



TOUR & CHARTER SERVICES – TERMS AND CONDITIONS & PRIVACY

Here at Limitless Tours and Travel (LTT) we know that you would prefer to be cruising what we have to offer rather than reading terms and conditions. However, to ensure your experience is enjoyable please read on...

1. TERMS AND CONDITIONS

1.1 By Booking a tour with LTT you are accepting these Terms and Conditions as a binding contract without alteration.

1.2 LTT reserves the right to update or alter these Terms and Conditions at any time and it is the client's responsibility to be familiar with them.

1.3 The latest Terms and Conditions can always be found on the LTT website <http://www.limitlesstours.com.au> and will supersede any previous versions.

1.4 LTT is accredited with Transport for NSW as a Long Distance Tourist and Charter Bus Service. This business operates in accordance with the rules and regulations specific to its accreditation.

2. DEFINITIONS

2.1 LTT refers to D&D Seafoods Pty Ltd trading as Limitless Tours and Travel (LTT).

2.2 'We', 'us', 'our' or 'LTT' means, our drivers, employees, contractors and assigns.

2.3 'Client' means any and all persons to be carried as part of Services provided to you.

2.4 'Services' means provision by us of any tour or chartered transport services.

2.5 'Vehicle' means a bus or other vehicle used for provision of the Services.

2.6 'Booking' means a reservation by us of a time, date and Price for provision of Services and can be confirmed by us in writing.

2.7 'Price' means the fee quoted for the Services.

2.8 'Quote' means a price provided to you by us for the provision of particular Services.

2.9 'Destination' means any attraction, activity or destination or supplier of attraction, activity or destination.

3. PRICING

3.1 All Prices are quoted in Australian dollars (AUD) and include GST.

3.2 All Prices on our website supersede all Prices previously advertised.

3.3 We reserve the right to, at any time, increase or decrease advertised Prices for our tours.

4. BOOKING DEPOSIT & PAYMENT

4.1 Tickets must be paid for at the time of Booking unless otherwise agreed by LTT.

4.2 We may charge a Booking fee or credit card transaction fee when paying for tickets. This fee will only extend to cover the cost of recovering merchant fees charged to LTT.

4.3 Tickets are non-refundable, non-transferable and are only valid for the booked tour unless given express written consent by LTT.

4.4 For general charters a \$200 deposit is required at time of Booking.

4.5 Payment terms for the balance of Charter for charters are seven (7) days from date of invoice. The charter will be invoiced the next business day and payment can be made by direct debit, visa or cheque.

4.6 Hens/Bucks and other related tour types incur a \$300 bond. The bond will be returned three (3) business days after the tour has finished, provided:

- The bus is left clean and free of damage
- There is no negative feedback from the venues and/or any other businesses
- Nothing was stolen or damaged at any venues.

5. QUOTES

5.1 Where we have provided you with a Quote for Services (via our website, email or other means), the Prices provided in the Quote are current at the time of quotation and may be subject to change according to fuel price increases or government charges prior to confirmation of your Booking.

5.2. All Quotes provided by us are subject to availability at the time of Booking and are valid for fourteen (14) days.

5.3. All Prices Quoted by us includes GST.

5.4. All accepted Quotes must be signed for to become a confirmed Booking.

6. CANCELLATION OR CHANGES BY YOU - TOURS

6.1 If you need to cancel your tour for any reason please notify LTT as soon as possible.

6.2 Our cancellation and refund policy is as follows:

If you cancel your Booking:

- Between 0 (day of tour) and 7 days before the tour – no refund
- Between 7 and 14 days before the tour – 50% of the tour price paid per person will be refunded
- More than 14 days before the tour – 100% of the tour price paid per person will be refunded.

If you change your Booking date:

- Changing Booking dates are subject to availability and a \$25 per person transfer fee will be charged.
- Custom tours are transferable only through negotiation with LTT.

7. CANCELLATION OR CHANGES BY US (LTT) - TOURS

7.1 LTT reserve the right to change or cancel tours due to operating requirements or circumstances beyond our control.

7.2 All our tours require a minimum of ten (10) guests to commence. If the minimum number is not reached then we reserve the right to change or cancel any Bookings.

7.3 If we cancel a tour we will endeavor to do one of the following:

- Re-book you for another date or tour (subject to availability)
- Transfer your Booking to another person
- Refund your payment.

8. CANCELLATION OR CHANGES BY YOU - CHARTERS

8.1 If your Booking is cancelled more than 5 Business Days before the Travel Date no cancellation fee is payable.

8.2 If your Booking is cancelled within the 5 Business Days prior to the Travel Date the cancellation fee payable is 50% of the full charter rate.

8.3 On arrival at pick up with no notice of cancellation via email – 100% cancellation fee of the full charter rate is charged.

8.4 If the tour goes over the allocated time, the rate is \$20 per 15 minutes or part thereof.

9. CANCELLATION OR CHANGES BY US (LTT) - CHARTERS

9.1 LTT reserve the right to change or cancel tours due to operating requirements or circumstances beyond our control.

9.2 LTT may cancel the Booking due to an event of Force Majeure or if in our reasonable opinion it is not possible to perform the Services through no fault of ours.

9.3 If a Booking is cancelled by LTT in accordance with this clause, LTT will reimburse you for any amounts you have paid but will not be responsible for any losses incurred by you.

