

## **Terms and Conditions – T.T.S.Tours**

**Updated 01/01/2024**

**These Booking Conditions set out the terms on which you contract with us for the delivery of travel arrangements for your trip. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.**

“You” and “Your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us”, “our” and “T.T.S.Tours ” means Tablelands Travel Services Pty Ltd].

### **Other Applicable Terms and Conditions**

These Booking Conditions apply in addition to specific event ticketing, hospitality, supplier, service provider and venue entry terms and conditions. These will either be made available at the time of booking, on request, before entry to a venue or before use of service. T.T.S.Tours will not provide any refunds, exchanges or credits if a traveller breaches the terms and conditions of an event, venue or service provider and is ejected, refused entry or has a ticket cancelled.

### **Making a Booking**

A booking request is accepted when we issue a written booking confirmation and you have paid your deposit(s) as stated on the received invoice. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours other than a director has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

### **Bookings sold on a share/hostel basis**

A number of our tours offer accommodation on a shared room/tent/glamping tent basis, bookings are accepted on a share room/tent/glamping tent basis on the proviso that the person requesting the share reservation agrees that while every effort will be made to match suitability of the passengers including but not limited to age, we accept no responsibility for any incompatibility between persons sharing rooms nor is there a guarantee that a share room can be provided.

### **Single rooms**

If, by choice or circumstance, a single room is required, then a single room surcharge will apply. While all endeavours will be made to provide you with a single room, if for whatever reason your single room is not available, then you will be provided with a refund for the applicable dates.

### **Prices and Exclusions**

Unless otherwise stated, prices stated are in Australian Dollars (\$AUD) and are current at the time of publication. The most up to date pricing is available on our website. The price includes those services as per the published itinerary.

International and domestic airfares and airport/hotel transfers are not included unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included.

If a price reduces or is discounted after you have confirmed your booking, this reduced rate will not be applied to your booking. Please note that if you cancel a booking to obtain a discounted rate, cancellation charges will apply in accordance with these Booking Conditions.

### **Price Surcharges**

We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation, fuel or air fare surcharges, airline schedule changes, minimum passengers requirements or the imposition of new or amended Government charges.

We will not surcharge for currency fluctuations once full payment has been received by us.

All tours are based on a minimum number of participants, however if this number is not reached we reserve the right to cancel or re-cost the tour as appropriate. If we re-cost and you decide not to proceed, or if we cancel the tour, your deposit is refundable in full, less any unrecoverable third-party costs.

In all other circumstances, your deposit is non-refundable.

### **Deposit**

A non-refundable deposit(s) per person is required within 7 days (unless otherwise stated) of us accepting your booking. Please note that we may not hold any services for you until we receive

payment of your deposit, meaning that services may become unavailable, or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable.

### **Late bookings**

Higher deposit payments are required for late bookings - please refer to your consultant at the time of booking. A guarantee of full payment is required at the time of booking for all bookings received within 90 days of departure.

### **Final Payment**

Payment in full must be received by the date(s) reflected on your invoice or 90 days prior to your departure, whichever date comes first. Note: some trips may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

Unless otherwise stated, payments are required as follows:

### **Land Component**

Land Component within Australia & New Zealand: (excludes flights)

- Days from Event: 90+ | 25% due within 7 days of booking | Full Payment due 90 days prior to Event date.
- Days from Event: 30 – 90 | Full Payment due within 7 days of booking.
- Days from Event: Within 30 | Full Payment due immediately to confirm booking.

Land Component International (excluding New Zealand): (excludes flights)

- Days from Event: 180+ | 25% due within 7 days of booking | 25% due 180 days prior to Event date | Full Payment due 90 days prior to Event date.
- Days from Event: 90+ -180 | 50% due within 7 days of booking | Full Payment due 90 days prior to Event date.
- Days from Event: 30 – 90 | Full Payment due within 7 days of booking.
- Days from Event: Within 30 | Full Payment due immediately to confirm booking.

Land component payment requirements may vary from time to time dependent on individual supplier payment terms and conditions.

### **Flight Component**

Flight Component:

- Domestic | full payment due immediately to confirm booking.
- International | full payment due date dependent on individual airline's terms and conditions.

