

## EXTENDED TOUR BOOKING TERMS & CONDITIONS

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" and "our" means Rufus Bus & Coach Pty Ltd.

### MAKING A BOOKING

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A booking request is accepted when we issue a 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.

### SERVICES

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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. You also receive the benefit of work we undertake in anticipation of bookings. 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, own or operate.

### PRICES & EXCLUSIONS

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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. Personal expenses such as motel minibars, telephone calls, in-room services and pay television are at your expense and to be settled prior to departure with the relevant service provider. A credit card authority may be required at some establishments.

### PRICE SURCHARGES

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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

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A non-refundable deposit per person or \$ 300 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. Extended Tours of a value under \$ 1,000 are payable only in one payment.

### FINAL PAYMENT

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Payment in full must be received (and cleared) no less than **45 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.

If you fail to make payment by the due date, we will remind you to make payment. In addition to the payment, you will also be responsible for any costs imposed on us by suppliers resulting from late payment. If we do not receive payment within 7 days after the reminder, you will be deemed to have cancelled your booking.

## **RECEIPTS**

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For your records on payment, a receipt will be sent by e-mail or post. Please allow time if posted, however, if you have not received a receipt within 14 days of payment, please contact us as soon as possible. A receipt from us is your proof that payment has been received.

## **CANCELLATIONS BY YOU**

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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 14 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.

If you cancel your booking, 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);
- a fee which is the greater of the deposit and 15% of the booking value to compensate us for work performed up until the time of cancellation; and
- a fee not greater than 10% 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 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 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.

Refunds will be processed by bank transfer. We are not liable for refunds sent to incorrect bank accounts due to the provision of wrong details by you. Additionally, we disclaim any responsibility for funds misdirected as a result of unauthorized amendments to your provided account details prior to their receipt by us. Our obligation to make refunds is satisfied once we transfer funds into the account details received by us. Ensure accuracy when submitting your banking information.

## **ILLNESS PREVENTING TOUR COMMENCEMENT OR CONTINUATION**

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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.

We strongly encourage you to purchase travel insurance that adequately responds to cancellations and curtailments associated with illness and other unforeseen events as soon as you have paid your deposit.

## **OTHER CANCELLATIONS**

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In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

If:

- in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) determine that your travel arrangements cannot safely, lawfully or reasonably proceed due to a Force Majeure event; or
- you give us notice no more than 14 days prior to commencement of your booked travel arrangements that you cannot reasonably make use of them due a Force Majeure event (for example due to border closures)

then we may:

- reschedule your travel arrangements, but only if you are agreeable to the rescheduled arrangements; or
- cancel your travel arrangements, in which case our contract with you will terminate.

If we cancel your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will either:

- issue you with a credit equal to payments received by us for the cancelled travel arrangements, redeemable within 24 months of issue against any travel services offered by us; or
- refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third party costs and other expenses incurred or payable by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

Please note that our ability to issue you with a credit may be dependent on our suppliers issuing corresponding credits to us. We cannot guarantee that our suppliers will issue corresponding credits and so in such circumstances we may opt to pay you a limited cash refund as outlined.

### **Force Majeure - During Travel**

If due to Force Majeure we cancel travel arrangements after your trip has commenced, we will provide you with a refund of recovered third party costs plus any third party costs we don't incur for cancelled travel arrangements only.

### **Force Majeure - General**

Where a limited cash refund is to be paid by us, we will use reasonable endeavours to recover payments from third parties attributable to your booking, but we make no guarantee that we will be able to recover these payments either partially or at all. If after we have paid you a limited cash refund (or after we determine that no cash refund is currently payable) we recover payments from third parties attributable to your booking, then we will pass on this payment to you.

We will not be responsible for any other loss or costs you incur in connection with your booking (for example, airfares, insurance and visa expenses) if your trip or particular travel arrangements are cancelled due to an event of Force Majeure.

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

You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events as soon as you have paid a deposit.

## **Other cancellations**

If we cancel your travel arrangements for reasons other than Force Majeure or a failure to satisfy minimum numbers, you will be offered (at your election) a refund of all funds paid, or the offer of travel arrangements of substantially equal quality if appropriate. To the fullest extent permitted by law, we will not be responsible to you for any other expenses or loss you incur resulting from our cancellation.

## **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 \$100 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**

Due to the dynamic nature of the travel industry, we may occasionally need to make amendments or modifications to the 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 to your itinerary or its inclusions that materially detract from the overall value of the trip (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.

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.

## **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 or re-costed. We will give you notice no later than 45 days prior to the trip's commencement. If the trip is re-costed, you will have the option to either accept the new cost or to cancel your booking. You must make this election within 14 days of receiving notice from us. If the trip is cancelled or if you cancel your booking in these circumstances, we will at your election refund 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 in these circumstances.

## **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. Passengers present identification to satisfy any security checks. (eg: Air/ Rail/ Sea)

You acknowledge that suppliers may request a form of photo identification in order to board, carry or accommodate you. We are not responsible if suitable identification cannot be produced and you are denied services.

## **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 & MOBILITY**

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We reserve the right to substitute hotels, vessels, airlines and other forms of accommodation with properties or vessels of a comparable or higher standard.

