

TERMS AND CONDITIONS January 2023

Cancellation for Shared tours –

Cancellation 24 hours or last-minute bookings or missing the bus - No refund is given

Cancellation of tour due to state or regional closures due to a Health Pandemic – You will be given the opportunity to have your tour refunded in full or transferred to another date within 6 months of original booking.

Cancellation less than 4 days from tour date - No refund will be given but can offer to transfer to another date if possible

Cancellation 5 - 14 days from tour date - HVTours offers you a 50% refund or transfer to another date

Cancellation 14+ days from tour date – full refund or transfer to another date

Cancellation for Private Wine Tours –

Cancellation of tour due to state or regional closures due to a Health Pandemic – You will be given the opportunity to have your tour refunded in full or transferred to another date within 6 months of original booking.

Cancellation 24 hours or last-minute bookings or missing the bus - No refund is given

Cancellation less than 4 days from tour date - No refund will be offered

Cancellation 5 – 14 days from tour date - A 50% refund

Cancellation 14+ days from tour date - HVTours offers you a refund or transfer to another date

Cancellation of tour due to conduct –

We expect all passengers to have consideration for other passengers and people. If in our reasonable opinion or in the reasonable opinion of any other person in an authority position, you or any member of your party behaves in such a way as to cause or be likely to cause danger, harm or distress to any third party or damage to property, we are entitled, without notice to terminate the tour and insist your removal from the tour. HVTours has no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not refund or pay any expenses or costs incurred as a result of the termination of your tour or returning to your accommodation or pickup location.

Cancellation by Hunter Valley Tours –

If HV Tours cancels your tour for reasons such as staff shortages, illness, bus breakdown or pandemic closure. HV Tours will work with you to provide you an alternative tour date/voucher or offer a refund.

COVID-19 or other public health mandates –

Our conditions of participation and delivery of service/s can be updated without notice.

Participants are required to adhere to National and NSW Government health advice, warnings, recommendations and practices of conduct and security without exception.

HV Tours is obligated by Australian law to adhere to all health advice, warnings, recommendations, and practices. Any persons found being abusive or intimidating to HV Tours management, staff or contract drivers or others in relation to health restrictions, practices or requirements will be asked to leave immediately, their tour cancelled and not refunded will be issued.

The person will be required remove all belongs from HV Tours vehicles and to find their own way back to their accommodation or pickup location.

Damage –

If a person is found to have deliberately caused damage to any HV Tours vehicle or property or vehicle or property hired by HV Tours will be responsible for the repair cost of said damage. Damage to property or vehicles caused by a passenger or known party not owned or hired by HV Tours will be reported to the owner of property or vehicle and the matter will be the responsibility of the owner of said item/s.

Damage includes vomiting on the tour bus. A \$500 vomit fee is payable

General –

When you book with us, the person who makes the booking will be liable for the non-payment of any fees or payment of all damage caused to our vehicles and property or any hire vehicles and equipment by any member of their party.

If a booking is found to be a Hens or Bucks party and HV Tours was not advised. The person booking the tour will be liable for all fees from cellar doors on top of the tour cost or the tour will be cancelled immediately.

HV Tours is not to be held responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or – the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or any event where we or the supplier of the service(s) could not, even with all due care, foresee or avoid. Such events may include war or threat of war, pandemic, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

HV Tours will take reasonable care accommodating passengers traveling with a disability, injury, food allergies and other conditions and situations that may impact or interfere with the activity. We encourage customers to contact us directly (in writing or via telephone) at least a week preferable more than a week before the tour date with any special requests.

You will be contacted the night before with your pickup time and location for your tour. If you do not get this call, text or email please call the main phone number. Your tour pickup will be before 10 am unless otherwise arranged, usually between 9 and 9.50 am.

HV Tours has a 12 km pickup zone from Central Pokolbin to your accommodation. If you are outside this zone, you will be required to pay an additional pickup fee which will be outlined on your booking page. This fee is for you pick up and return to your accommodation. If you do not wish to pay this pickup fee, you are welcome to meet the tour bus and group at a central Pokolbin location such as the Hunter Valley Gardens or Roche Estate or meet the tour at the first cellar door at 10am.

Please let HV Tours know if you have specific recommendations or requests for your tour with us.

HV Tours may call upon a third party to assist to carry out business duties, obligations or tour bookings for matters out of our control due to illness, staffing, bus breakdown or an unexpected matter.

While we attempt to accommodate requests for vehicles wherever possible, our buses are allocated based on operational need and we cannot guarantee that a particular vehicle will be used for your group

We reserve the right to report bad debts to independent credit data agencies.

All bookings are made online and confirmed by paying in full or leaving a deposit. All bookings held by deposit are to be paid in full prior to the date of your tour unless otherwise advised by management. Payments by online booking service using credit card

Hunter Valley Tours staff and drivers –

HV Tours ensures all staff and sub-contract providers are licensed and hold NSW Drivers Point to Point and or Department of Transport NSW Drivers Authority.

All drivers drive in a safe manner and do not place passengers at risk of harm.

All drivers licensing, qualifications and authorities are monitored and checked regularly

All drivers undergo regular drug and alcohol checks

Lost Property –

Inquiries and collections can be made during office hours on 0456 737 888 or info@hvtours.com.au

All lost property is held for a period of three months (except for perishables) and then either disposed of or sent to local charities.

Every effort is made to return lost property to its rightful owner however HV Tours do not accept responsibility for the return of lost property.

Photographs, film and imaging –

Publicity and image use rights—all photos taken by the company during a tour or hire are and will remain the property of HVTours. Photographs may be used for advertising, social media or other publicity and media