the website analyse how users use the website information generated about your use of the website (including your IP address) and your personal information will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and Internet usage. Google may also transfer this information to 3rd parties where required do so by law. Google will not associate your IP address with any other data held by Google. You may refuse your use of your information by Google by selecting the appropriate settings on your browser but by doing so you may not be able to use the full functionality of this website. By using this website you consent to the processing of data you by Google in the manner and for the purposes set out in this policy.
- o. WWOT reserves the right to change this Privacy Policy from time to time and posting it on website. All personal information collected and held by WWOT will be governed by the most recent Privacy Policy as posted on this website.

9. WILD ADVENTURES

- a. Current Wild Walks/Wild Weekends/Trips fees are published at www.wildwomenontop.com.
- b. Fees for Wild Walks/ Wild Weekends must be paid at the time you apply to participate.

c. WILD WALKS

CANCELLATIONS

Please note that in some instances we are not able to refund Wild Walk fees if a client cancels or is unable to attend on the day. Even if you do not attend a Wild Walk we will still be obliged to pay certain fees such as: our coach's fees, staff, insurance, licences, administration expenses and all other overheads in advance to secure the booking.

- i. **WHERE WWOT IS THE OPERATOR:** Clients will receive a full refund if the trip is cancelled by the operator. If a client cancels a Wild Walk prior to the scheduled departure, they will be eligible for the following store credit based on the retail price paid.
 - a. 30+ days prior to departure – a 20% administration fee will be deducted.
 - b. 14-30 days – 50% will be deducted OR
 - c. Less than 14 days – 100% of the trip price will be forfeited
- ii. **PLEASE NOTE: Please note our no refund policy. In the case that a client has cancelled within the periods stipulated, you be eligible for a Wild Women On Top store credit which must be used within a 12 month period or it will expire.**
- iii. **THIRD PARTY IS THE OPERATOR** – the third party's Terms and Conditions will prevail

REFUNDS – you will only be refunded if the Wild Walk is cancelled by the operator

d. WILD WEEKENDS

CANCELLATIONS

- i. If cancellation takes place more than 60 days prior to your departure date, you will be refunded any amounts paid, less a 20% admin fee.
- ii. If cancellation takes place between 60 and 30 days prior to your departure date, 50% of the tour price will be forfeited.
- iii. If cancellation takes place less than 30 days prior to your departure date, 100% of the tour price will be forfeited. Wild Women On Top cannot provide refunds for flights as these will be booked by individuals.
- iv. Transfers from one trip to another will not be permitted. Please ensure you have had confirmation of your booking from Wild Women On Top of your trip before paying for flights.

Personal travel insurance is not included in the price. It is your responsibility to ensure that you are adequately insured for the full duration in respect of illness / injury/ loss of baggage, personal items and

cancellation / postponement. It is recommended that your personal travel insurance covers all of the activities you expect to participate in.

- v. REFUNDS – you will only be refunded if the Wild Walk is cancelled by the operator.
- vi. THIRD PARTY IS THE OPERATOR – the third party’s Terms and Conditions will prevail.
- vii. PLEASE NOTE: Each trip has a minimum number of bookings required to proceed and each trip will have variable rates depending the number of bookings, therefore booking rates may vary from the rates advertised.

e. WILD WORLDS

- i. Where these trips are run by a third party operator it will be necessary for you to pay a deposit to the relevant third party operator for your Local or Overseas Adventure at the time of your booking.
- ii. On or prior to the time you make your booking, the third party operator will provide details relating deposits and their terms and conditions applying to the trip. Before you make any payment, WWOT strongly recommends that you read the terms and conditions of your trip carefully.
- iii. Prior to making final payment for any such adventure/trip, you will be required to pass a WWOT fitness assessment to ensure you are appropriately prepared for your adventure. If you fail this assessment, you may be refused a place on the adventure/trip. WWOT encourages each member to attend Trek Training on a regular basis and to supplement this with Interval Training or their own fitness related activities, at least three times weekly, to ensure they maintain fitness in preparation for an adventure/trip. Remote Members will receive a guide to Trip Training and will liaise with the Trip Coach in preparation for the trip.
- iv. To reserve your place on a trip run by WWOT, you should complete the Booking Form and pay a non-refundable, non-transferable deposit. Some trips require a non-refundable additional deposit or instant payment for a permit or internal flight. In these instances refer to the individual trip notes for details. It is strongly recommended that you take out a travel insurance policy also at the time of booking, which covers you for the type of activity you will engage in and for remote locations/evacuation.
- v. Final payment for all trips and tours will be due on a date specified by WWOT. In some cases, a third party operator may require payment at an earlier time. In such case, the terms and conditions of the third party operator will prevail.
- vi. If a trip is over-subscribed, preference will be given to current Trek Training members, then existing WWOT members.
- vii. If minimum numbers for a trip are not reached, third party operators may give Clients the option of a small group charge to allow the trip to proceed. A small group charge will only be applied with the consensus of the whole group. If more Clients join the trip before the trips departs the small group charge will be reduced or removed depending on the numbers.

viii. CANCELLATIONS

- i. WWOT or the third party operator/s reserves the right to cancel any trip or tour prior to departure due to insufficient numbers. In such an event, you will be given a full refund or the opportunity to transfer to another trip, at your election.
- ii. WWOT or the third party operator/s reserves the right to vary or cancel any local and overseas Trips and Walks or any part of them due to extremes of weather or changes to operational conditions such as road closures, flood danger, fire bans or other conditions beyond the control of WWOT or the third party operator engaged to conduct the trip or tour.
- iii. Every effort will be made to keep to published departure times and connections, but no guarantee can be made and no compensation shall be payable by WWOT or the operator for the cancellation or failure to meet those times.

ix. REFUNDS

- i. Cancellation fees for trips and tours booked through a third party operator will be as determined by the third party operator.

10. MERCHANDISE

- a. Merchandise purchased from our website: Refunds and Returns
 - i. Unfortunately, we are unable to offer refunds on merchandise purchased from our website. Products may be exchanged if goods are faulty, as long as they are returned to us in their original condition with the tags attached. Products may also be exchanged if you chose the incorrect size, however a \$10 postage fee will be charged (\$30 for overseas shipments).

11. FEEDBACK AND COMPLAINTS

- a. Your feedback is welcome and important in helping us to resolve our members' concerns with all aspects of WWOT and the services and programs it provides for its members.
- b. If you have any constructive feedback or a complaint we encourage you to inform us by email (admin@wildwomenontop.com) or by calling us (0434 027 912) during our normal business hours. WWOT will use its best endeavours to respond to your feedback promptly or, in any event, within 3 days of receiving your feedback or complaint.

12. PHOTOGRAPHY - Right to use photographic or film material

- a. When you are participating in a Wild Walk, Wild Weekend or Trek Training session, trip or tour, we or others may take photographs or film material of you.
- b. By becoming a member, you are giving us permission to use this material, including use for promotional materials without any compensation to you or express written permission from you.
- c. If you give us any photographs or photographic material, you agree to allow us free and unlimited licence to use of any images or material, including for promotional materials. However, WWOT acknowledges that any other proprietary rights that you may have will otherwise remain with you.
- d. If for any reason you do not want to have your photo taken or used on Facebook or other social media, please submit a written request to WWOT and let your coach know too.

ABN: 19 062 805 636