

APPLICATION FORM

Hands on Development Study Tour Nepal



PERSONAL DETAILS

Family Name: Given Name:

Date of Birth:/...../..... Sex: M / F (please circle)

Postal Address:

City / Suburb: State: Postcode:.....

Ph (H): (W):.....

(M): Email:

Passport No: or Tick if applying for a passport

Are you a Student: YES NO School/Course:

Are you Employed YES NO Employer:

NEXT OF KIN - FOR EMERGENCY CONTACT

Name: Relationship:

Address:..... City/Suburb:

State:..... Post Code: Ph:

Email:

MEDICAL QUALIFICATIONS

Do you have First Aid/Medical Qualifications: YES NO (if yes please fill out details below)

Studies Completed:

Studies Underway:

EMPLOYMENT

Current Employer: Occupation:.....

Duties:

T-SHIRTS

Shirt Size (please circle): XS S M L XL XXL

How did you hear about the Hands on Development Study Tour 2012-2013? Friend / School / Uni / TAFE / Internet / Facebook

Other:

TELL US ABOUT YOURSELF

Please use this section to tell us about yourself, and why you would like to go on this Study Tour. Tell us what you think you can contribute to the expedition, and also what you hope to gain from the experience. Include any traveling you have done, your hobbies/interests, etc.

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What are you expecting from the trip? What are your motivations for wanting to come on the trip?

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Have you traveled to a third world country before? YES NO

FITNESS SELF-EVALUATION

Please outline your fitness level below. Please note that information you give on this fitness form does not influence your selection on our tour. It merely gives us an idea of your fitness level and helps you plan what you will do to prepare for the expedition.

1. Are you involved in regular sporting or athletic activities? YES NO
Briefly outline any activities, how regularly you participate, and how long you have been involved.

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2. Have you ever been involved in hiking, bush walking, or camping activities? YES NO
Briefly outline your experiences.

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3. Involvement in an expedition of this nature requires a fair amount of physical strength and fitness. How do you intend to train or prepare physically for this upcoming challenge?

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4. How would you rate your current level of fitness?

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MEDICAL INFORMATION – THIS WILL BE KEPT CONFIDENTIAL

1. Do you suffer from asthma or any other lung disease? YES NO
 2. Do you have allergic reactions (food, chemicals, bites, nuts, stings, etc.?) YES NO
 3. Do you have a circulatory condition (e.g. angina) YES NO
 4. Do you have diabetes (tablets, insulin or diet controlled)? Please indicate insulin requirements. YES NO
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5. Do you have joint injury (sprains, strains, dislocations) or other musculoskeletal conditions? (i.e. arthritis)? YES NO
 6. Do you have any neurological condition (such as epilepsy)? YES NO
 7. Do you have any psychological or psychiatric condition: (i.e. Personality disorder, Bipolar, ADD, depression)? YES NO
 8. Do you suffer from any mood swings or specific behaviours that would be important for the expedition staff to know about so that we can support you on the expedition? Please give details, including medication, support services and management plan. YES NO
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9. Do you wear contact lenses or require prescription glasses for normal vision? YES NO
 10. Have you had surgery that would affect your participation in this trip? YES NO
 11. Are you currently having medical treatment? YES NO
 12. Do you suffer from vertigo? YES NO
 13. Are you on any prescription drugs, including contraceptive pill and homoeopathic drugs? Please give details including dosage and side effects? YES NO
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14. Do you have any sleep disorders (e.g. sleep apnea, walking)? YES NO
 15. Do you have any digestive problems (e.g. nausea, vomiting)? YES NO
 16. Do you smoke cigarettes? YES NO If yes how many?
 17. Are you pregnant? YES NO
 18. Do you suffer from migraines or severe/frequent headaches? YES NO
 19. Do you have any special dietary requirements Eg. - vegetarian (specify - lacto; vegan, etc)? YES NO
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20. Do you have any addictions? YES NO
 21. Do you have any abnormal bleeding conditions (anaemia, thalasaemia)? YES NO
 22. Are there any other injuries or medical conditions that you believe our staff should be made aware of? YES NO
 23. Are there any other injuries or medical conditions that you believe our staff should be made aware of? YES NO

Thank you for your interest in our Nepal Study Tour
 Please fill out and email this form to steph.w@seven-women.com
 For any further questions contact Steph Woollard
 P: 0433692761

2015-16

HANDS ON DEVELOPMENT

BOOKING TERMS AND CONDITIONS



Please read these terms and conditions of contract carefully. In completing and submitting the booking form you are agreeing to be bound to these conditions which constitute an agreement between Hands on Development ('The Company') and you ('The Client').