9.4 LTT reserves the right to outsource charters if unable to undertake a Booking due to vehicle availability.

10. AUTHORITY OF THE TOUR LEADER/DRIVER

10.1 At all times the decision of the LTT tour leader or representative will be final on all matters likely to affect the safety and well-being of the tour.

10.2 This includes any decision that the tour leader/driver makes about the on-going participation of a guest on the tour or certain activities that comprise part of the tour.

10.3 This includes any person, in the opinion of the tour leader, who is affected by alcohol or other drugs (whether prescribed by a medical practitioner or otherwise).

10.4 If a guest fails to comply with a decision made by the tour leader/driver, or interferes with the well-being of the group, then the tour leader/driver reserves the right to terminate this contract and order the guest to leave the tour immediately, with no right of refund.

10.5 The matter may be also reported to the NSW Police if deemed necessary by the LTT tour leader/driver or representative.

10.6 LTT is not responsible for any costs incurred once a guest is removed from a tour.

11. TIMING & ITINERARY

11.1 LTT will always do their best to contact you by mobile phone if you are late or missing part of the tour.

However, we accept no responsibility for, and provide no refund for, guests who miss any part of the tour for any reason.

11.2 This includes but is not limited to guests failing to be at arranged pick up points at arranged times or guests leaving the pick-up location due to our transport running late.

11.3 Buses will leave according to times stated on itineraries and will not wait for late guests.

11.4 Pick up and drop off times are an indication only.

11.5 LTT are not responsible for late arrival at any destination.

11.6 We reserve the right to alter any part of the itinerary without notice before, on, or during the tour as circumstances dictate. We will endeavour to communicate any significant changes in a timely manner but are not liable for any changes and are not required to offer any refunds as a result of any change.

11.7 We endeavour to provide a prompt and efficient service to our customers, however we cannot be held responsible for late running due to unforeseen circumstances, such as traffic delays.

11.8 Although rare, circumstances may arise when a vehicle may experience a

mechanical fault. LTT will endeavour to provide an alternative vehicle. As part of our commitment to providing a reliable service, LTT will refund the portion of the charter that was interrupted by the mechanical fault.

12. BEHAVIOUR

12.1 A minimum fee of \$250 will apply to any damage or spillage on our bus.

12.2 We reserve the right to charge your credit card without authorisation from you to cover the costs for any damage incurred by you or by guests you booked.

12.3 We are not responsible for the conduct of third party operators, venues or suppliers.

12.4 It is a condition of travel that passengers abide by the following travel restrictions:

- Food and beverage – No food or beverages are permitted, except bottled water.
- Smoking – Smoking of any substance, including e-cigarettes in our vehicles is not permitted.
- Throwing any item and/or placing any part of your body out of the windows is prohibited.
- Rubbish and damages – Passengers are expected to remove all rubbish from the vehicle. If extra cleaning of a vehicle is required, a \$50.00 fee will be added to the quotation.
- Minors – Minors must be well supervised by adults and remain seated at all times. At venues where alcohol is served, the minors must be restrained as per NSW Liquor and Gaming Regulations.

13. SAFETY

13.1 By Booking with us you acknowledge that participation in all our tours involves inherent risks that may not be present in other less demanding tours.

13.2 These risks include, without limitation, the possibility of injury or death, psychological trauma, loss or damage to property, inconvenience and discomfort.

13.3 ALL passengers must be seated at all times whilst the bus is in motion and seatbelts MUST be worn where fitted.

13.4 First aid kits are provided on all buses however LTT staff/drivers cannot provide medical advice as to their usage and offer no warranty on the items contained therein.

14. PUBLICITY

14.1 You agree that LTT may use images or video of you taken during the tour without recourse to you and without compensation to you, for publicity and promotion purposes only, through whatever medium it chooses.

15. PRIVACY

15.1 LTT will need to collect information from you, some of which may be of a personal nature, in order to provide a service.

15.2 The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose.

15.3 Please contact LTT for further information or refer to our privacy policy on our website.

16. GUEST RELEASE & LTT LIABILITY

16.1 Each guest releases LTT, its employees and agents from liability or loss or injury to the

client from any cause, and whether due to the negligence of LTT or any other person.

16.2 Each guest releases LTT from all sums of money, accounts, claims, actions, proceedings, demands and expenses which the client at any time may have against LTT for or by reason or in respect of any act, cause, matter or thing.

16.3 Each guest indemnifies LTT against:

- All losses incurred by LTT
- All liabilities incurred by LTT; and
- All costs actually payable by LTT to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by LTT in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal); arising directly or indirectly as a result of or in connection with any act or omission of the client.

17. BOOKING AGENTS LIABILITY

17.1 If a Booking Agent sells any tickets or vouchers on behalf of LTT, the Booking Agent indemnifies LTT against:

- All losses incurred by LTT
- All liabilities incurred by LTT
- All costs actually payable by LTT to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by LTT in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal); arising directly or indirectly as a result of or in connection with any acts or omissions of the Booking Agent.

18. OVERNIGHT CHARTERS

18.1 The driver is to be provided with a room and all meals by the client. Soft luggage is recommended with a maximum weight of 10kg – 15kg per passenger.

19. DISABILITIES AND SPECIAL NEEDS

19.1 LTT will attempt to source venues with special needs access but cannot guarantee all venues will have such facilities. It is beneficial to LTT and the client that LTT be advised of any special needs required for tours or charters within 48 hours of the booked Date of travel.

LTT DISCRETION

LTT may use its absolute discretion in exercising any of the rights granted to it pursuant to these Terms and Conditions.