



# Ecotourism Melanesia

Discover Papua New Guinea and Solomon Islands

## TOUR EM10: WALK THE KOKODA TRACK (AND VARIATIONS)

### TREKKING CONTRACT 2008

*Each individual joining the tour party must sign or affix his/her signature to this document as confirmation that these terms and conditions have been read, understood and accepted.*

#### GENERAL TERMS AND CONDITIONS

1. The terms and conditions specified in this contract override any information, offers or claims made in itineraries or other promotional materials issued by Ecotourism Melanesia.
2. Booking, payment and cancellation conditions are specified on your INVOICE and must be read in conjunction with this contract.
3. The term "tour" in respect of this document refers to your trek from Kokoda to Owers Corner, or reverse, plus any associated air and road travel, accommodation, equipment, food, guides and porters or other services provided by Ecotourism Melanesia, in accordance with inclusions specified in your itinerary.
4. It is a condition of booking this tour that you MUST purchase travel and medevac insurance to cover you for cancellation, loss of baggage or personal items, emergency medical treatment including medical evacuation by aircraft, forced changes to your itinerary or other unexpected circumstances which lie beyond your control or the control of Ecotourism Melanesia Ltd. Travel and medevac insurance can be purchased from any travel agent or airline office in Australia or online (eg [www.covermore.com.au](http://www.covermore.com.au)) and should be purchased at the time of finalising your payment for your tour so that you will be immediately covered for reimbursement of any cancellation penalties in eligible circumstances where you are forced to cancel your tour.
5. It is also a condition of booking this tour that you undertake to provide a medical doctor's certification that you are physically capable of undertaking a challenging 7-day trek, and that you have been prescribed anti-malaria prophylaxis for the duration of your visit to Papua New Guinea.
6. The tour designated EM#10: Walk the Kokoda Track (and variations) is sold by Ecotourism Melanesia Ltd ("the tour operator") on the basis that some components of the tour are provided by local service providers such as village guest house proprietors and independently contracted guides and carriers (porters).
7. Ecotourism Melanesia undertakes to organise and monitor your trek and ensure that all accommodation, travel and tours are booked as stated in your itinerary. In the event that your itinerary is disrupted due to delayed flights, bad weather conditions or other local circumstances we will do our best to rearrange your itinerary to enable you to continue your tour with minimum inconvenience. However any additional costs incurred in rearranging a disrupted itinerary will be borne by you and/or your travel insurer. In case of disrupted itinerary or other problems during your tour please contact us on PNG phone numbers 323 4518, 325 3043 or 686 8917, or talk to your trek guide.
8. In the event that accommodation, travel or other services booked by Ecotourism Melanesia on your behalf are not provided by the service provider or not availed of by you due to circumstances beyond the control of Ecotourism Melanesia or the local service provider (such as bad weather, civil commotion, strikes, utility failure, closure of the Kokoda Track by landowners or other parties with or without notice) and further not refunded to Ecotourism Melanesia by the service provider, Ecotourism Melanesia will not provide you any refund for this component of the tour but you may be able to claim from your travel insurer any loss or additional expenses you incur due to such misfortune.
9. Clients travel at their own risk and you agree to indemnify Ecotourism Melanesia Ltd from any claims for compensation arising from any accident, injury or other misfortune occurring during this tour. You are hereby informed that medical and evacuation services may not be available in all areas of the Kokoda Track and emergency radio coverage and satellite phone coverage may not be continuous.

#### TOUR INCLUSIONS

Unless thwarted by bad weather, logistical failure, local politics or illness/unavailability of key service providers, Ecotourism Melanesia Ltd warrants to provide the following inclusions during the course of the tour regardless of the direction you walk:

- meet and greet on arrival
- visit to Bomana War Cemetery
- storage of extra luggage and travel documents
- scheduled or charter flight to or from Popondetta
- guided tour of Buna or Gona village

#### ECOTOURISM MELANESIA LTD

IEPNG Haus (Section 56 Lot 10) Spring Garden Road • Gordons, Port Moresby • Papua New Guinea

Postal address: PO Box 531 Gordons NCD • Phone/Fax (675) 323 4518 or 325 3043

E-mail [ecomel@online.net.pg](mailto:ecomel@online.net.pg) • Website [www.em.com.pg](http://www.em.com.pg)