1. BOOKING

A booking is accepted and becomes definite only from the date when The Company sends a confirmation invoice or email. It is at this point that a contract between the Company and the Client comes into existence. The Company or their agents reserve the right to decline any booking at their discretion. A non-refundable deposit of \$555 per person must be paid at the time of booking to reserve your place on the selected tour.

2. MEDICAL FORM, CONDITIONS AND SPECIAL REQUIREMENTS

The Client is required to complete and submit the medical information on the booking form. Full and complete disclosure is mandatory. The Company cannot offer medical advice. Some destinations visited are remote, isolated and far removed from medical services. You must be in good medical condition to undertake this tour. By submitting the booking form you represent and warrant that: (i) you are in good health at the time of booking this tour, (ii) you have made a full and honest declaration of your health, (iii) you will immediately notify the Company of any adverse changes in your health after booking, (iv) The Company may consult their own medical advisors in relation to your medical information, (v) you understand that our medical advisor may exclude you from the tour if necessary.

If you fail to comply with the duty of disclosure and if The Company would not have permitted you on the tour had you made full disclosure, The Company will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

Traveling with Children: Clients aged 18 at date of first travel are viewed as adults. The Company do not accept any clients under the age of 18 years old without specific written permission from a legally authorised person.

3. PAYMENT

The tour price is to be paid in cash, or bank transfer. The balance of payment is due no less than 90 days prior to departure. Prices are quoted in Australian dollars, and all payments must be paid in Australian dollars. If booking is made within 60 days of departure, full payment is due immediately. It may be necessary to make payment for the airfares earlier than 90 days prior to departure in order to secure the fare that has been arranged as part of the tour package. In this case, the Company will advise you in writing to request earlier payment.

4. TOUR PRICES

Package prices are per person based on ground costs, fuel prices, airfares, exchange rates and assumptions made at the time of printing the brochure. The Company reserves the right to amend tour prices without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date. The tour price includes everything that is listed in the trip notes/ information booklet sent to each participant at the time of booking.

5. CANCELLATION OF A TOUR BY THE CLIENT

Any cancellation by the Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable.

- i) Cancellation 90 days or more before departure: deposit forfeited and any outstanding amount paid is reimbursed;
- ii) Cancellation 60-30 days before departure: 50% of cost of services booked forfeited.
- iii) Cancellation less than 30 days before departure: 100% of cost of services booked forfeited.

6. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel a tour if minimum number of participants has not been reached, in which case the Client can take a substitute trip or received a full refund of the monies paid will be given to you. The Company also reserves the right to cancel a tour due to Force Majeure, unusual or unforeseen circumstances outside the Company's control. The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the confirmed booking such as visas, vaccinations, non-refundable flights, loss of earnings, or loss of enjoyment, etc.

7. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

8. CHANGES, POSTPONEMENT AND DELAY

The Company reserves the right to:

- cancel or modify any routes within the tour or objectives set out in the itinerary; or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of the Company, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of the Company, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by the Company. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

The Company also reserves, at their absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. Travel insurance may compensate you depending on the circumstances.

To make changes the Client must notify the Company in writing of the amendments they wish to make. Changes can be made subject to availability provided that all additional costs are paid by the Client.

9. AIRLINE AND TRANSPORT PROVIDERS

Any material published in regards to this tour and conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or propped to be used in the course of the tour. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

10. ACCEPTANCE OF RISK

You acknowledge and agree that:

- by nature this tour is adventurous and may involved a significant amount of personal risk;
- in the Nepal where this tour is undertaken, standards of accommodation, transport, healthcare, hygiene, safety and service provision generally are often not as high as those standards in your country of residence;
- the additional dangers and risks associated with this type of travel may include difficult and dangerous terrain, high altitude, extremes of weather, including sudden and unexpected changes, political instability, remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury.

