

Terms and Conditions

General Responsibilities and Duty of Care

1. Adventure Offroad Training (AOT) will use its best endeavours and make every effort to operate all training courses as advertised.
2. I understand that AOT operates in remote areas. AOT reserves the right to amend, vary, re-route or cancel any training activity where, in its best judgement road, climatic or other circumstances deem it to be necessary.
3. AOT reserves the right to employ trainers other than those advertised should the need arise.
4. AOT trainers retain the right to remove any student at any stage of the training course.
5. All vehicles must have High and Low range, unless agreed to by AOT, and be registered for normal road use.
6. No pets or firearms are permitted on any AOT training course.
7. No alcohol permitted on any AOT training course. Alcohol should not be consumed prior to any AOT training course.
8. I/we understand and accept that AOT training courses are challenging, self-sufficient experiences.
9. I/we agree to observe the safety and other instructions of the trainer or the duration of the training course.
10. Whilst every care and precaution is taken, I/we understand that AOT is not liable for the sickness or injury of any participant.
11. I/we confirm that I/we do not have any pre-existing medical condition or disability which will impact on or prevent me/us from participating in or completing this training course.
12. Where a training course is carried out in an area without proper medical services, AOT and its servants are expressly authorised by me/us and each participant for whom we are responsible to take such action as is necessary for the provision of medical services. This shall include, but is not limited to, the arrangement of any medical evacuation service by air/road, the attendance of any doctor/nurse, and any necessary hospital service.
13. I/we understand that all associated costs of the provision of medical services as specified in Clause 12 are to be borne by me/us.
14. I confirm that I, and any co-drivers, possess a driver's license valid in Australia.
15. I/we understand that we must abide by Australian road laws for the duration of the training course.
16. I/we understand that drivers shall use their own insured vehicle, or one supplied by their company or one hired expressly for off-road use.
17. It is understood that in the event that AOT arranges/facilitates hire of vehicles or other equipment for a client, the contract and terms and conditions for use of that equipment is between the client and the supplier of the goods.
18. Hire vehicles and/or equipment must be paid for prior to collection.

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Booking and Cancellation Policy

19. To make a booking, clients must provide AOT with verbal or written instruction followed by payment within 7 days of issue of invoice. If course date is within 7 days of issue of invoice, payment is to be made on receipt of invoice. A booking is secured after payment on the issue of written confirmation by AOT.
20. In the case that AOT must cancel a course, AOT will offer you an alternative training date or offer a full refund of all monies paid.
21. Should it be necessary for you to cancel your confirmed training session, you must notify AOT immediately in writing. The notification will take effect the day it is received by AOT. Monies will be refunded (less incurred administration costs) as set out by the schedule below:
 Number of days prior to the course:

More than 21 days	Full refund
14-20 days	75% refund
13-7 days	50% refund
Less than 7 days	No refund
22. If your place can be filled by another full-paying client prior to the course date AOT may, at its own discretion, refund your money in full (less incurred administration costs).
23. Should you need to re-schedule your confirmed training session you must notify AOT immediately in writing. The notification will take effect the day it is received by AOT. A re-scheduling fee will be charged, as set out in the schedule below:
 Number of days prior to the course:

More than 21 days	No charge
14-20 days	25% of total course cost
13-7 days	50% of total course cost
Less than 7 days	Total course cost
24. If your place on the original course can be filled by another full-paying client prior to the new date AOT may, at its own discretion, waive the re-scheduling fee.

Legal Considerations

25. AOT, its trainers, or any other persons or organisations associated with training do not accept any liability for any damage to any persons or property resulting from the subsequent action of participants.
26. These terms and conditions are incapable of alteration or waiver by a servant, agent or representative of AOT or by any other supplier.
27. I give my permission for AOT to use any digital, film or video photographs they may take of me, my family or my vehicle, in their advertising or on their website. Please note: If you do not wish your images to be used, please cross out and initial this paragraph.
28. Notwithstanding anything contained in this Agreement to the contrary, AOT shall not be liable for any loss, injury, delay, damage or other casualty suffered or incurred by you due to storms, fires, earthquakes, explosions, embargoes, Government directives, or any other law or regulation, litigation or labour dispute, act of God, war, terrorism, or any other cause which is beyond our reasonable control.
29. This Agreement is and shall be governed by and construed in accordance with the law of the State of Western Australia.
30. Any legal conflict which may arise under this Agreement shall be resolved in the legal jurisdiction of Western Australia.