### **Cancellations By You**

You may cancel your booking by giving written notice to us (email preferred). Cancellation fees and charges will be levied as follows irrespective of when notice of cancellation is received:

- any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements that we cannot reasonably recover (for example payments made or due to airlines and ground operators);
- any increase in the costs to operate the tour which we incur resulting from your cancellation;
- a fee not greater than 15% of the booking value to compensate us for work performed up until the time of cancellation; and
- a fee not greater than 5% of the booking value to compensate us for processing the cancellation and any associated refund.

Please note that the earlier you cancel your booking the lower the cancellation charges are likely to be. You agree that these cancellation fees and charges are reasonable and required to protect our legitimate business interests.

If you have paid any amount to us at the time of cancellation, we may use it to pay the above fees and charges. If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time. If there is a deficiency, then you must pay us the difference.

Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once we have actually recovered the amounts from the third parties. We will use reasonable endeavors to recover third party payments, but we make no guarantee that we will be able to recover amounts from third parties.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

### **Physical Fitness**

Guests must ensure they are medically and physically able to travel.

Isle of Man TT & Classic TT - The tours, as well as including camping and glamping option also include walking over uneven pavement, ground and steps. Some racetrack viewing options involve walking on undefined paths. The tours use public transport:

- on the Isle of Man including the Mountain Railway, please note that access to the Mountain Railway trams is via steep and narrow steps.
- in London including the London Underground this can involve considerable use of stairs.

Thai MotoGP – The tour includes seating in outdoor grandstand in hot and humid conditions. Use of the grandstands involves the use of steps in crowded conditions. The tour includes walking over uneven pavement, ground and steps.

Burt Munro Challenge- Race and Rally Events include walking over uneven pavement, ground and steps.

**T.T.S.Tours Travellers are required to at least:**

1. Be able to walk for a minimum of 1-2 hours on uneven surfaces without the use of any walking aid, on any given day
2. Walk up multiple flights of stairs and short, steep hills
3. Stand for a minimum of 20 minutes without needing to sit down, often in hot/humid climates
4. Carry their own luggage
5. Get on and off various modes of transport without assistance

T.T.S.Tours generally does not accept bookings for single travellers 80 years of age and over without a travelling companion. Neither our Tour Director nor your fellow travellers are equipped to act as a carer.

Passengers must inform us and the service provider of any medical conditions which may affect your ability to participate in the tour.

At our discretion we, including the service provider, can exclude you from a tour or in any activity if we consider that you are unable to safely participate in that tour or activity or if we consider your participation may place the safety of other guests at risk.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance from our personnel which we cannot reasonably provide. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

We will not be liable for any damage, injury, death or loss of any kind arising from your failure to fully disclose relevant medical information or resulting from any pre-existing medical condition.

**Illness or Vaccination Preventing Tour Commencement or Continuation**

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test or PCR or rapid antigen test in relation to Covid-19) or country specific vaccination requirements:

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you;
- or we or our suppliers (acting reasonably) exclude you from the trip

and you are consequently prevented from commencing or continuing your trip, then:

- if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
- if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

You acknowledge that if you are prevented from commencing or continuing your trip in these circumstances:

- We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking; and
- We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of you being prevented from commencing or continuing your trip in these circumstances.

**COVID-19 (Coronavirus)**

You are choosing to travel at a time where you may be exposed to the Coronavirus. It is your responsibility to ensure you have read and understand all relevant travel information including health. We endeavour to provide the most accurate and up to date travel information at time of booking on travel restrictions and transit points for countries and areas you may be travelling to and via, however, this information is subject to government change and is the travellers' responsibility to continue to monitor any changes that are relevant to their itinerary before and during travel.

Should future travel mandates from suppliers and governments require compulsory vaccinations, vary the minimum age, special exemption criteria and/or PCA testing it is the traveller's responsibility to meet this requirement. Please note you may be required to provide a negative COVID test result for travel and some countries may require further testing on arrival.

You acknowledge that your decision to travel is made based on your own understanding of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time.

To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

### **Cancellations By Us**

#### **Force Majeure - Prior to travel**

If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock out, epidemic, pandemic, failure or delays of scheduled transportation facilities, or other Acts of God, or any law, order, decree, rule or regulation of any government authority, or for any other reason whether of a similar or dissimilar nature beyond our reasonable control (Force Majeure), we may at our election:

- postpone your travel arrangements to a future date, in which case we will issue you with a credit note equal to amounts paid at the time of postponement; or
- cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements and our contract terminates, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.