IPA REGISTRATION #1-48921

- one night accommodation and meals at village guest house at Buna, Gona or Sanananda village
- one night hotel accommodation in Port Moresby (minimum 3 star standard), on twin share basis, no meals included
- road transport from Buna/Gona/Popondetta to Kokoda or vice versa
- road transport from Port Moresby to Owers Corner or vice versa
- arrival or departure lunch at Kokoda
- arrival or departure lunch at Owers Corner
- 7 nights trekking along the Kokoda Track with overnights in village guest houses / trekkers huts if available (or camping under tarpaulins/tents if huts not available)
- basic group camping equipment including lamps, tropical first aid kit, ropes, tarpaulins and ground sheets, axe and machete, cooking utensils, camp crockery and cutlery
- 7 nights trek food including billy tea breakfast, packed dry lunches, cooked dinner (local and/or camp food)
- one trek guide and sufficient porters to carry all food and equipment
- portage for of up to 7kg of your personal gear. [You should plan to carry a day pack with up to 5kg of your personal gear and you can give another 7kg of your gear to one of our porters to carry in our company backpack together with the group supplies. If you would like your own dedicated personal porter to carry up to 16kg of your personal gear the additional cost is A\$400.]
- trekking fees charged by local authorities and landowners
- coordination of emergency situations and evacuations as required
- souvenir Kokoda Track polo shirt and walker's certificate
- laminated Kokoda Track map
- all local taxes

## TOUR EXCLUSIONS

The following items are NOT warranted to be provided:

- food and drink other than the meals stated in the itinerary and other written information provided
- bottled water, water purification tablets and other food-related items not specified in the itinerary and other written information provided (see tour itinerary note on drinking water)
- any equipment not specified in the itinerary and other written information provided, such as personal water bottles
- souvenirs, gifts and tips
- items of a personal nature
- bar drinks and snacks
- telephone calls
- cancellation fees
- camp bedding (see tour itinerary note on sleeping gear)
- items of clothing or footwear for the trek
- bags or packs

Ecotourism Melanesia attempts where possible to provide the following items, but no guarantees will be made that such items will be provided or will be serviceable when provided:

- tropical first aid kit carried by the guide
- emergency communication equipment (handheld VHF radio on the Kokoda Track frequency and /or mobile satellite phone)

## GUIDE AND PORTERS

10. The trek guide and general porters (carriers) are engaged by Ecotourism Melanesia as independent contractors.
11. The trek guide will be a Papua New Guinean experienced in guiding trekking parties across the Kokoda Track. He will speak and understand English well. He will have a basic knowledge of the cultural and wartime history of the Kokoda Track. He will have basic first aid training. He will have been briefed on Ecotourism Melanesia's trekking regulations and emergency procedures. The role of the guide will be to lead the trekking party, organise and supervise the porters, maintain safety and discipline standards within the trekking party, ensure that camping or village guest house accommodation and food is provided as planned, make payments to the village guest house operators and landowners en route, and report and assist with any response to emergency circumstances that may arise.
12. Ecotourism Melanesia will coordinate and monitor your trek by maintaining daily two-way radio contact with your guide where radio contact is possible. Where conditions indicate a variation in the trekking schedule or the way in which the trek is conducted, normally this decision will be made by Ecotourism Melanesia's trek coordinator in Port Moresby based on advice from the guide via two-way radio or other means of communication.
13. However where communication between Ecotourism Melanesia and your trek guide is not available, the guide has the authority to vary the schedule or conduct of the trek in such manner as he deems to be in the best interests of the trekking party, including changes to itinerary, accommodation and meal arrangements.
14. As a member of the trekking party you agree to accept the authority of the trek guide in respect of trekking matters and you agree to follow reasonable directions given by the trek guide in the interests of the well being of all members of the trek party including yourself.
15. The porters (carriers) may not be literate and may not speak good English. They are young local men (and some women) whose primary role is to carry food and equipment packs for the trek. Other duties of the porters include making and breaking campsites,

## ECOTOURISM MELANESIA LTD

IEPNG Haus (Section 56 Lot 10) Spring Garden Road • Gordons, Port Moresby • Papua New Guinea

Postal address: PO Box 531 Gordons NCD • Phone/Fax (675) 323 4518 or 325 3043

E-mail [ecomel@online.net.pg](mailto:ecomel@online.net.pg) • Website [www.em.com.pg](http://www.em.com.pg)

IPA REGISTRATION #1-48921

physically assisting trekkers to negotiate difficult parts of the Track, building bridges over flooded creeks, and other logistical support duties.

