

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 and 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. 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 discreetly, 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 energised and 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!)
- e. WWOT reserves the right to change these Terms and Conditions and the Golden Rules from time to time.
- f. WWOT reserves the right to change its service offerings, schedules, memberships and pricing at any time. We endeavour to do so with reasonable prior notice to members.

2. WWOT MEMBERS

- 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 or advertised by WWOT (either directly or through third party operators and subject to availability of spaces within group and fitness assessments). However, depending on the nature of an 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 a trek training session, you must cancel out of the session at least 24 hours before the session, penalties will apply per 5.3.
- d. WWOT is closed for all sessions for 2 weeks over the Christmas period. A reduced trek training timetable may occur during school or public holiday periods.
- e. Membership includes 2 and 3-hour Trek Training sessions and Sunday Trip Training but excludes Coastrek Training sessions.
- f. Unlimited members can attend as many sessions as they choose, per week, during the term of their contract, subject to availability.

2.1 10 PACK TREK TRAINING SESSIONS

- a. Your 10 pack is activated from the date of the first session you book into and MUST be used within the timeframe of 15 weeks.
- b. Only one 10 pack can be purchased at a time.
- c. Unused Trek Training sessions cannot be transferred, refunded or extended.

- d. There are no refunds, or credits for unattended (late cancelled/no show) sessions. There are no extensions on the expiry dates on these products.
- e. 10 Pack passes include 2 and 3-hour Trek Training sessions and Sunday Trip Training but exclude Coastrek Training sessions.
- f. If you cannot attend, you must cancel out of the session within 24 hours, penalties will apply per 5.3.
- g. No refunds available.
- h. 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.

3.1 INTRO PASS

- a. The Intro Pass must be used within the specified time frame as stated when purchased. It is valid for 14 days from the first date of activation, i.e. the date of your first booked session.
- b. Intro Passes are available for new members only.
- c. Only one Intro Pass can be activated per person.
- d. Intro passes include 2 and 3-hour Trek Training sessions and Sunday Trip Training but exclude Coastrek Training sessions.
- e. No refunds available.

3.2 CASUAL TREK TRAINING SESSIONS

- a. Must be used within the specified time frame as stated when purchased.
- b. Casual sessions include 2- and 3-hour Trek Training sessions and Sunday Trip Training but exclude Coastrek Training sessions.
- c. If you cannot attend, you must cancel out of the session within 24 hours, penalties will apply per 5.3.
- d. No refunds available.

3.3 ADVENTURE MEMBERSHIP (online)

- a. Adventure membership is for clients who wish to join a WWOT Trip(s) and/or a Wild Walk(s) but who are not able to train with Wild Women On Top. This is a one-off fee for lifetime membership and is non-refundable. It provides access to the Wild Women Weekly, tips from a trained coach and educational materials to help you prepare for your trip or walk.

3.4 THREE MONTH MEMBERSHIP

- a. Minimum Contract period of 3 months (13 weekly payments). At the end of the contracted period, members can elect to continue or terminate the contract. A request to terminate must be provided in writing 30 days prior to contract expiry. To end a contract early, an admin fee of 20% of the outstanding balance will apply. 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.
- b. If you choose to sign up to this contract you will commit to **13 weekly payments** at the advertised rate, based on a Weekly Direct Debit against your provided credit card.
- c. To place payments on hold (suspension), please give written request via email 2 weeks before the period you wish to freeze. A contract can only be put on hold for one 2-week period during the 3-month contract. In addition to the 2 weeks per annum suspension period, members will also be given a suspension for all WWOT organised trips with a 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.

- d. Clients on an Unlimited 3-month contract will receive a 5% discount on all Half day and Full day Wild Walks (conducted by WWOT - not third-party operators) and select WWOT Merchandise. The discount will not apply to 10 pack or casual session purchases.