#### **Force Majeure - During travel**

If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third party costs only.

#### **General**

If we provide you with any alternative services or assistance where travel arrangements are cancelled because of Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

If we have to cancel your trip for reasons beyond Force Majeure, you will be offered (at your election) a full refund of all funds paid over to us, or the offer of a trip of substantially equal quality if appropriate.

We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of postponement or cancellation of your travel arrangements by us whether due to Force Majeure or otherwise.

#### **Amendments By You**

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation of the original booking. An amendment fee of \$250.00 per booking will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.

#### **Amendments By Us**

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to make these modifications, including during travel where modifications are required to respond to unexpected local conditions.

If we become aware of a change to your itinerary or its inclusions prior to the commencement of your trip that we consider to be significant (where the trip can still proceed), then we will notify you within a reasonable time and give you the choice to accept the change, or to accept an alternative trip.

To the fullest extent permitted by law, we will not be responsible or liable for any omissions or modifications to the itinerary or the inclusions due to Force Majeure events happening after we have accepted your booking.

If you are entitled to any compensation at law for any changes or modifications, then you agree that any compensation you are entitled to will be reduced by the value of any alternative services we provide to you which you accept.

We disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of any amendment or change to the tour itinerary or its inclusions.

#### **Event amendments & cancellations**

We will not be responsible or liable whatsoever for the non-appearance of any individual player or participant following you making a booking. The details of the Event shown in any material supplied by T.T.S.Tours are correct at the time of publication, but it is your responsibility to check that no alterations have been made to the Event prior to making a booking. T.T.S.Tours will not be liable for any omission by any person not employed directly by T.T.S.Tours. You acknowledge that T.T.S.Tours has no control over the Event and does not have any and cannot accept any liability for the actions or omissions of the organisers or operators of the Event or their servants, agents, or employees.

You acknowledge that the curtailment, postponement or cancellation of an Event will not be considered the cancellation of travel arrangements by T.T.S.Tours. To the full extent permitted by law, we will not be liable for any direct or consequential loss, damage or expense caused by the curtailment, postponement, or cancellation of an Event. We give no warranties that the Event will take place at the time or place stipulated, or at all. We will not be liable to provide any refund if the Event is curtailed, postponed, or cancelled.

#### **Unused Services**

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure, including failure of transport to operate according to schedule, which we expressly disclaim liability for.

#### **Client Names - Exactly as per Passport**

For security reasons, airlines and our overseas suppliers, require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will incur any fees charged, such as airline cancellation charges or re-issue fees, in addition to our own reasonable administration fees.

#### **Travel Insurance**

It is a condition of your booking (International Travel) and strongly encouraged (Domestic Travel) that you are adequately insured for the duration of your trip. We recommend a comprehensive travel insurance to cover cancellation, health requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest that insurance be purchased at the time your deposit is paid, as cancellation terms will be strictly enforced from that time.

#### **Accommodation**

we reserve the right to substitute hotels, hostels, campgrounds and other forms of accommodation with properties of a comparable or higher standard.

Whilst every effort is made to ensure your requested room/tent type is available, we cannot guarantee the actual bedding configuration of the room. Requests are forwarded to accommodation providers and are subject to availability on the day of check in. All additional requests are also subject to availability and cannot be guaranteed by T.T.S.Tours.

Please note that for some accommodation bookings we wait until seven (7) days prior to check in to submit guest names. In such a case your accommodation is reserved but your name will not yet be on file with the accommodation provider.

You are responsible for your conduct at the accommodation. If you cause damage to the accommodation (including your room and any common facilities), you will be required to pay for any damage prior to check-out or prior to the end of the visit (as applicable). If you fail to pay for damage prior to check-out or the end of the visit (as applicable) you must immediately pay the affected accommodation provider directly for such damage. You indemnify T.T.S.Tours for any costs, expenses, or charges that T.T.S.Tours incurs as a result of you damaging the accommodation.

#### **Flights**

A number of domestic and international airlines may be used in conjunction with a Travel Package and Group/Escorted Tour. All Airfares are subject to availability and will be subject to the terms and conditions of the airfare purchased.

