

# Terms & Conditions

Thank you for using INNER MAN ADVENTURES PTY LTD (Inner Man Adventures), also trading as 'Wild Wellness'. Our services are provided to you subject to these terms and conditions. References to Inner Man Adventures includes (where the context permits) our employees, agents, contractors and suppliers and these terms (including exclusions from liability) apply to their benefit.

1. These terms (including the exclusion of liability) bind you (the person specified under "Your Name" on the Inner Man Adventures Registration Form) and all persons travelling with you in your vehicle, including the participants specified on the Inner Man Adventures Registration Form. You warrant that you have the authority to enter into this agreement on behalf of those persons, including any minors. Without limiting the generality of the foregoing you warrant that you have the authority to give the releases and indemnities set out in this Agreement on behalf of those persons.
2. You warrant that all information provided by you in the Inner Man Adventures Registration Form is complete and true and accurate.
3. Inner Man Adventures makes every effort to operate all tours as advertised however you acknowledge that:
  - a) Inner Man Adventures operates tours in various locations and reserves the right to amend, vary, re-route, or cancel when in its best judgement, road conditions, climate, or other circumstances deem it to be necessary.
  - b) Inner Man Adventures does not guarantee exact arrival and departure times or days.
  - c) At the discretion of Inner Man Adventures, an event may not proceed if minimum numbers are not achieved. Tagalong Tours shall advise participants as soon as possible should the tour not proceed under this clause.
  - d) Inner Man Adventures may cancel, postpone, or reschedule events due to lockdowns, border closures, or other restrictions that may be due to a health emergency, eg COVID19, as directed by authorities or as determined by Inner Man Adventures.
4. You acknowledge and agree that:
  - a) Participation in any event organised by Inner Man Adventures is voluntary.
  - b) No pets or firearms are permitted on any Inner Man Adventures event.
  - c) All Registrations made with Inner Man Adventures are subject to the terms and conditions and limitations and liability imposed by the other suppliers, some of whom limit or exclude liability in respect to death, personal injury or delay.
  - d) Unless required by law or otherwise expressly agreed in writing by Inner Man Adventures, no refunds are payable and no claims may be made if you do not complete the event regardless of the reason.
  - e) You must comply with our directions and advice while undertaking the event and for matters related to the event.
  - f) Participation in the event involves group interaction with other participants and Inner Man Adventures and you agree to at all times to act decently and with respect to other participants and Inner Man Adventures. You must not cause or



create any nuisance to other participants, Inner Man Adventures or the general public.

- g) You agree to follow the Code of Conduct.
- h) We may cancel your participation in the event at any time, without liability, if you breach these terms.

- 5. Inner Man Adventures may suspend or cancel your participation or continued participation on the event if there are reasonable grounds for Inner Man Adventures to do so.

#### Medical Matters

- 6. Inner Man Adventures is not liable for the sickness or injury of any event participant.
- 7. You warrant that you do not have any pre-existing medical condition or disability (including those disclosed on the Inner Man Adventures Registration Form) which will impact on or prevent you from participating in or completing the event. It is your responsibility to ensure that you are medically capable of completing the event.
- 8. You warrant that you do not have any COVID19 symptoms, have not been to a declared hotspot, have not returned a positive test result, have not been instructed to isolate, or have not been exposed to a person who has any of the above, in the last 14 days prior to the event.
- 9. Some events are conducted in areas with limited medical services. You hereby authorise Inner Man Adventures to take such action as is necessary (but without any obligation on Inner Man Adventures to do so) for the provision of medical services at your cost, including but not limited to, the arrangement of any medical evacuation service by air/road, the attendance of any doctor, nurse, paramedic or ambulance officer and any necessary hospital service. You must pay the costs on time to the provider of the services or reimburse Inner Man Adventures within seven days of demand.
- 10. You are not entitled to any refund for any part of the event that you miss due to sickness, illness or injury or due to other circumstances outside the control of Inner Man Adventures.

