

Lamble Tours

ABN 25 337 126 257

PO Box 30, Benalla, Victoria, 3672

RELAX

ENJOY

DISCOVER

STANDARD BOOKING TERMS & CONDITIONS

These Booking Conditions set out the terms on which you contract with Lamble Tours for the delivery of travel arrangements for your trip. By making a booking with Lamble Tours, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. Lamble Tours reserves 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 Victoria Catherine Lamble (ABN 25 337 126 257) trading as Lamble Tours.

MAKING A BOOKING

A booking request is accepted when Lamble Tours issues a written booking confirmation and you have paid your deposit. It is at this point that a contract between Lamble Tours and you comes into existence subject to these Booking Conditions. Lamble Tours reserves the right to decline any booking at my discretion.

Lamble Tours commence providing services to you as soon as Lamble Tours 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

Lamble Tours 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.

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DEPOSIT

A non-refundable deposit per person of \$200.00 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.

FINAL PAYMENT

Payment in full must be received on or before the date specified on your individual receipt that you receive once your deposit has been paid and received by Lamble Tours.. Note: some tours may require payment in additional instalments and this will be advised with the booking confirmation.

CANCELLATIONS BY YOU

You may cancel your booking by giving written notice to Lamble Tours. Cancellation fees and charges will be levied as follows irrespective of when notice of cancellation is received:

- any amounts Lamble Tours 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);
- where Lamble Tours operate any of the services included in your travel arrangements (for example, coach travel), a reasonable amount attributable to such services which Lamble Tours determines it cannot resell;
- a fee which is the greater of the deposit and 10% 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.

Cancellation fees and charges will not exceed payments received by Lamble Tours 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.

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

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

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

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, Lamble Tours 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 Lamble Tours regret we will not be in a position to provide such assistance.

Lamble Tours 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 Lamble Tours would have already performed significant work preparing for the delivery of your trip and servicing your booking.

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

Force Majeure - During travel

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

General

If Lamble Tours 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 Lamble Tours 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 or better quality if appropriate.

Lamble Tours disclaim any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of cancellation by us.

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AMENDMENTS BY YOU

Lamble Tours 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. You will also be required to pay any additional costs charged by suppliers.

AMENDMENTS BY US

Occasionally, Lamble Tours may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge Lamble Tours right to make these modifications. If Lamble Tours 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 Lamble Tours will notify you within a reasonable time and give you the choice to accept the change, to receive a refund of the land portion of your trip or to accept an alternative trip if offered.

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

Lamble Tours 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, driver's licence or other document of identification. 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.

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IMAGE RELEASE When on tour, Lamble Tours may take photographs or make recordings of you or your activities that identify you. Lamble Tours 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 use of your image or likeness, please advise us at least 21 days prior to the commencement of your tour.

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. Lamble Tours 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

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

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 Lamble Tours at the time you make your booking request.

Lamble Tours 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.

Lamble Tours 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 Lamble Tours cannot reasonably provide. Lamble Tours strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

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Lamble Tours 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

Lamble Tours is 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

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 Lamble Tours 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 must not exceed 20kgs (unless otherwise specified).

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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 Lamble Tours 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 Lamble Tours 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 Victoria Catherine Lamble (ABN 25 337 126 257) and common carriers.

Lamble Tours 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, Lamble Tours 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 Lamble Tours directly supply

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

Lamble Tours 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 Lamble Tours endeavour to meet scheduled arrival and departure times, Lamble Tours cannot guarantee this. Lamble Tours disclaim any liability for any additional expenses you incur or any missed connections/services attributable to delays.

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General liability limitation

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, Lamble Tours 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 Lamble Tours or make our representative aware of such problems immediately.

Lamble Tours will only consider and be responsible for claims made against Lamble Tours where I have had the opportunity to put things right on the ground. If you notify Lamble Tours of a problem during travel and Lamble Tours 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 Victoria Catherine Lamble (ABN 25 337 126 257) trading as Lamble Tours and you is governed by the laws of the State of Victoria. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Victoria.

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 Lamble Tours will be collected, stored, used, protected and shared in accordance with our Privacy Policy, which is published here www.lambletours.com.au

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