

# Yarra Valley Manna Gum Tours

## Terms and Conditions

Welcome to the Yarra Valley Manna Gum Tours (“YVMGT”) website. If you elect to continue browsing and using this website you are agreeing to comply with and be legally bound by these terms and conditions of use including the disclaimer. If you do not agree to be bound please do not book any activity with YVMGT.

For the purposes of these Terms and Conditions a YVMGT customer is referred to as a Participant.

## **General Terms and Conditions:**

### *General Matters*

- 1(a) Tours will begin at advertised commencement times. YVMGT accepts no responsibility for passengers failing to be at designated pick-up points at designated times, no refund is provided for passengers failing to meet our tour at designated times. No responsibility is taken for passengers leaving pick up locations if our vehicles are not present at the scheduled departure time.
- 1(b) YVMGT recommend all traveller's, have adequate travel insurance in the event of delay, illness and loss of property which may result in failure to join or complete our tour. Pick up locations must be confirmed 24 hours prior to tour departure.
- 1(c) YVMGT accepts no responsibility for lost or stolen property.
- 1(d) Participants must be able to prove age over 18 years for consumption of alcohol at visited locations.
- 1(e) YVMGT reserves the right to alter any part of the itinerary without notice.
- 1(f) YVMGT reserves the right to use any vehicles.
- 1(g) Participants must pay a minimum 50% deposit for tours at time of booking and balance in full prior to commencement.

### *Behaviour:*

- 2(a) Participants causing a nuisance to others may be removed from the YVMGT vehicle. YVMGT is not liable for any expense incurred by the removed Participant. Bad behaviour will not be accepted. Visited locations reserve the right to refuse service & entry. Individuals are responsible for any damage inflicted on YVMGT vehicles or at visited locations.
- 2(b) YVMGT does not take any responsibility for loss to the Participant or third parties caused by the Participant's bad behaviour. Participants behaving badly will not be allowed onto the YVMGT vehicle.
- 2(c) No alcohol or food can be consumed in our vehicles. Participants may not bring their own alcohol for consumption.
- 2(d) Smoking is not permitted on our vehicles or inside buildings being visited.

### *Pet Policy:*

- 3(a) Pets are not permitted on the tour under any circumstances except guide assistance dogs for visually impaired people.

### *Copyright and Use of Images:*

- 4(a) The material featured on this website is protected by copyright. All rights reserved to Yarra Valley Manna Gum Tours Pty Ltd.
- 4(b) You authorise that we may use and reproduce any photos or videos of you and your group taken on the tour for the purposes of promotion on our website, social media sites, other sites, media sites or any marketing material published by us. Should you not wish to be photographed or filmed during the tour, you must notify us prior to the commencement of the tour.

### *Disclaimer*

- 5(a) The material on this website is intended for general information about the Yarra Valley Manna Gum Tours that are available and is not professional advice. Whilst care has been taken in preparing the material on this website YVMGT does not warrant nor represent nor guarantee that material is accurate, complete, current, suitable, or available.

### *Acknowledgement*

- 6(a) Participants acknowledge that participation in an activity offered by YVMGT involves an element of risk of being injured or having their property damaged and voluntarily agree to accept that risk having had the opportunity to investigate the level of risk beforehand. Participants must make their own inquiries to determine if the activity is appropriate for them.

### *Privacy policy*

- 7(a) YVMGT adopts reasonable measures to protect the Participant's privacy as an online visitor to this website and a Participant.
- 7(b) YVMGT uses collected information about Participants to maximise the services that it provides the Participant. If the Participant provides YVMGT with any details at any time the Participant may advise YVMGT in writing of a change of those details. YVMGT does not knowingly share personal information about Participants with third parties unless authorised in writing to do so by the Participant concerned. YVMGT may use personal information collected from a Participant for the purpose of providing direct marketing or advertising material, updates regarding the YVMGT website or information in a form of a newsletter. However, if the Participant wishes to cease receiving any such information the Participant may advise accordingly.
- 7(c) Any non-personal information, communications and materials the Participant sends to this website or by email or other communications, YVMGT may disclose to third parties.
- 7(d) The YVMGT website uses cookies to analyse website traffic and help provide a better website visitor experience. In addition, cookies may be used to serve relevant advertisements to website visitors through third-party services. A cookie is a file placed on the web browser that collects information about web browsing behaviour. Use of cookies allows the YVMGT website to tailor its configuration to visitors needs and preferences. YVMGT cookies do not access information

stored on your computer or any personal information. A Participant can choose to reject cookies by changing their browser settings.

- 7(e) This website may contain links. These links are included for convenience. Links to websites are the responsibility of the website provider. Participants are encouraged to read the privacy statements of each website visited including those via the links.

#### *8. Payment Requirements:*

- 8(a) All charges are in Australian currency and include GST (goods and services tax).

#### Payment Requirements:

A 50% deposit must be paid by or on behalf of the Participant(s) at the time of booking – payable by direct deposit to the YVMGT bank account.

Payment is required in full prior to the tour commencing.

#### Cancellation Policy:

Within 7 days – No Refund / 7 to 30 days-50%of deposit amount / 30 days-\$100 admin fee plus any deposit amounts not refunded by selected venues.

Any changes or cancellations will be charged cancellation fees to the credit card or the retained deposit amount given as security for the booking. The onus is on the Participant to prove notice of cancellation where that is in dispute.

#### 8(b) Payment Method:

Direct debit into the YVMGT bank account: Details provided upon confirmation of booking. Card payments accepted however surcharges apply (3% Visa/Mastercard & 4% AMEX)

#### *Medical Disclosure*

- 9(a) If a Participant elects to participate then the Participant warrants to YVMGT that they have disclosed every matter concerning their health and mental and physical fitness and any other relevant matter of which they are aware, or reasonably expected to know is relevant for participation in the tour.

#### *Force majeure*

- 10(a) If YVMGT is prevented from undertaking a tour or performing any of its obligations under that tour for reasons beyond its reasonable control (“the event”) such as an earthquake, storm, strike, road closure, fire, car breakdown, epidemic, government action, then YVMGT will be under no liability to the Participant whatsoever and will not be liable for any loss occasioned by the event.

#### *Amendment to Terms and Conditions*

- 11(a) YVMGT reserve the right to change or add to these Terms and Conditions at any time without notice.

### *Severability*

- 12(a) Where any clause a term above would be inapplicable, illegal, void or unenforceable in any jurisdiction then such clause shall not apply in that jurisdiction. The deemed exclusion of such term shall not affect or modify full enforceability and construction of other clauses of these terms and conditions.

### *Governing Law*

- 13(a) These terms and conditions, this website and participation in a YVMGT tour are subject to the laws of the State of Victoria and the Commonwealth of Australia.

### *Limitation and Liability*

- 14(a) To the extent permitted by law YVMGT limits its liability to a Participant for the Participant's use of this website and for any participation in any YVMGT activity to the refund of any fee paid by the Participant to be involved in that activity or \$100.00 whichever is the greater.
- 14(b) Notwithstanding any other term or condition in this on this website or in any document by YVMGT to the extent permitted by law YVMGT shall not be liable to any Participant for any direct or indirect loss.
- 14(c) To the extent permitted by law the Participant hereby excludes, releases and forever discharges YVMGT and it's representatives from liability for all claims including, without limitation, claims for loss of profits, consequential, exemplary and aggravated damages for :-
- (i) the Participant's injury or death;
  - (ii) damage to or loss of the Participant's property or the property of any other person arising from or connected with participation in a tour.