

Grapevine Tours Pty Ltd
Terms & Conditions of Carriage

1 Definitions

Administration Fee	The sum payable by you to us as set out in clause 2(a) of these Terms & Conditions of Carriage.
Booking Date	The date on which <i>we accept</i> your booking request, whether online, by phone, or otherwise.
Booking Fee	The total sum payable by you to us for the Journey of you and your Guests including the Administration Fee and any applicable Goods and Services Tax ("GST").
Cancellation Fee	The sum payable by you to us as set out in clause 2(b) of these Terms & Conditions of Carriage.
Drop-off	The act of our delivering you to the Drop-off Location at the completion of the Journey.
Drop-off Location	The address or place nominated by you at the time of booking as being the place to which you want to be delivered at the end of the Journey.
Extraordinary Traffic Conditions	Road closures, road works, road collapse, or traffic congestion.
Extreme Weather	Storms, high winds, floods, bushfires, earthquake, hailstorms, cyclones, or blizzards.
Guest, Guests	The person or people who are booked to travel with you on the Journey, regardless of whether the person or people in fact undertake the Journey (i.e. if a person was booked to travel with you but then does not attend).
Journey	The route from the Pick-up Location to the Drop-off Location as determined by us at our absolute discretion.
Pick-up	The act of our collecting you from the Pick-up Location.
Pick-up Date	The date nominated by you at the time of booking on which the Pick-up was to take place.
We, Us, Our	Grapevine Tours Proprietary Limited
You, Your	The person, people, entity or entities that have made the booking with Grapevine Tours Proprietary Limited.

2 Billing Arrangements

a. Administration fee

At the time of booking, a non-refundable Administration Fee is payable by you to us in the sum of \$25.00 AUD (or as published from time to time on this website).

The Administration Fee forms part of the Booking Fee and is not an additional charge to you.

b. Cancellation fees

Cancellations notified to us:

- *10 days or more* prior to the Pick-up Date will be entitled to a refund of the money paid, less the Administration Fee;
- *Between 5 and 9 days* prior to the Pick-up Date will be entitled to a refund of 50% of the total Booking Fee;
- *4 days or fewer* prior to the Pick-up Date will forfeit the total Booking Fee including the Administration Fee.

c. Bookings

Full payment of the Booking Fee is due for bookings no less than 10 days before the Pick-up Date unless otherwise agreed by us, and failure to arrange payment at the time specified by us may result in cancellation of the booking by us at our absolute discretion.

You will be taken to have accepted these Terms and Conditions of Carriage as at the Booking Date or when you pay any fee required by these Terms and Conditions of Carriage, whichever is the earlier.

We accept payment by EFTPOS, credit card (not American Express or Diners Card), direct transfer into our bank account as notified to you at the time of booking, or cash. Where payment is made by any means other than credit card, you will be required to provide your credit card details in order to cover any cancellation fees or any fee to cover our losses as discussed in these Terms and Conditions of Carriage.

You irrevocably authorise us to deduct from your credit card any and all fees owing to us under these Terms and Conditions of Carriage as and when payment is due, whether as a result of cancellation by you or otherwise.

3 Loss or Damage

Where you or any of your Guests:

- cause an interruption to our business or an unreasonable delay or expense to our business operations;
- accidentally or wilfully damage our property, including any of our vehicles or fittings and fixtures to those vehicles;
- smoke on board any of our vehicles; or
- cause us to incur excess cleaning costs to any of our vehicles,

You will be responsible for paying an appropriate fee, as determined by us at our absolute discretion, to cover our losses.

4 Refund policy

Other than in circumstances set out in clause 2(b) above, a refund will only be provided where we cancel a booking (not including cancellation by us due to your failure to pay the full Booking Fee on time) or where a Pick-up does not occur due to any matter that is entirely our fault. This does not include any instance where extreme weather or extraordinary traffic conditions cause us to be unable to attend the Pick-up Location at the time specified by you.

5 Liability

We do not accept liability for your, or your Guests' losses or damage of any kind that may occur as a result of any of the following:

- extreme weather conditions;
- extraordinary traffic conditions;
- acts of terrorism;
- hijacking;
- delays due to any of the above or as a result of mechanical failure of any of our vehicles;
- delays due to late or missed flights or other connections in your travel plans.

Travel insurance is recommended for all bookings to provide adequate protection against cancellation, delays or missed connections in your travel plans.

6 Disputes

If you have a dispute in relation to any aspect of our service, we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship.

7 Privacy

We are required and committed to protecting your personal information in accordance with our obligations under the *Privacy Act 1988* and the National Privacy Principles.

Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000 (Cth.)*. Disclosure of such information may be compelled by law (e.g. under the *Social Security Act 1991 (Cth.)*). You authorise us to disclose such information to others where necessary in relation to the provision of our services to you.

8 Governing Law

The law of New South Wales governs these terms and any disputes between us and you.