It is your responsibility to contact the airline prior to departure as airlines have the right to reschedule or cancel flights. For significant delays, it is your responsibility to notify the third parties including but

not limited to the transfer company, accommodation, tour company and Event organisers as no-shows or significant delays can result in involuntary cancellation. It is prudent to arrive to any significant Event a day ahead, especially if travelling internationally.

Many airlines charge extra for baggage handling and seat selection. We will endeavour to communicate these fees to you at the time of booking. In case we omit any of this information please feel free to ask us. Baggage is only included within published airfares where allowances are included. We will not include baggage fees where they are shown as extra.

The same applies for seat selection options, these are your personal responsibility. T.T.S.Tours will make reasonable endeavours to ensure your seating preference, however it is at the sole discretion of the airline. We recommend confirming your seating request directly with the airline online, by calling the airline directly and/or at the time of check-in. Any access codes required will be provided.

Baggage allowance on flights differ from airline to airline, excess luggage can be expensive and is payable by you directly to the airline.

### **Ticket Conditions**

Tickets to Events are subject to the following conditions in addition to any conditions specified by the Event organiser:

- Tickets cannot be exchanged after purchase.
- Tickets are non-transferable.
- Tickets will not be refunded under any circumstances, including but not limited to, the non-appearance of any particular person, group or personality expected by the Ticket holder, whether expected to enter an Event or not and whether advertised or not, denial of access to an Event by the Event organiser, any adverse weather conditions or any circumstances beyond the reasonable control of the Event organiser.
- Any Ticket that has been lost, stolen, or misplaced before or during an Event that can be replaced, will incur a fee of \$100 per person, per Ticket in addition to any fees imposed by service providers.
- T.T.S.Tours is not obliged to replace a Ticket under any circumstance, including but not limited to loss or theft. The Event organiser reserves its rights, however, to replace a Ticket which has been lost or stolen and charge a fee for that replacement, in its sole and absolute discretion.
- Where Event Tickets are supplied to the customer, T.T.S.Tours bears no responsibility for the location of seating within the Event venue.
- Any Ticket purchased and the Ticket holder's entry to and presence at the Event is subject to these Booking Conditions and subject to any terms, conditions and limitations of liability imposed by the owners or operators of the Event and/or venue for which Tickets are sold.
- Tickets may not be advertised for resale on the Internet or in any other medium, resold, exchanged for a fee or reward or other valuable consideration or otherwise commercially dealt with. If a Ticket has been dealt with in contravention of this condition, the bearer of the Ticket may be denied admission.
- For many Events, Tickets are sourced under license from the Event organiser and rights holder and may include administration, royalties or distribution fees over and above face value of the Ticket. This is to enable you early access to the Event and to guarantee those Tickets under license. In some cases, Tickets may be sourced from another supplier. In many cases due to postponements of Events or cancellations of Events the Tickets and fees may only be carried across to and valid only for the next scheduled Event. This will be assessed and communicated to you on a case by case basis.
- Any authorised impression or map of the Event is provided as a guide only to the approximate locations of seating, viewing areas and other conveniences and attractions around the Event may not be drawn to scale. T.T.S.Tours reserves the right to determine actual and final location of and details concerning seating, viewing areas and other conveniences and attractions without notice. Natural or other obstructions may impede viewing in some areas and the Ticket holder acknowledges and accepts that no reliance is placed on such impression or map of the Event when purchasing Tickets.
- T.T.S.Tours will use reasonable endeavours to fulfil any specific requests to locate customers together however in the event they cannot be sat together, T.T.S.Tours will not be liable for any failure to meet a specific request from its customers or travel agents.

### **Prohibited Activities**

Travel Packages and Group/Escorted Tours including Tickets obtained from T.T.S.Tours may not be used for advertising or promotional purposes, as competition prizes or trade incentives, nor may they be used in raffles, lotteries or draws whether for commercial or charitable purposes without the prior

written authority of T.T.S.Tours and the Event Organiser which may withhold such authority at its sole discretion.

### **Authority on Tour**

When joining a group tour, you undertake to conduct yourself in a manner conducive to good group dynamics. If you act in a manner that threatens or disrupts the safety or enjoyment of others on the tour, the tour leader may, acting reasonably, require that you leave the tour. You will not be entitled to any refund for unused services and you will be responsible for any additional costs you incur.

