



# Terms & Conditions For Tours

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Plus General Information

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The following terms and conditions ('booking conditions') form the basis of your contract with Discovery Coaches ('DC', 'we' or 'our'). Please read them carefully as they set out your and our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions, that you agree to them and that you agree to them applying to your holiday arrangements that you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you.

References in these booking conditions to your 'holiday package' are references to the tour package you have booked with DC. References to "options" or "side tours" are references to short trips or tours included or available as part of your holiday package.

**For specific details about the required deposits, special deals, passport/visa requirements, and cancellation policies applicable to the holiday package you have chosen - please read the General Information and Conditions found at the back of the applicable brochure.**

## 1 Before You Book

### **Prices – Deposits – Discounts – Payments.**

Your booking price will be set out on the brochure unless it is varied by advertising or a special offer, including without limitation, to cover changes in government taxes and charges, exchange rate variations, fuel surcharges, airline charges, a force majeure event or other material increases by suppliers. Once you pay your deposit your holiday package price is guaranteed (except for any changes resulting from a force majeure event – see below). A security deposit per person, per holiday package is required within seven days of booking confirmation. Deposit requirements may vary when booking a special offer. Final payment of the balance of your holiday package price is due 30 days prior to departure unless stated in the General Information and Conditions found at the back of the applicable brochure or the terms of a special offer. DC reserves the right to cancel any ticket or booking or to refuse to carry any passenger where payment has not been received by DC within the specified time. Payment in full is required at time of booking for reservations made less than 30 days before tour departure. If DC is unable to confirm your reservation, all monies will be refunded.

**Travelling with Minors** - Children under twelve years of age are not recommended on our tours. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

**Included in our Holiday Package Price** - Please refer to the General Information and Conditions pages within the brochure relevant to your selected tour.

**Transfers** - Unless stated, airport transfers are not included. No refund will be given for unused transfers. Transfers cannot be re-routed to other pick-up points or destinations. Passengers who miss the pre-booked transfers must make their own way to/from the ship/hotel at their own expense. Some holiday packages include group transfers from or in between airports/hotels and vice versa. A group transfer is generally a shared transfer and the type of vehicle used will normally be dependent upon the size of the group.

**Not Included in our Holiday Package Price** - Airfares (unless stated), airport taxes, laundry, passport and visa fees, food not on the tour arranged menu, drinks may or may not be included as indicated in your itinerary. Excess baggage fees, fuel surcharges and optional excursions and gratuities not specified in your itinerary.

**Choosing your Holiday** - To maximise your enjoyment of your DC holiday and to ensure that it lives up to your expectations it is important that you choose the right holiday package. Our qualified staff are available to discuss your options with you.

**Gratuities** - Have been included (where applicable) for all passengers on specified DC Holiday Packages and cannot be redeemed for a cash refund.

**Accommodation** - In more remote places, accommodation standards may not be as high as in major centres. DC endeavours to utilise the most suitable accommodation available in each destination to ensure that passengers enjoy high levels of cleanliness, comfort and service. The accommodation listed will be used where possible; however, if a change is necessary for any reason, DC will endeavour to ensure that alternative accommodation is of an equivalent standard to those listed. Motel rooms are generally not available for check-in before 3 pm and require check-out by 10 am. In some locations, camps and safari style accommodation is provided e.g. Kimberley Wilderness & Outback Wilderness, this will be detailed in the tour brochure. You are responsible for any mini bar items consumed/used and any expenses billed to your motel room.

**Rooms** - Accommodation in all motels, regardless of the rating, is based on a "standard room" rating, these have either a twin or double bed configuration unless otherwise stated.

**Solo Travellers** - A limited number of single rooms/suites/cabins may be available by request at time of booking your holiday package. Single room/suites/cabins are not available at all locations. Single rooms/suites/cabins are usually smaller than standard twin or double rooms and often only have one single bed.