#### VARIATIONS/DIVERSIONS

16. The tour party or individual trekkers may not vary the trek/tour itinerary once commenced without permission from Ecotourism Melanesia management in the first instance or the trek guide in the case where contact with our base cannot be established.
17. Ecotourism Melanesia, including the trek guide acting on Ecotourism Melanesia's behalf, reserves the right to vary or divert the trek in response to local conditions such as the weather, local activities, availability of food, water or shelter.
18. Ecotourism Melanesia reserves the right to cancel or change any component of the approved and accepted itinerary without notice wherever we believe such change to be in the best interests of the trekking group and/or where we believe such course of action shall improve the probability of the trek-tour concluding successfully for the enjoyment and/or convenience of the trekking party. In such circumstance where Ecotourism Melanesia acts in the purported best interests of the trekking party any trekker shall have no claim against Ecotourism Melanesia by reason of any cancellation, change or rescheduling of the trekking tour for accommodation and meal costs, travelling expenses or other loss or inconvenience.
19. If the tour is interrupted, or unduly delayed or prevented from proceeding as advertised by "Acts of God", "dangers of the trail, mountains, rivers and valleys", "Acts of Government, or ruling authority", "epidemics, natural disasters, fires, landslides, earthquakes, floods or other extreme weather conditions, war, hostilities, riots and strikes" which may compromise the safety and security of trekkers, porters or other person, or "any other causes of circumstances beyond Ecotourism Melanesia's control and responsibility" which contraindicate the viability of the tour, including the closure of the Kokoda Track by disgruntled landowners or other parties, Ecotourism Melanesia shall have the right to terminate the purchased trek tour at any time without notice. In that event, Ecotourism Melanesia may (at its absolute discretion, of which it shall be the sole judge) refund a proportionate part of the tour fee.
20. Where the conduct, route or progress of the trek is affected by or due to be affected by circumstances that in the judgment of Ecotourism Melanesia or the trek guide are caused by or due to the conduct or omission of an individual trekker, or the ill-preparedness of an individual trekker for the normal requirements of the walk, Ecotourism Melanesia reserves the right to deny the participation of said trekker in the walk, without recompense. This may include circumstances where an individual trekker has not brought proper hiking footwear, clothing or bedding suitable for the trek, where the trekker has arrived late for the commencement of the trek, where the trekker appears physically or mentally incapable of undertaking the trek, or other reason whereby the trekker is unable or unprepared to commence or continue the trek with the rest of the group at the appointed time.
21. In circumstances where a trekker voluntarily elects to abandon or otherwise not participate or not continue to participate in the trek after commencement of the tour, or in the 7 day period prior to the tour, no portion of the tour fee will be refundable.

#### TREKKER'S HEALTH WARRANTY AND INDEMNITY

22. Each member of the tour/trekking party warrants he or she is physically fit and capable of undertaking the advertised trek. Ecotourism Melanesia requires you to provide a doctor's certificate to attest to your physical fitness for this trek.
23. Ecotourism Melanesia reserves at all times the right to withdraw without recompense any trekker due to inadequate physical fitness, illness, substance abuse or violation of traditional taboos and customary practices along the trekking route.
24. If in the opinion of Ecotourism Melanesia or the trek guide, you the trekker are in need of medical assistance at any stage and are unable to request it, or due to stress or mental confusion you refuse to request or acknowledge the need for such assistance, you hereby consent to Ecotourism Melanesia, or the trek guide, making such medical arrangements as seem necessary to Ecotourism Melanesia or the trek guide at the time, and permitting such medical procedures as a registered medical practitioner deems necessary, at the risk and cost of yourself and /or your insurer. Where your insurer declines to meet the cost of medical treatment and / or medical evacuation summoned by Ecotourism Melanesia or the trek guide during the trek to serve your apparent medical needs, you warrant that you will meet the cost of such medical treatment and / or medical evacuation. *If you expressly wish to refuse medical assistance of any kind, or of a particular kind such as blood transfusions, you must amend the text of this clause accordingly, and add any specific instructions as addenda at the bottom of this contract, before affixing your signature.*
25. You the trekker must report at the bottom of this document any pre-existing illness, disability, pregnancy or any other conditions for which you may require medical attention during the course of the trek to Ecotourism Melanesia or its agents before the tour commences. Failure to report any such condition will completely absolve Ecotourism Melanesia, its servants and agents, from all or any liability in respect of any accident, injury or misfortune arising due to complications from such unreported condition.
26. Ecotourism Melanesia reserves the right to refuse carriage or services to any passenger who has failed to give proper notice of physical disability, illness or handicap requiring special care, attention or treatment or who in Ecotourism Melanesia's opinion is physically or mentally unfit for the trek. Where such event occurs before departure from Port Moresby the tour fees will be refunded at the sole discretion of Ecotourism Melanesia, less 15% of total fee paid plus any expense associated with the cancellation of the trekker's participation in the trek.
27. Subject to the foregoing, any medicines, surgical attention or medical treatment furnished by a qualified doctor or medical service personnel (all of whom are engaged as independent contractors) authorised or arranged by Ecotourism Melanesia and its agents, shall be and are accepted at the trekker's sole risk, and Ecotourism Melanesia shall not be responsible for the quality, nature or consequences thereof.
28. You the trekker hereby indemnify Ecotourism Melanesia in respect of any and all penalties, fines, charges, losses and expenses upon and incurred by Ecotourism Melanesia because of your own actions or omissions, or the actions or omissions of any other person in the tour party or otherwise in the care of Ecotourism Melanesia.