You acknowledge and agree that walk-in showers are subject to availability and no warranty is provided for their presence. Accommodation may feature showers over baths instead. You must advise us at the time of booking if you require a room with disability features. We make no guarantee that this request will be able to satisfied at all accommodation.

## **HEALTH REQUIREMENTS**

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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 have doubts about your ability to undertake the trip, please contact us to discuss your circumstances prior to making a booking request. At a minimum you will be required to board and alight a bus and to carry bags without any special assistance from us (you may travel with a companion (at your cost) who is able to provide you with this assistance).

If you require a mobility walker, please advise us at the time of booking, otherwise we may not have room to carry it.

### **Existing Medical Conditions**

If you have a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may materially affect the usual conduct of the trip, then you must advise us prior to or at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

### **New Medical Conditions**

You must advise us of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention, or which may materially affect the usual conduct of the trip.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance which we cannot reasonably provide or if you fail to provide a medical assessment within a reasonable time, then this will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

### **Non-Disclosed Medical Conditions**

If any non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide, then we acting reasonably may exclude you from the trip. This will be considered a cancellation by you and cancellation fees and charges will apply (See 'Cancellation By You' section above).

## **INDEPENDENT SERVICES**

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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 given by us, a guide or local representative is made in good-faith, based on known information, and does not make us responsible or liable in any way for the acts or omissions of the principal operator of the excursion or activity.

## **ACCEPTANCE OF RISK**

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### **General**

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, exploring caves or visiting national or private parks. By placing a booking, you accept these risks.

### **Covid-19**

You acknowledge that you are travelling at a time when Covid-19 is endemic and that Covid-19 presents risks to your health and may cause death. By making a booking request, you accept all risks associated with Covid-19 infection during travel and you release us (and our directors, officers, employees and suppliers) from liability in connection with Covid-19 infection.

## **GENERAL TOUR PROVISIONS**

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### **Room Share**

Please note that we do not offer a matching service for solo travellers. If you wish to share a twin room, it is your responsibility to find a travelling partner. If you do not, then you will be required to pay the single occupancy price for the tour.

### **Authority on Tour**

When joining a group tour, you undertake to conduct yourself in a manner conducive to good group dynamics, including with respect to protecting the health and safety of others within the group. If you act or fail to 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 any additional hand-sanitiser or other personal protective equipment.

### **Seat Allocation**

You acknowledge that we operate a daily seat rotation system on coach travel so that passengers can enjoy forward or window facing seats. Please note that single occupancy bookings relates to hotel accommodation only. If you have booked single occupancy, you are entitled to one seat only within our coach meaning that another traveller may be sat beside you. Seat allocations by other transport providers (such as air, rail and sea transport providers) are outside of our control and at the discretion of those providers.

### **Seat Belts**

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**

Due to government regulations, smoking, vaping and the consumption of alcohol is not permitted on coaches. Breaks will be scheduled to enable smoking.

### **Luggage**

Due to strict government vehicle weight restrictions, you are permitted to a maximum of one (1) medium-sized suitcase per passenger, which must not exceed 15kgs. Items such as hand luggage and medical devices are exempt.

### **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.

## **RESPONSIBILITY**

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### **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

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 Rufus Bus & Coach Pty Ltd), attraction and venue operators 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 contractors (where we have control over them) 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.

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.

### **Recreational services**

If we supply any recreational services 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) of the *Competition and Consumer Act 2010* (Cth) 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.

*Recreational services* means services that consist of participation in the activities referred to in Section 139A of the *Competition and Consumer Act 2010* (Cth), being participation in:

- (a) a sporting activity or similar leisure time pursuit; or
- (b) any other activity that:
  - a.i. Involves a significant degree of physical exertion or physical risk; and
  - a.ii is undertaken for the purposes of recreation, enjoyment or leisure.

### **General Liability Limitation**

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.

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.

### **COMPLAINTS**

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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 as soon as possible. This is so 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, please follow this up in writing within 30 days from the end of your travel arrangements. This is so we have the opportunity to pursue the claim with our own suppliers (if relevant).

If you fail to follow this procedure, this may limit your rights to make a claim.

## DEEMED ACCEPTANCE

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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

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The contract between Rufus Bus & Coach Pty Ltd and you is governed by the laws of the State of South Australia. Any disputes shall be dealt with by a court with the appropriate jurisdiction in South Australia.

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 available from our office.

## MEAL CODES

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<b>B</b>	Breakfast Cooked / Continental	<b>BC</b>	Breakfast Continental	<b>M</b>	Morning Tea
<b>L</b>	Light Lunch	<b>D</b>	Two Course Dinner	<b>A</b>	Afternoon Refreshments

## ACCREDITATION AND MEMBERSHIPS

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**Rufus Bus & Coach Pty Ltd** (RBC) (ABN: 31 268 927 265)  
Accredited Coach Operator (Accreditation No. EY8171)  
Member of the Motor Trades Association  
S.A. National Parks Tour Operator (License No. A00000157 Desert Parks)  
Parks Victoria Tour Operator (License No. PV2323)

## CONTACTS

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Gavin & Christine Rufus  
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Website [www.rufusbus.com.au](http://www.rufusbus.com.au)

Office Hours 9.00 am - 5.00 pm Monday to Friday

Updated : April 2024