**Family Travellers** - A limited number of family rooms/suites/cabins may be available by request at time of booking your holiday package. Family room/suites/cabins are not available at all locations. Family rooms/suites/cabins are usually larger than standard twin or double rooms and may comprise of a single room or may have multiple rooms.

**Room Selection** - DC will make every effort to assign specific room, room numbers or locations at the accommodation if requested. If this is not possible, DC reserves the right to make changes to rooms/suites/cabins assignment, within the category booked, without prior notice.

**Passengers Needing Special Assistance** - DC welcomes passengers with disabilities or special needs provided they are accompanied by a companion capable of providing all necessary assistance. Any disability or medical condition requiring special attention must be reported to DC at the time of booking. It is the customer's responsibility to advise DC of your circumstances to ensure the selected holiday package is suited to your individual needs. DC is not responsible for any loss of enjoyment, loss of touring or loss of monies should the customer be unable to participate in the tour or in any or all of the activities. Any costs incurred as a consequence of the customer's need to return home as a result of non-disclosure are the customer's sole responsibility. DC will make reasonable efforts to accommodate the special needs of disabled passengers, but is not responsible for any denial of services by carriers, motels, trains, restaurants or other independent suppliers, or for any additional associated expenses. Coaches and minibuses are not equipped with wheelchair ramps. Not all river cruise ships and decks have elevators. Cabin doors and restrooms on river cruise ships are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on coaches, due to space limitations. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the river cruise ship is at anchor. DC is unable to provide individual assistance to any passenger for walking, dining, boarding or alighting coaches or other transportation vehicles or other personal needs.

**General Health and Fitness** - A good level of fitness and health is required to participate on DC's holiday packages. In some destinations there are extensive sightseeing excursions by foot and which includes climbing of stairs. Mobility is needed for boarding or alighting coaches, cruise ships and trains. We recommend a visit to the doctor and dentist before travelling to overseas destinations. It is your responsibility to advise DC of any pre-existing medical conditions or health and mobility related concerns that may affect the normal conduct of a holiday package and the enjoyment of other passengers.

**Visa and Passports** – For all overseas holidays all passengers must have a valid passport that is valid for at least six months after the holiday package return date. Passengers must consult with the appropriate

consulates to ensure that they have any applicable visas for countries included in the holiday package prior to departure. Passengers are solely responsible for meeting necessary passport and visa entry requirements and paying all associated costs. DC is not responsible for delays or missed portions of the holiday package resulting from incorrect travel documents or visas.

**Public holidays/festivals** - Virtually all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays may result in a reduction of facilities and entertainment.

## 2 Booking and Paying for Your Holiday

**Airfares** - Air travel is arranged with independent airlines. DC will arrange air travel as advertised in connection with your holiday package or otherwise arranged with DC. All airfares are subject to flight and booking class availability. Airfares will be booked and ticketed upon receipt of your deposit to avoid price or tax increases. Airport taxes vary for each departure point and routing of airline. Airline schedules are subject to change without notice. Once air tickets are issued, airline amendment and/or cancellation fees apply and, in some cases, are non-refundable. Name changes and voluntary date and schedule changes will incur fees. DC is not liable for delays or disruptions of air travel. Once tickets are issued DC will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights.

**Out of Date Range Flights** - If airlines have not published their schedule at the time of booking, DC will estimate the cost of airfares connected with your holiday package. When the airline releases flight inventory and airfares, DC will confirm seats and pricing to you by sending you an updated invoice. Once flights have been confirmed by you and payment has been received, DC will issue your ticket/s.

**Travel Insurance** - Travel Insurance is **not** included in your holiday package. For your protection, we strongly recommend that you purchase comprehensive travel insurance that includes (without limitation) coverage for medical expenses, loss of luggage, cruise and land content and airfare charges that may occur due to cancellation, disruption, loss of deposit or industrial disputes.