3.5 SIX MONTH MEMBERSHIP

- e. Minimum Contract period of 6 months (26 weekly payments). At the end of the contracted period, members can elect to continue or terminate the contract. A request to terminate must be provided in writing 30 days prior to contract expiry. To end a contract early, an admin fee of 20% of the outstanding balance will apply. 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.
- f. If you choose to sign up to this contract you will commit to **26 weekly payments** at the advertised rate, based on a Weekly Direct Debit against your provided credit card.
- g. To place payments on hold (suspension), please give written request via email 2 weeks before the period you wish to freeze. A 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, members will also be given a suspension for all WWOT organised trips with a 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.
- h. Clients on an Unlimited 6-month contract will receive a 5% discount on all Half day and Full day Wild Walks (conducted by WWOT - not third-party operators) and select WWOT Merchandise. The discount will not apply to 10 pack or casual session purchases.

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
- d. If you sign up to the Unlimited Trek Training Contract, you may cancel your contract by providing WWOT with 30 days' written notice. NOTE: To end a contract early, an admin fee of 20% of the outstanding balance will apply.
- e. Transfer of membership: Your membership of WWOT is personal to you and cannot be transferred to another person.
- f. When a suspension is applied, the duration of the suspension will be added to the end of your contract until the contract duration is finished.

5. TREK TRAINING

- a. WWOT will make recommendations to you regarding 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 must be booked into a session in advance using our online booking system. If the session is full at the time of booking you will be waitlisted. If a spot becomes available, you will be notified prior to

the session. Please do not just turn up to training as we have a maximum of 15 clients per session. You can only be guaranteed a spot if you book in!

5.1 SCHEDULE CHANGES

- a. 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.

5.2 INCLEMENT WEATHER OR OTHER CONDITIONS

- b. 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.

5.3 CANCELLATIONS

- a. It is your responsibility to cancel your scheduled booking at least 24hrs before the session if you are no longer able to attend.
- b. Please note our 24-hour cancellation and no-show policy. If you cannot attend, you must cancel out of the session at least 24 hours before of the scheduled class session, or penalties will apply and will automatically be deducted from your account. Unlimited memberships will attract a \$15 late cancellation fee for every three late cancellations (cancellations with less than 24-hour notice) or no shows recorded in our system during one season.
- c. If WWOT cancels a session you will not be charged for that session.

5.4 REFUND FOR LATE CANCELLATION

- a. Please note that regrettably we are not able to refund your Trek Training fees when you fail to attend a booked session or late cancel. Even if you do not attend a Trek Training session are still liable 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.

5.5 FEES

- a. Current Trek Training fees and dates are published at www.wildwomenontop.com.
- b. Fees for Trek Training must be paid at the time you apply to participate in Trek Training.
- c. 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.
- d. A cooling off period of 10 days applies from the date your sign up.
- e. A 20% admin fee will be applied to offset costs incurred if membership is cancelled after being activated (outside of the cooling off period).

5.6 INURY OR ILLNESS

- a. If injury or illness prevents you from attending Trek Training and you wish to suspend your membership, WWOT will require a medical certificate to be provided.
- b. For unlimited members - your weekly payments will be suspended from the date you notify us in writing. The medical certificate must be provided within 1 week of the notification or the suspension will be revoked.
- c. For 10 pack / casual pass / intro pass members – an extension date to use your purchased sessions may be provided depending on the circumstance.
- d. Minimum period of time to suspend is 1 week. Suspensions cannot be backdated.

6. RISK & INSURANCE

- a. WWOT's coaches are qualified in first aid, insured for public liability and undergo a traineeship program with WWOT to ensure that they are appropriately skilled for the activities of WWOT and that they 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.

6.1 ACCEPTANCE OF RISK

- a. Part of the appeal of adventure trips and trek training is that they operate in remote, harsh and 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

7. PRIVACY

- a. WWOT will have access to personal information (including health 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 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:
 - for the purpose for which the information was requested;
 - to promote WWOT; and
 - 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 use the unsubscribe mechanism in the email footer or email hello@wildwomenontop.com. (Please note that this may take up to 48 hours to take effect).
- 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 its website. All personal information collected and held by WWOT will be governed by the most recent Privacy Policy as posted on this website.
- p. Any concerns, enquiries or complaints about Privacy can be directed in writing to hello@wildwomenontop.com or The Managing Director, Suite 18, 117 Old Pittwater Road, Brookvale, 2100.

