



**Western Wilderness**  
**4WD & Survival Training**  
Skills to choose your own adventure

Western Wilderness 4WD & Survival Training Pty Ltd  
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## Terms and conditions

Please carefully read the following terms and conditions. In completing and submitting the Online Booking Registration Form, and/or paying our invoice and attending our course as a participant or passenger, you agree to be bound by these conditions which form the agreement between Western Wilderness 4WD & Survival Training Pty Ltd atf G & T Williams Family Trust (WW4WD) and you.

### 1 ] How to Book

Full payment either via our website booking system or our invoice will confirm/reserve your place on one of our courses. All participants, including passengers need to fill in and sign our "Disclaimer of Liability Form/Exclusion of Right to Sue" form. All Drivers' are also required to complete our "Course Registration and Disclaimer Form". Both forms are to be given to the instructor on the day of training.

### 2 ] Payment

Prices quoted on the website are in Australian dollars and are payable immediately by Paypal.

### 3 ] Cancellations/refunds/transfers

If you wish to cancel your course or voucher, please notify WW4WD in writing via email. Once WW4WD receives your notice, cancellation will take effect subject to the following:

- A full refund less a \$20.00 administration fee for all cancellations with 10 or more days' notice.
- If cancellation occurs within 9 days of the course you will forfeit 50% of the course price.
- If you have booked a position and do not attend, you forfeit the right to any refund.

If you wish to transfer from one course to another, you should notify WW4WD in writing and your transfer will take effect subject to the following. Transfers may only be made to another course within 6 months of your original course date and the following transfer charges will apply:

- If your notice is received within 10 days of your original course date, 25% of your original course price will be forfeited and the remainder transferred to the course nominated by you.
- Cancellation for vouchers can only be done by the person who bought the voucher within 30 days of purchase. The vouchers cannot be exchanged for cash by the recipient. An administration fee of \$20.00 will apply.

Whilst we do our best to send reminders approximately one week prior to the course, it is your responsibility to attend the course you have booked.

### 4 ] Cancellation by WW4WD

WW4WD reserves the right to cancel any course in the event an instructor deems the weather conditions to be unsafe or if the attendance is too few, in which case you will be given a full refund of payments you have made to WW4WD, or if preferred, your booking will be changed to another suitable date. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from the cancellation.

### 5 ] Insurance

It is the drivers' responsibility to ensure their vehicle is adequately insured, roadworthy and is registered.

### 6 ] Route Changes

WW4WD reserves the right to:

- Change the designated training area

- Cancel or modify any routes within the course or objectives set out in the itinerary, or
- Substitute different or equivalent routes within the course in place of cancelled or modified routes.

## **7 ] Health and Fitness requirements**

If you have a medical, physical or mental condition which may affect your participation in the course you must disclose this to us upon booking. You are also obliged to do the same once you have booked where a medical condition becomes evident leading up to the course.

## **8] Age / Licence requirements**

All driving participants must be 17 years or over. All driving participants must hold a valid and current Motor Drivers Licence applicable to the class of vehicle they will be driving. WW4WD vehicles are all manual, and participants wishing to drive our vehicles must be 25 years or older and licenced for a minimum of two years and be experienced manual vehicle drivers and hold a current valid Australian manual licence. Please note there is a standard excess of \$850 in the event of an accident. This excess is subject to change and will reflect the excess charged by the insurance company at the time.

## **9 ] Alcohol**

Please note, no alcohol is to be consumed by participants for the duration of any course.

## **10 ] Force Majeure**

If WW4WD is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, storms, breakdowns, interruption of transport, government or political action, acts of terrorism, acts or omissions of a third party or any other cause whatsoever outside WW4WD's reasonable control, WW4WD will be under no liability to you and may, at its option, by written notice, either cancel the course or arrange an alternative course.

## **11 ] Assumption of Risk and safety declaration**

You acknowledge that:

- We reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. We also reserve the right to cancel any activity if we become concerned for any reason for your safety or that of any other person.
- You must follow our instructions and use any safety equipment provided at all times. For the above reasons you accept the inherent dangers and risks associated with the proposed course and the accompanying risk of injury, death or property damage or loss.

## **12 ] Release and Waiver of Liability**

Prior to course commencement, all participants, including passengers are required to complete our "Disclaimer of liability/Exclusion of Right to Sue" form. In addition, all drivers' are to complete our "Course Registration and Disclaimer" form. Both forms indemnify WW4WD from and against all actions, proceedings, claims, demands, costs and expenses and liability whatsoever and howsoever including future events, arising from or in any way connected with your participation on your course with WW4WD.

## **13 ] Vouchers**

Vouchers have an expiry date of 12 months from the date of purchase.

Vouchers are not redeemable for cash.

## **14 } Use of our equipment**

We supply the use of radios, deflators and compressors. Negligent damage or loss of this equipment is the responsibility of the participant using the item. By using our equipment, you agree to pay the cost of either replacing or fixing the damaged equipment.

## **15 } Government Vaccination Requirements**

Where a Government (Federal and State) requires that a person must be vaccinated against Covid (or any other disease or virus) or imposes a restriction or requirement of any nature to be able to attend our course the person must comply with such requirement. WW4WD will not accept a booking from any person that has not complied with or does not commit to such requirement. Where a person makes a booking and is then unable to meet the requirement, the customer shall be barred from the course and the WW4WD's cancellation policy shall apply.

Where a requirement is introduced subsequent to the booking, and the customer is not able to comply with the new requirement, the customer shall be barred from the course and WW4WD cancellation policy shall apply.