**Travel information and documents** - After booking, you will receive an invoice with all important information relevant to your holiday package. We strongly recommend you check the details carefully and read the included information. Please ensure that you check your flight timings carefully on your tickets, particularly early morning departures. Approximately 21 days before departure you will receive your e-ticket together with your final itinerary. However in the case of late bookings, charges or late payment, tickets may be emailed to you.

**Special Requests** - Where a special request (e.g. diet, room location, twin or double-bedded room, a particular facility at a hotel/motel, flight seat requests and/or particular meals) is an important factor in your choice of holiday, you must advise us when your booking is made. DC will pass your request onto the hotel/motel, airline or other supplier but cannot guarantee that it will be supplied as requested. DC will also pass on any dietary requests to the airline or hotel/motel, but we strongly recommend that you check directly with the airline once your tickets have been issued. The provision of any special request does not constitute a term of your contract with us. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

**Special Offers\*** - Conditions apply. Strictly limited offer on set tour departures, subject to availability at time of booking; cannot be combined with any other offer and maybe withdrawn at any time. Savings figures shown are the maximum possible savings available for the itinerary for which they appear and may not apply to all tours.\*Please refer to individual itineraries and brochure for further details.

**Credit Card Surcharges** - If you make payments by credit card, surcharges may be added your tour price.

**Warranty** – Any Services supplied by us come with a guarantee that cannot be excluded under the Australian Consumer Law. You are entitled to Services that are provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage. You are also entitled to Services that are fit for the purpose or give results that you and DC had agreed to. The Services must be delivered within a reasonable time when there is no agreed end date.

### 3 If You Want to Change or Cancel Your Holiday

**Changes or Additions to Your Holiday** - If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to an administration charge and payment of any further costs incurred as a result of the change.

#### **Cancellation Policy**

**Fees** - The DC cancellations fees that apply are as per each tour package brochure or in the absence of this, then is covered by the DC Cancellation Refund Policy; and are valid only prior to date of departure and are subject to the following conditions.

1. All cancellations must be received in writing by DC and are not effective until this notification has been received. If your holiday has commenced, 100% of the full holiday package price is charged.
2. There is no refund for unused services, or portions of the holiday package that are missed.
3. Additional cancellation fees may also be charged in respect of accommodation reserved outside the holiday package dates. These cancellation fees are in addition to any fees that may be levied by DC and your travel agent (if any).
4. You acknowledge that the amounts estimated under the Cancellation Policy are reasonable and represent a genuine pre-estimate of DC's loss.
5. If you request changes after DC has issued your documents, DC may charge you an administration fee of AUD\$80 per person in addition to any applicable cancellation fees.

**Cancellation of Airfares** - Airlines normally regard name changes and changes to departure dates as a cancellation and rebooking which may attract a cancellation fee. Applicable cancellation fees may amount to 100% of the airfare.

### 4 If We Want to Change or Cancel Your Holiday

**If We Change or Cancel Your Holiday before Your Departure.** - We endeavour to provide you with all the services confirmed to you at the time of your booking. However, we plan arrangements a long time in advance of your departure date using independent suppliers such as airline, motels etc. over whom we have no direct control. On occasions changes do have to be made, and DC reserves the right to cancel or amend holiday packages/excursions accordingly.

**Website and Brochure Accuracy** - DC has endeavoured to ensure that the information given on our website and in our brochures about accommodation, venues, itineraries etc. are correct to the best of our knowledge at the time of going to print. However, advertised descriptions and facilities and prices may change. We recommend that you confirm the details of your chosen holiday package at the time of booking. Additionally, flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Tour package or excursion itineraries may change or be different from those described as a result of local conditions, weather conditions and annual events. DC will endeavour to notify you of any significant changes prior to your departure.

**Flight Changes** - The flight timings shown in our brochure, on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are set by airlines and affected by events outside our control. Scheduled and charter flight times, and days of operation are also subject to change. DC will advise you of any significant changes as soon as it is informed by the airline. Minor timing changes will be shown on your flight tickets. Any change in the identity of the airline, flight times or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying any applicable cancellation fees except where specified in these booking conditions.

