

STANDARD BOOKING TERMS & CONDITIONS

“You” and “Your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us” and “our” means D&D Lever Investments Pty Ltd for (ABN 270 7048 2852) trading as Bega Valley Travel/Bega Valley Coaches Travel Club.

MAKING A BOOKING

A booking request is accepted when our Reservation Staff issue a verbal or written booking confirmation, and you have paid your deposit. 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.

PRICES & EXCLUSIONS

Prices stated are in Australian Dollars (\$AUD), include GST and are current at the time of publication. The price includes transportation, accommodation and inclusions as per the published itinerary.

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

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 fuel or air fare surcharges, or the imposition of new or amended Government charges.

DEPOSIT

A deposit is required within 7 days (unless otherwise stated) of us accepting your booking. The amount of the deposit varies from tour to tour. We will notify you of the deposit amount on your booking confirmation. 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.

FINAL PAYMENT

Payment in full must be received no less than 60 days before commencement of your trip. Note: some trips may require payment earlier or in additional instalments and this will be advised with the booking confirmation or specified on the back page of the tour brochure.

CANCELLATIONS BY YOU

You may cancel your booking by giving written notice to us or calling our reservation team. 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 hotels, tour wholesalers, airlines, cruise operators, ticketing agents);

where we operate any of the services included in your travel arrangements (for example, coach travel), a reasonable amount attributable to such services which we determine we cannot resell;

a fee which is the greater of the deposit and 20% of the booking value to compensate us for work performed up until the time of cancellation;

a fee not greater than 5% of the booking value to compensate us for processing the cancellation and any associated refund.

Cancellation fees and charges will not exceed payments received by us at the time of cancellation. 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.

You agree that these cancellation fees and charges are reasonable and required to protect our legitimate business interests.

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 endeavours to recover third party payments, but we make no guarantee that we will be able to make recoveries.

ILLNESS PREVENTING TOUR COMMENCEMENT OR CONTINUATION

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test):

- 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.

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.

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 must cancel your trip for reasons beyond force majeure for example minimum passenger numbers not met, you will be offered a full refund of monies paid over to us or the option to transfer funds to another tour.

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 \$50 can 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. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you.

You acknowledge our right to substitute vehicles of a lesser standard in the event of mechanical breakdown or for other unforeseen reasons.

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. In addition, you acknowledge that if an event of Force Majeure disrupts your trip (for example if a flood means that we are unable to leave a particular area), then you will be responsible for the costs incurred for additional accommodation and any other expenses incurred as a result of the disruption.

CLIENT NAMES – EXACTLY AS PER PASSPORT / DRIVER'S LICENCE

For security reasons, airlines and other suppliers, require names to be given exactly as stated in your passport or driver's licence. 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.

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.

TRAVEL INSURANCE

It is strongly encouraged 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, vessels and other forms of accommodation with properties or vessels of a comparable standard. Facilities in some remote areas may be less elaborate.

HEALTH REQUIREMENTS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice. If you suffer from a medical condition which may impact your ability to participate during travel, then you must advise us at the time you make your booking request.

We welcome travellers with special needs. However, if you require special assistance (such as pushing a wheelchair or assistance with walking), you must travel with a companion capable of providing the required assistance or care. Please note that we do not provide any special assistance.

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.

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.

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 activities such as swimming or visiting national or private parks. By placing a booking, you accept these risks.

GENERAL TOUR PROVISIONS

Single Travellers

If you are a single traveller, please note that a single supplement will apply, which will be notified to you. To avoid a single supplement, you may arrange to travel with a companion on a shared basis. Please note we do not offer a matching service.

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 and you will be responsible for any additional costs you incur in this event.

Hygiene

While we may provide hand-sanitiser when you embark on coaches operated by us, you acknowledge that you are responsible for supplying your own hand-sanitiser, and any face-masks mandated to be worn by authorities.

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.

Luggage

Due to strict government vehicle weight restrictions, you are permitted to a maximum of one (1) suitcase which normally must not exceed 23kgs. Specific luggage weight restrictions can vary subject to the tour – for instance a 15kg limitation is limited to travel with some airlines. We will notify you of luggage restrictions when we issue you with final documentation.

Seat Rotation

Seat rotation will take place on tour. Passengers suffering from motion or travel sickness are advised to take necessary precautions

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, independent transport companies (i.e., vehicles not operated by Bega Valley Coaches) 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 limitation

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We disclaim any liability for any additional expenses you incur or any missed connections/services attributable to delays. 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) and at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

COMPLAINTS

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative aware of such problems immediately. We will only consider and be responsible for claims made against us where we 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 D & D Lever Investments (ABN 270 7048 2852) trading as Bega Valley Travel/Bega Valley Coaches Travel Club 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.

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