For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss. You also declare and accept that you have read the trip notes and understand that the Company is not liable for your safety if you undertake any additional activities, not stipulated in the trip notes.

11. AUTHORITY ON TOUR

At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must advise the Company at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behaviour is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

12. TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey are the responsibility of the Client.

13. ITINERARY

The itinerary is published in good faith as statements of intention only and reasonable changes in the itinerary may be made when deemed necessary.

14. INSURANCE

All clients must have a valid travel insurance policy and this is not included in the tour price. It is your own responsibility to ensure that you are adequately insured for the full duration of the tour in respect to illness, injury, death, loss of baggage and personal items and cancellation. You must provide evidence to the Company that you have taken a travel insurance policy.

15. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labour difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, safety and security concerns as deemed by the Company, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

16. OPTIONAL EXTRAS

Optional extras do not form part of the tour. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional extras include rafting, horseback riding, sightseeing flights, zip lining, travelling on public transport and other extras that are not included in the tour price.

17. DISCLAIMER:

You accept that Hands on Development works as a booking agent for a third-party tour operator and accepts no liability for the acts or omissions of those third-party tour operators; and Hands on Development will not be liable for any breach of any law by any person with whom you travel on the tour; and you may not rely on any representations concerning the tour made by Hands on Development that are not contained within these conditions.

18. LIABILITY

Consideration of Hands on Development accepting your booking application and in consideration of you being permitted by Hands on Development to join the tour to the extent permitted by law:

You release, waive, discharge, hold harmless and agree to indemnify Hands on Development and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages, or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction there within unless caused by wilful negligence or wrongful act of Hands on Development and its employees; and regardless of the situation or circumstances giving rise to the claim you waive any claims you have, or may at any time have, against Hands on Development and its employees, and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from Hands on Development or its employees in respect to personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour.

19. SUPPLIERS AND INDEPENDENT CONTRACTORS

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. The Company will at all times endeavour to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. Neither the Company nor any carrier is liable for independent contractors.

20. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

21. IMAGES AND MARKETING

The Client agrees that during the tour images, photos or videos may be taken by other travellers and/or the Company Staff that may contain the Client in part or in whole. The Client agrees that these images may be reproduced by the Company and the Client grants perpetual, royalty-free, worldwide, irrevocable license to reproduce such images, photos or video in any medium for promotion and publicity purposes.

22. REFUSAL OF SERVICE

At anytime before or during the booking process, the Company retains the right to refuse service to any Client, for any reason whatsoever, outside of any discrimination or protected class reasons.

23. AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law, statutory guarantees apply to the supply of recreational services of the kind offered by these terms and conditions. "Recreational services" is defined as including activities that involve a significant degree of physical exertion or risk undertaken for the purposes of recreation, enjoyment or leisure. These guarantees mean that Hands on Development as the supplier, is required to ensure that the recreational services it supplies to you are rendered with due care and skill and are fit for their intended purpose.

Under the Australian Consumer Law, Hands on Development as supplier, is entitled to ask you to agree that these statutory guarantees will not apply to you. If you sign this form you will be agreeing that your rights under this agreement, if you are killed or injured because the services provided were not rendered in accordance with these statutory guarantees, are excluded, restricted or modified in the way set out in this condition.

To the extent permitted by law, you hereby exclude, release and forever discharge all Hands on Development representatives from all liability for any and all claims, loss, damage, cost or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, form of behaviour, course of conduct or state of affairs as specified in section 139A of the Competition and Consumer Act 2010 (except in the case of liability arising from the reckless conduct on the part of the Hands on Development representatives) and connected with your participation in the recreational services which comprise the tour.

I have read and accept the terms and conditions:

24. PRIVACY

You permit Hands on Development to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to Hands On Development staff or representatives in order to ensure your safety and well being but will not be used by them for any other purpose.

25. JURISDICTION

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Victoria, in the case the booking is made in the state of Victoria, or
- NSW, in the case the booking is made elsewhere in Australia.

Date ____/____/____