**Minimum Numbers** - Each booking is conditional to DC securing the minimum number of passengers to operate the tour. Where this number is not achieved, DC reserves the right to cancel or amend the booking contract with you. In this case a full refund is available, this excludes liability for any indirect or consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.

**Force Majeure** - Force Majeure means the occurrence of an event that is beyond DC's reasonable control and which could not have been reasonably prevented by DC, which includes, but is not limited to...

- a) War, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts.
- b) Natural disaster (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions.
- c) Nuclear or other industrial accident causing environmental pollution or contamination; or
- d) Change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in Australia or any jurisdiction or territory relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time.

**Termination of Booking Contract or Change of Travel Arrangements Due to Force Majeure** - If DC, in its reasonable opinion, considers that any Force Majeure event prevents DC (whether directly or through its employees, contractors, subcontractors and agents) from lawfully or safely providing any products or services subject of the booking contract with you, DC may immediately by written notice:

- a) Terminate the booking contract (in whole or in part); or
- b) Change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs.

**Limitation of Liability in the Event of Force Majeure** - In the event that DC cancels or changes your travel arrangements in any way due to a Force Majeure event, DC will not be liable to you in contract, tort, statute or restitution for any loss (including, but not limited to, loss of deposit or purchase price and loss of enjoyment), damage, costs, charges, expenses or injury resulting from or in connection with (whether directly or indirectly):

- a) The cancellation or change to your travel arrangements; or
- b) The Force Majeure event.

DC is not liable to refund any part of the deposit or purchase price paid by you if DC subsequently changes or cancels your travel arrangements in connection with a Force Majeure event. Force Majeure events are unpredictable and beyond DC's control. It is your responsibility to purchase travel insurance to adequately protect yourself against these risks.

## 5 On Holiday

For more detailed information, please refer to the General Information and Conditions within the brochure which contains your specific itinerary.

**Personal Belongings and Lost Items** - For security reasons valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, film, electrical or battery-operated appliances, as well as basic essentials such as a change of clothing and toiletries. It is your responsibility to



look after your property at all times and you must ensure you are adequately covered by comprehensive travel insurance in the event of any loss.

**Disruptions to Tour Itinerary Arrangements** - Itineraries are intended as a guide only and are subject to alteration without notice. Alterations may be necessary for various reasons including, without limitation, road, river, or weather conditions, strikes, Government restrictions or other reasons beyond DC's control. If conditions render any routes unsafe for travel, DC reserves the right to provide alternative services including, but not limited to, accommodation or substitute travel arrangements. Under normal conditions, itineraries will operate as far as possible as detailed in the brochure. However, sometimes for reasons beyond our control, it may be necessary to make alterations or abatement to your itinerary. For example, without limitation, if there is a weather problem, it may be necessary to operate part of the itinerary by alternative means; this may directly impact any sightseeing or excursions originally included. DC will not be liable for any direct or indirect costs that you incur as a result of any event or other factor beyond our control which necessitates a change in your itinerary. Additionally, you are not entitled to any refund for any alterations to your itinerary that are caused or contributed to by any weather events or such other events or restrictions which are beyond our control. DC cannot guarantee exact arrival and departure times for carriers and operators used by DC and DC will not be liable for failure to make connections with any other services or attractions beyond its control.

## 6 On Return from Your Holiday

**Data Protection Policy** - Your personal data will be passed on by DC to any relevant independent suppliers connected with your holiday package who need to know your personal information, so that your holiday can be provided, and this may also be provided to government/public authorities such as customs, immigration and security services, if required. All personal data you give us (including sensitive personal data) will be supervised under the [Privacy Act 1988](#) (Privacy Act). We may use your names and contact details for our marketing purposes unless you notify us that you do not wish to receive future marketing material by writing to DC, P.O. Box 141, Toowoomba, Queensland, 4350.