#### Vehicles and Equipment

- 11. Should your vehicle break down, or require recovery, Inner Man Adventures will use reasonable endeavors to assist with the recovery of the vehicle although is not obliged to do anything that would jeopardise the safety of any person or pose risk to property of Inner Man Adventures. The tour price does not include the cost of any vehicle repairs, towing expenses or any other third-party costs that may be incurred by you in order to continue the event.
- 12. You warrant that all drivers of the vehicle:
  - a) Hold a valid open and unrestricted Australian driver's licence that permits operation of the class of your vehicle.



- b) Are responsible for your vehicle and the persons in that vehicle and acknowledge that the driver is required to demonstrate a duty of care to all other road users, members of the public and other event participants.
  - c) Will be liable for any traffic offences incurred during the event in relation to your vehicle.
13. You are responsible for the maintenance of your vehicle during an event. This includes regularly checking your vehicles condition, including but not limited to batteries, water and oil levels, tyre pressures and air filters.
14. If Inner Man Adventures arranges/facilitates the hire of vehicles or other equipment for a participant, then the contract and terms & conditions for use of that equipment is between the participant and the supplier of the goods.
15. You are responsible for properly loading your vehicle and for taking proper precautions for the safe carriage of your load including dangerous goods like gas cylinders. You must ensure that you comply with all manufacturers' recommendations for the carrying of loads including trailers.
16. The events are undertaken primarily on rough, unsealed roads through varying terrains including sand, gravel, mud and creek crossings and are challenging, self-sufficient 4WD experiences that may traverse remote areas. You warrant that:
- a) All drivers of your vehicle have sufficient driving experience and expertise to safely drive in those conditions and to maintain the pace of the event;
  - b) Your vehicle is capable of handling those conditions and able to be driven at the pace of the event; and
  - c) Your vehicle is roadworthy and will at all times during the event be registered under the laws of the State in which you live. Acceptance of your Registration is not deemed to be an endorsement by Inner Man Adventures of the drivers or vehicles specified by you in the Inner Man Adventures Registration Form.
17. Inasmuch as the above clauses apply, the Participant is also responsible for providing and maintaining their own camping equipment throughout the event. The Participant will be responsible for maintaining any equipment provided by Inner Man Adventures and will be pay Inner Man Adventures for all any repairs deemed necessary.

#### Insurance

18. Inner Man Adventures strongly recommends that all participants have comprehensive vehicle insurance in addition to third party insurance plus a premium roadside service cover with the relevant motoring body from their State eg RACV, NRMA or RACQ.
19. Inner Man Adventures strongly recommends that all participants take out travel insurance cover for extended events.

#### Registrations & Cancellation Policy



20. To make a Registration, you must provide Inner Man Adventures with their required Registration Form and details along with the nominated event deposit payable to Inner Man Adventures by bank transfer using nominated event reference, by the supplied online booking and payment portal, or by means agreed to in a custom proposal. Confirmation of the Registration will be issued once the Registration Form and payment has been received.
21. The final balance of the amount payable is due no less than 30 days prior to the event. If a Registration is made within 30 days prior to departure, full payment is required with the Registration Form in order to secure the Registration.
22. If you wish to cancel your Registration, you must notify Inner Man Adventures immediately in writing, and the notification will take effect once it is received by Inner Man Adventures.
23. Any cancellation may, at the discretion of Inner Man Adventures, be subject to penalties as set out in the schedule below:
  - a) More than 30 days prior to departure date – No penalty
  - b) 15 – 30 days prior to departure date – Loss of deposit
  - c) 14 days or less prior to departure date – 50% full payment
  - d) Failure to attend – No refund
  - e) Leaving during event – No refund