8. 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.

8.1 WILD WALKS

- a. CANCELLATIONS - Please note that in some instances we are not able to refund Wild Walk fees if you cancel or are unable to attend on the day. Even if you do not attend a Wild Walk we will still be liable 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:
 - a. Cancellation by WWOT - clients will receive a full refund if the trip is cancelled by WWOT.
 - b. Cancellation by client - if a client cancels a Wild Walk prior to the scheduled departure, the client will be eligible for the following store credit based on the retail price paid.
 - i. 30+ days prior to departure – a 20% administration fee will be deducted.
 - ii. 14-30 days – 50% will be deducted OR

- iii. less than 14 days – 100% of the trip price will be forfeited. Please note our no refund policy. In the case that a client has cancelled within the periods stipulated, you will be eligible for a Wild Women On Top store credit only which must be used within a 12-month period or it will expire.
- ii. WHERE A THIRD PARTY IS THE OPERATOR – the third party's Terms and Conditions will prevail.
 - 1) WWOT or the third party operator reserves the right to vary or cancel any Wild 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 Wild Walk.
 - 2) 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.

8.2 WILD WEEKENDS

- a. CANCELLATIONS - Please note that in some instances we are not able to refund Wild Weekend fees if you cancel or are unable to attend on the day. Even if you do not attend a Wild Weekend we will still be liable 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.
- b. WHERE WWOT IS THE OPERATOR:
 - i. Cancellation by WWOT - clients will receive a full refund if the trip is cancelled by WWOT.
 - ii. Cancellation by client - if a client cancels a Wild Weekend prior to the scheduled departure, the client will be eligible for the following store credit based on the retail price paid.
 - i. 60+ days prior to departure – you will be refunded any amounts paid less a 20% admin fee.
 - ii. 30-60 days – 50% of the tour price will be forfeited.
 - iii. Less than 30 days – 100% of the trip price will be forfeited.
 - iv. Flight refunds – please note WWOT cannot provide refunds for flights booked by individuals.
- c. WHERE A THIRD PARTY IS THE OPERATOR – the third party's Terms and Conditions will prevail.
- d. WWOT or the third party operator reserves the right to vary or cancel any Wild Weekend 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 Wild Weekend.
- e. 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.
- f. Each Wild Weekend has a minimum number of bookings required to proceed and each Wild Weekend will have variable rates depending the number of bookings therefore booking rates may vary from the rates advertised. Where applicable, please ensure that you only book flights once the Wild Weekend has been confirmed to go ahead.
- g. Transfers from one Wild Weekend to another will not be permitted.

Please note that personal travel insurance is not included in the Wild Weekend 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.

8.3 WILD WORLDS

- a. 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.

- b. On or prior to the time you make your booking, the third-party operator will provide details relating to deposits and their terms and conditions applying to the trip. Before you make any payment, WWOT strongly recommends that you **read the third-party terms and conditions** of your trip carefully.
- c. 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.
- d. To reserve your place on a trip, 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.
- e. 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.
- f. 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.
- g. If a trip is over-subscribed, preference will be given to current Trek Training members, then existing WWOT members.
- h. 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.
- i. CANCELLATIONS
 - 1) WWOT or the third-party operator reserves the right to cancel any trip or tour prior to departure due to insufficient numbers. In such an event the third-party terms and conditions will apply.
 - 2) WWOT or the third party operator 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.
 - 3) 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.
- ii. REFUNDS
 - 1) Cancellation fees / refunds for trips and tours booked through a third-party operator will be as determined by the third-party operator.

9. MERCHANDISE

- a. Refunds and Returns - We are not required to provide a refund or replacement if you change your mind. 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).

10. 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 (hello@wildwomenontop.com) or by calling us (02 8039 3580) 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, Wild World trip or tour, Trek Training session or other WWOT activity or event we or others may take photographs or film material of clients or attendees that may be invited to the event.
- 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