## 7 General Information

### Limitation of Liability

1. Our holiday packages include the services of independent providers, such as hoteliers, airlines, cruise companies and other operators, who are not agents, servants or employees of DC. Although we take care in selecting the independent service providers and the optional excursions conducted by some independent service providers, DC is not responsible for the conduct of the independent service providers, their servants and agents or for any ramifications of that conduct. Optional excursions may, depending on your holiday package, include, but not limited to, activities such as climbing, exploring, bike riding, swimming and snorkelling. You must accept and assume the risk involved with these activities.
2. If, in the opinion of any representative of DC, your mental or physical condition is such as to affect your own health and safety, render you incapable to care for yourself, cause you to become a hazard to yourself or other passengers or result in you becoming objectionable to other passengers or staff, you will not be permitted to embark or continue on the whole or any part of the holiday package. DC is not liable to you for any costs associated with such decision and you will not be refunded for any part of the holiday package.
3. DC accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond its control.
4. Any term, condition or warranty express or implied by statute or otherwise in respect of the holiday packages contained on our website or in brochures are excluded to the full extent permitted by law. Nothing in these booking conditions excludes, restricts or modifies the application of the Competition and Consumer Act 2010 as amended, consolidated, supplemented or replaced.
5. To the full extent permitted by law, DC's liability arising under or in connection with these booking conditions:

- a) is limited to the re-supply of the products or services or the payment of the cost of re-supply of the products or services to you; and
  - b) excludes liability for any indirect or consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.
6. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of receipt of monies. Receipt of deposits and subsequent payments by the travel agent does not constitute receipt of those monies by us and the travel agent has no authority expressed or implied to receive monies on our behalf. There is no liability on the part of DC in respect to any monies paid to your travel agent unless and until DC notifies you (by way of a booking confirmation advice or payment receipt advice) that monies have been received by DC. DC reserves the right to cancel any ticket or booking or refuse to carry any passenger where payment has not been received by DC within the specified time.

**Medical Assistance** - DC does not employ medical staff on any of our tours. Where a doctor is not available at the event, venue or excursion and you require medical attention, local medical services must be contacted immediately. You are responsible for all charges that result from visiting a medical facility, or for a medical practitioner visiting you. DC is not responsible for the type or quality of the medical services you may receive

**Promotional Release Policy** - On some tours we take photos/videos for promotional purposes. DC reserves the right to utilise this material for promotional and business activities. Please advise us if you do not want your facial image to be published in our promotional material.

**Smoking** - For other passengers' comfort smoking is not permitted on or near coaches and/or as directed under the Laws whether Federal, State or Local Authorities pertaining to the localities you are travelling through.

**Service Enquiries** - If a problem occurs during your holiday you should, in your own interests, advise your Tour Director or Coach Captain so that steps can be taken to resolve the matter. If you remain dissatisfied, any complaint must be made in writing to DC within 30 days.

**Luggage Limits** - Each passenger is entitled to take two pieces of luggage.

- (a) One suitcase that does not exceed 160 cm (63 inches), or weigh more than 20 kg (44 pounds) to be transported in the underfloor luggage compartment of the coach/aeroplane.
- (b) One hand luggage to carry cameras and personal effects etc. is permitted onboard our coaches provided this will fit safely in the overhead luggage compartment in the passenger area of the coach/aeroplane.

Your luggage must be a size that you can carry without difficulties; our drivers will assist you with your luggage where possible; however, drivers, at their own discretion can refuse to handle luggage. Airlines may impose other restrictions on size and weight for luggage; if these restrictions are not adhered to you will be required to pay the extra baggage fee imposed by the airline

**Seat Rotation on Coach Tours** - To ensure all passengers enjoy front window seats, we have incorporated a daily seat rotation system.