# Hunter Valley Tours - A Unique Valley Experience

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# TERMS AND CONDITIONS January 2024

### CONFIRMATION OF BOOKING

Your booking is confirmed upon booking through the booking site. If you have called and spoken with someone directly, your booking is confirmed upon receipt of your holding deposit.

### **DEPOSITS**

All Deposits are non-refundable. Please be sure of your booking before you make it. You may be able to transfer to another date if this is possible.

### PAYMENT OF REMAINING BALANCE

The balance is due before the tour. You will receive a payment link via email up to three days prior. Payment must be made before to the tour start time unless prior arrangements are made.

# **BOOKING FEES AND CHARGES**

The booking software system charges a small charge for bookings and credit card payments. These fee's do not come to us.

### **BOND FOR PRIVATE TOURS**

We may request a \$300 bond for private tours. This is refundable the next working day after your tour upon the tour bus not being damaged or excessively dirty post tour.

### **CANCELLATION**

For individuals or groups missing the tour bus - no refund is given

If one participant withdrawing from the tour - no refund is given. The ticket is transferrable for another participant to replace them.

Any cancellations less than 5 days from tour date - no refund applies but transfer to another date if possible

Cancellation for being asked to leave the tour due to illness or behaviour – no refund will be given Cancellation due to state or regional closures due to weather or a Health Pandemic – You will be given the opportunity to have your tour refunded (minus fees and charges) or transferred to another date within 12 months

Cancellation 5 days or more from tour date - HVTours offers you a 50% refund (minus fee's and charge's) or transfer to another date within 6 months

# **CANCELLATION BY HV TOURS**

If we cancel your tour for reasons such as not enough people on a tour, staff shortages, illness, bus breakdown, pandemic closure or any unforeseen reason. HV Tours will work with you to provide you an alternative tour date/voucher or offer a refund or transfer you across to another tour company to reduce the impact or inconvenience to you.

# PERSONAL 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 other party or cause damage to property, we are entitled, without notice to terminate the tour and insist your removal from the tour. We have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not held liable for any expenses/costs incurred as a result of the termination of your tour or returning to your accommodation or pickup location

Any persons found being abusive or intimidating to HV Tours management, staff or contract drivers or others will be asked to leave immediately and no refunded will be given.

### DRINKING OF ALCOHOL ON ANY TOUR

Is prohibited. This includes any alcohol drinks you may purchase whilst on tour with us. We do not allow eskys or any open vessels of alcohol onboard. If you breach this and are found consuming or with an

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open vessel of alcohol, we have the right to ask you to leave the tour immediately and no refund will be given. HV Tours does not have a 'party bus' bus accreditation.

#### **ACCESSIBILITY**

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. See our inclusion policy on our website.

### PUBLIC HEALTH MANDATES

HV Tours is obligated by Australian law to adhere to all health advice, warnings, recommendations, and practices. 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.

### **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 or the owner of said item/s.

Damage includes vomiting on the tour bus. All cleaning and repair cost is the responsibility of the person. The personal contact details may be passed on to a debt collection agency to recover the cost.

#### **GENERAL**

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 may call upon a third party to assist to carry out tour bookings or obligations for matters out of our control due to illness, staffing, bus breakdown or an unexpected matter. We will communicate with all parties in the event

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

### HV 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 <a href="info@hvtours.com.au">info@hvtours.com.au</a> All lost property is held for a period of 1 month (except for perishables) and then either disposed of or send to local charities. Every effort is made to return lost property to its rightful owner however we do not accept responsibility for the return of lost property.

## PHOTOGRAPHS, FILMING 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. There is a possibility that an image of you on tour may be used for advertising or some form of publication, If you do not wish for an image of you to be used please exclude yourself from group photos at the time.