#### Liability

24. You release Inner Man Adventures from all Claims and liabilities arising out of or relating to your participation in the event, including (but not limited to) actions (or inactions) of Inner Man Adventures undertaken pursuant to these terms, and including those caused or contributed to by third parties, including suppliers to Inner Man Adventures and other participants on the tour. For the purposes of this clause “Claims” means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgement, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.
25. You indemnify Inner Man Adventures for any loss suffered by it and against all Claims (as defined in the preceding clause) and liabilities arising out of or related to your participation in the event and any breach by you of these terms.
26. You indemnify Inner Man Adventures for any loss suffered whilst operating outside of the event program, including departing from the Inner Man Adventures itinerary or led activities.
27. You acknowledge that while participating in an event held on a vendors property, for example a private 4wd park, that you agree to and abide by the properties own terms and conditions.
28. Inner Man Adventures may suspend its obligations under this agreement if its ability to perform is affected by cyclones, storms, fires, earthquakes, explosions,



embargoes, government directives, or any law or regulation, litigation or labour dispute, act of God (such as flood), war, terrorism, or any other cause which is beyond its reasonable control. In such a circumstance a full refund, less any costs Inner Man Adventures are unable to recoup, will be returned to the participant.

## General

29. These Terms and Conditions can only be amended in writing by Inner Man Adventures. They are incapable of amendment or waiver by an employee, agent or representative of Inner Man Adventures or by any other supplier.
30. It is your responsibility to obey all state and local laws while on tour. We draw your attention to the laws applying to the limited transportation and use of alcohol in some communities.
31. You give permission for Inner Man Adventures to use any digital film or video/still photographs that may be taken of participants, for any reasonable use including in its advertising, on its social media or its web site.
32. Inner Man Adventures' rights under this document are cumulative and not exclusive of any rights provided by law.
33. This Agreement is, and shall be governed by, and construed in, accordance with the law of the State of Queensland.
34. Any money that you do not pay on time to Inner Man Adventures will bear interest at the rate of 15% per annum, calculated daily and capitalised annually. You must pay all of Inner Man Adventures costs including legal costs (on a full indemnification basis) of enforcing (or attempting to enforce) any of Inner Man Adventures rights under these terms and conditions or arising from your breach of these terms and conditions.
35. The parties consent to the giving of information for the purposes of this Agreement by electronic communication (as defined in and for the purposes of the Electronic Transactions (Queensland) Act 2001) and without limiting the generality of the foregoing, Inner Man Adventures consents to the Participant providing its signature as to acceptance of this Agreement via the Participant ticking the acceptance box on the Inner Man Adventures of Australia Registration Form.
36. The Participant cannot claim compensation or seek damages if Inner Man Adventures exercises any of the rights conferred on it by this Agreement, unless this Agreement expressly provides otherwise.



# Code of Conduct

Participation in Inner Man Adventures events involves group interaction with other participants, organisations and Inner Man Adventures staff and representatives. The purpose of this code of conduct is to encourage fair, ethical treatment of all persons and organisations that take part or interact with Inner Man Adventures events.

You agree to at all times to act decently and with respect to other participants and Inner Man Adventures. You must not cause or create any nuisance to other participants, Inner Man Adventures or the general public. You agree to abide by this code of conduct and acknowledge that any breach of the code of conduct may result in consequential actions from Inner Man Adventures, including exclusion from part or whole of event without refund, and if necessary involving external authorities.

You agree at all times to:

- Respect the rights, dignity and worth of others
- Be fair, considerate and honest in all dealings with others.
- Refrain from any form of abuse towards others.
- Refrain from using obscene language.
- Refrain from any form of harassment towards others.
- Refrain from any form of discrimination towards others.
- Refrain from any form of victimisation towards others.
- Act in a safe manner toward yourself and others.
- Not consume alcohol in excess as to affect your behaviour, and not to exceed legal driving limits.
- Follow the respective park, property or national parks codes of conduct, rules and conditions of entry/use.
- Understand the possible consequences of breaching this Code of Conduct.

You agree that acceptance of this code of conduct is given by ticking the acceptance box on the Inner Man Adventures Event Registration Form.