### ECOTOURISM MELANESIA LTD

IEPNG Haus (Section 56 Lot 10) Spring Garden Road • Gordons, Port Moresby • Papua New Guinea

Postal address: PO Box 531 Gordons NCD • Phone/Fax (675) 323 4518 or 325 3043

E-mail [ecomel@online.net.pg](mailto:ecomel@online.net.pg) • Website [www.em.com.pg](http://www.em.com.pg)

IPA REGISTRATION #1-48921

**PERSONAL PROPERTY**

- 29. Baggage means backpacks, handbags and bundles containing clothing, equipment, documents and personal effects.
- 30. You agree to mark each piece of baggage or document holder with your full name and address. Ecotourism Melanesia shall not be liable for loss, damage or delay resulting from your failure to mark each piece of baggage plainly as directed.
- 31. You agree not to take away as your personal property any natural, historical and cultural items encountered during the trek, the importation and exportation of which may be illegal or incompatible with local customs, police regulations and the laws of PNG and other countries with which PNG has treaties and bilateral relations. Should this rule be violated, you shall be held liable for all resulting fines, losses, damages or delays. In particular you agree not to souvenir any war relics whether deemed harmless or not.
- 32. Ecotourism Melanesia accepts no responsibility for valuable documents or other valuable items lost or stolen from your person or baggage during the course of the tour, whether or not Ecotourism Melanesia has expressly warranted to care for such items. Baggage and documents left in the care of Ecotourism Melanesia employees in Port Moresby or other location while you are on-tour will be stored securely and cared for diligently under lock and key or password-protected office safe as appropriate, but you accept that should such items be lost or stolen while in the care of Ecotourism Melanesia you will indemnify Ecotourism Melanesia from any claim for compensation for such loss. "All care taken but no responsibility". You agree to ensure that your travel insurance will compensate you for such loss if it should occur.

**INTERPRETATION**

- 33. Where any aspect of this contract requires interpretation or where any dispute shall be entered into between Ecotourism Melanesia Ltd and the undersigned client, or any agent acting on behalf of the undersigned client, such interpretation or resolution of such dispute whether by mediation or through the courts shall take place in, and in accordance with the laws of, the Independent State of Papua New Guinea.

**By affixing my signature here I signify my acceptance of the foregoing terms and conditions of undertaking a Kokoda Track trek with Ecotourism Melanesia Ltd.**

NAME AND SIGNATURE OF TREK CLIENT: \_\_\_\_\_

TREK NUMBER AND DATE OF ARRIVAL IN PORT MORESBY: \_\_\_\_\_

MEDICAL DECLARATIONS AND/OR OTHER NOTES/ADDENDA: \_\_\_\_\_

Date: \_\_\_\_\_

**ECOTOURISM MELANESIA LTD**

IEPNG Haus (Section 56 Lot 10) Spring Garden Road • Gordons, Port Moresby • Papua New Guinea

Postal address: PO Box 531 Gordons NCD • Phone/Fax (675) 323 4518 or 325 3043

E-mail [ecomel@online.net.pg](mailto:ecomel@online.net.pg) • Website [www.em.com.pg](http://www.em.com.pg)

IPA REGISTRATION #1-48921