

DAY TOUR BOOKING TERMS & CONDITIONS

These Booking Conditions set out the terms on which you contract with us for your day tour. 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. "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 Rufus Bus & Coach Pty Ltd.

BOOKINGS & PAYMENT

Bookings can be made by telephoning our office on (08) 85 362 663.. Payment is due with-in (7) seven days of you making your booking or immediately for bookings made less than 7 days prior to the day trip. A contract between us and you only comes into effect once you have made payment. If you fail to make payment within the above timeframes, your seat is subject to release and resale by us. On receipt of payment a Travel Ticket will be forwarded to you (by e-mail or Australia Post) within 7 days. This provides proof of payment. If you do not receive your receipt, please contact us.

CANCELLATIONS

You may cancel your booking or substitute the name of a person travelling by giving written notice to us. You must give us notice of any substitute travellers no later than 3 days prior to departure, you must pay any name change fees charged by suppliers and the substitute must agree to be bound by these Booking Conditions.

Cancellations are subject to the following cancellation fees: For cancellations received more than 14 days prior to the tour, payments will be refunded less (a) an administrative fee of \$50; and (b) less amounts we have paid or committed to pay to third parties to deliver services to you that we cannot recover and For cancellations received 14 days or less prior to the tour, a 100% cancellation fee applies (meaning that no refunds are payable).

If we cancel your tour due to events beyond our control and which we could not have reasonably prevented (**Force Majeure**) we will either:

Reschedule your tour, but only if you are agreeable to rescheduled arrangements; or
Cancel your tour, in which case we will refund payments received from you less any unrecoverable third party expensed incurred our payable by us for your tour arrangements.

If we cancel your tour for reasons other than Force Majeure, we will refund all payments for the tour received by us from you.

ILLNESS

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test) we or our suppliers (acting reasonably) may exclude you from commencing or continuing the trip and no refunds will be payable.

TOUR AMENDMENTS

We may occasionally need to make amendments or modifications to the tour's itinerary and its inclusions and you acknowledge our right to do this. Most changes will not be significant. If we become aware of any significant changes that materially detract from the overall value of the tour (where we determine it can still proceed), then we will notify you within a reasonable time and refund you an amount attributable to any reduction in value determined by us acting reasonably.

GENERAL TOUR PROVISIONS

Pick up times and locations

Pick up times and location are as communicated within the tour specific brochure, on our website or as otherwise communicated by us to you. Traffic congestion may cause pick-ups to be delayed. Please be at your pick-up location at last 10 minutes prior to the scheduled departure time. The bus will not wait and late arrivals are not entitled to any refund.

Health & Mobility

You must have a suitable level of health and fitness to undertake the tour without special assistance from our staff. If you have doubts about your ability to undertake the tour, please contact us to discuss your circumstances prior to making a booking. At a minimum you will be required to board and alight a bus without any special assistance from us (you may travel with a companion (at your cost) who is able to provide you with this assistance).

Seating Allocation

Seating is offered on a rotation basis and subject to your pick up location. See highlighted pick up location on brochure.

Seatbelts

Where a vehicle is equipped with seatbelts, you must always wear your seatbelt when onboard. To the fullest extent permitted by law, our liability to you for any personal injury, death or other damages or claims arising from an accident or incident involving a vehicle you are travelling on will be limited or excluded to the extent your failure to wear a supplied seatbelt contributed to or caused your injury or death.

Medical Dietary Requests

Special medical dietary requests are required to be notified to us at the time of booking. We will endeavour to communicate requirements to suppliers. However, we cannot guarantee requests will be met by suppliers. Suppliers may charge an additional fee to accommodate your request. You will be responsible to pay this charge. 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.

Smoking / Alcohol / Onboard F & B

Smoking and consumption of food and beverages (other than water) is not permitted onboard.

Parking

Parking is available at our Strathalbyn depot at your own risk, which means we will not be liable for any damage or theft of your vehicle or its contents while it is parked at our depot.

SERVICES & RESPONSIBILITY

The services we provide to you are limited to (a) the arrangement and coordination of your day trip; and (b) the delivery of travel arrangements which we directly control, own or operate.

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of services that form part of your tour, 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. 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.

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 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.

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 State jurisdictions in certain circumstances imply mandatory guarantees into consumer contracts ("Consumer Guarantees"). These Booking Conditions do not exclude or limit the application of the Consumer Guarantees other than to the extent they can be excluded or limited, in which case we limit or exclude the Consumer Guarantees to the fullest extent possible. Other than the Consumer Guarantees, we disclaim all warranties and guarantees.

If we supply any recreational services (as defined in section 139A of the *Competition and Consumer Act 2010* (Cth)) to you, then to the maximum extent permitted by law we exclude any liability for death, physical injury or mental injury (or any other liability referred to in section 139A(3)) resulting from our failure to comply with a guarantee that applies under Subdivision B of Division 1 of Part 3-2 of the *Australian Consumer Law*. This exclusion does not apply to significant personal injury caused by our reckless conduct.

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.