### **Minimum Numbers**

Some trips are based on a minimum number of passengers travelling. We will advise you prior to confirming your booking if this is the case. If a trip fails to satisfy minimum numbers, the trip may be cancelled. If the trip is cancelled, we will at your election refund you all payments made or credit payments towards alternative arrangements. We will not be responsible for any other travel arrangements affected by, or any additional costs incurred, as a result of cancellation.

### **Passports, Visas & Vaccinations**

It is a requirement that you hold a valid passport and any required visas for your trip. It is your sole responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to carry these documents with you. T.T.S.Tours is not liable for denial for entry or exit, or costs incurred for not having correct and complete documentation.

### **VACCINATIONS**

In some countries, it may be mandatory for you to be fully and validly vaccinated against COVID-19 with a vaccine approved by the Therapeutic Goods Administration.

If you fail to provide evidence of vaccination by the time required, then you acknowledge and agree that this will be deemed a cancellation by yourself. Please refer to the "Cancellation by You" section above.

It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

### **Documentation**

Within Australia, all Tickets and Documentation are sent via courier to your nominated street address approximately one (1) to two (2) weeks prior to the Event. Courier fees for bookings within Australia are included in all Travel Package and Group/Escorted Tour inclusions. Please note in most circumstances no signature is required and the courier will leave your documents in a safe place should you not be home. You will receive an email or phone call prior to delivery to advise you of the estimated delivery date.

For customers residing outside of Australia, documents will be made available upon arrival at your Accommodation or at a designated pick up point. Alternatively, an international courier fee is payable at your cost and can be quoted for documents to be forwarded to your nominated street address. Documentation may be sent as an e-ticket to your nominated email address. Please ensure that you have access to your e-mail whilst travelling.

It is your responsibility to check all travel documents and obtain all Documentation for your trip. The name/s supplied to T.T.S.Tours must be exactly what appears on the passports (including any middle name), passengers can be refused boarding at time of departure if names differ.

Documentation including Tickets will not under any circumstances be issued prior to receipt and bank clearance of final payment.

### **Travel Agents**

If you are a registered Travel Agent and making a booking on behalf of a traveller or group of travellers, we require all traveller's details including names, emails and phone numbers. We reserve the right to charge name change fees and pass on name change fees from suppliers and service providers if names are provided incorrectly or changed. We require all travellers contact details to ensure important information about the booking and services provided to the traveller. If traveller's details are not provided, the Travel Agent (you) accept full responsibility for the transfer of information and we cannot be held liable for any miscommunication that may occur and subsequent incidentals or expenses incurred. If there is a miscommunication, there are no refunds, exchanges or credits. This is important if there are last minute schedule changes, updates or emergencies. With international events, important information can be passing hands 24/7 and overnight, unless you have a 24-hour reliable contact number, providing traveller details will ensure your customers experience is enjoyable and problem free. These contacts will not be provided to any third parties and will not be used by us for ongoing marketing activities.

### **Independent Services**

We are not responsible for any additional activities or excursions that you arrange which are not included in the booked itinerary or principally sold by us. Any advice or recommendation made by a guide or local representative does not make us responsible or liable in any way.

### **Dietary Requirements**

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by

suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

### **Acceptance of Risk**

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers.

You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

Warning: Motorsport can be dangerous. Despite the organisers taking all reasonable precautions, unavoidable accidents can happen, in respect of these you are present at your own risk.

### **Responsibility**

#### **Services supplied by independent suppliers**

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, transport companies and common carriers.

We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

#### **Services we directly supply**

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

#### **General Liability Limitations**

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia.

Australian Consumer Law and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

#### **Image Release**

When on tour, we may take photographs or make recordings of you and your activities that identify you. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us as least 21 days prior to the commencement of your tour.

#### **Complaints**

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems immediately.

We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, then you must make any claim in writing, within 30 days from the end of your travel arrangements.

#### **Deemed Acceptance**



If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

**General**

The contract between T.T.S.Tours and you is governed by the laws of the State of New South Wales. Any disputes shall be dealt with by a court with the appropriate jurisdiction in New South Wales.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here

[www.ttstours.com.au](http://www.ttstours.com.au)

**Travel safety**

For the latest government advice on travel safety and security please visit and register your holiday on [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au)