

TERMS AND CONDITIONS – EXCEPTIONAL PHILLIP ISLAND AREA TOURS

By booking a tour with us you are accepting these terms and conditions as a binding contract without alteration. The booking person or agent is responsible for conveying these terms to all parties partaking in the tour (travellers).

Full payment is required at the time of booking. Payment will be accepted by our online booking system or by alternate arrangement by contacting our offices. Bookings are not deemed final until a receipt has been issued by us.

All fees are inclusive of GST.

All fares are in Australian currency.

Confirmation of Booking / Delivery of Ticket:

After ordering online, you will receive an email confirmation containing your order details. We will normally confirm receipt of your order within a few minutes of ordering. You will receive a reminder email one day prior to your tour reminding you of the details of your booking. If you have any questions regarding your order you are encouraged to call Exceptional Phillip Island Area Tours on 0459 494 666.

Traveller Responsibilities:

In booking a tour the traveller:

- Accepts the physical risks involved in the tour
- Must not commence the tour if they are unfit or become unfit to participate in the tour by reason of ill health or injury
- Is responsible for the safekeeping against loss and protection against damage of all personal effects of the traveller, and
- Must take out travel insurance covering tour cancellations, inability to travel or continue with the tour (for whatever reason), loss or damage to personal effects, medical, evacuation and repatriation expenses, and accidental death or disability.

Exceptional Phillip Island Area Tours Responsibilities:

In accepting a tour booking Exceptional Phillip Island Area Tours agrees:

- To maintain liability and indemnity insurance to cover the liabilities of travellers (however, travellers are advised to rely upon their own travel insurance in almost all instances where injury, loss or damage is suffered to themselves or their effects).
- To maintain licences and permits necessary to carry out tours.
- To ensure personalised service on shared tours by having a maximum ratio of one guide per ten travellers.

Tour cancellation policy is as follows:

- Between 0 (day of event) & 7 days no refund will be given.
- Between 8 & 31 days - 50% of tour price per person.
- Greater than 31 days - 15% admin fee.

If a force majeure circumstance necessitates cancellation of the tour then:

- The traveller must rely upon any travel insurance they hold for compensation; and
- Where possible, Exceptional Phillip Island Area Tours will substitute an itinerary with a similar experience.

With the exception of “the Lotus Experience”, all public tours require a minimum number of patrons to commence (4 people). If these minimum numbers are not met we reserve the right to postpone or cancel the traveller’s booking. We will refund the total payment if a tour is cancelled by us. Each tour is limited to a maximum of 10 people per tour.

Our office must be advised by telephone (045 9494 666) of any cancellation or amendment to a booking.

The following applies to our Tour Gift Cards:

- Gift cards are only redeemable for an Exceptional Phillip Island Area Tour.
- Gift cards are not valid until they have been paid for in full and activated.
- Gift cards have an expiry of 12 months after their purchase date. All tours must be undertaken within this 12 month period.
- We reserve the right to change the outline of tours as well as the tour price between when the card is purchased and redeemed.
- Cards are redeemed by email, telephone or via our booking system.
- Cards must be surrendered on the day of the tour. Failure to surrender gift card may require the tour to be paid for by the traveller(s) and will only be refunded upon surrendering of the gift card within 48 hours of the tour.
- Gift cards can only be used for tours run by Exceptional Phillip Island Area Tours. They cannot be used for tours run by any of our affiliates or partners even if these are sold on websites or brochures owned by us.

Persons under the age of 16 years are not permitted on our tours without our express written permission.

We will be visiting working wineries, artisans, and farms. Australian occupational health and safety requires you to wear closed shoes in these areas. We strongly suggest that you do not wear sandals or thongs (jandels or flip-flops) as you may not be allowed into some areas of the tour.

Any traveller(s) who consumes or is suspected of consuming alcohol in a non-licensed area, can be removed from the tour. They will not be entitled to any refund. A non-licensed area may include, but is not limited to:

- Tour buses and vehicles.
- Non-licensed areas of venues visited as part of the tour or consuming BYO drinks on tour venue properties.
- Any public areas such as restrooms, parks or service stations the tour stops at.

Individuals are responsible for any damage inflicted on property during the tour:

- A minimum fee of \$250 will apply to any damage or spillage on our bus.
- A maximum charge of \$1600 will apply to any damage on our bus.
- We have the right to recharge your credit card for any damage occurred without authorisation from you.
- At all times traveller(s)/patrons must adhere to state and federal law in regards to lawful drinking practices. Service of alcohol may be refused to persons deemed intoxicated.
- Uncontrollable and disruptive drunken behaviour will not be tolerated. Any person deemed unruly or disruptive can be removed from the tour. They will not be entitled to any refund
- Any legal action (including fines) taken against a person on the tour, or against the tour operator (Exceptional Phillip Island Area Tours) because of the actions of a patron will be the sole responsibility of that person(s).

We accept no responsibility for and provide no refund for travellers who miss any part of the tour for any reason. This includes but is not limited to:

- Passengers failing to be at designate pick up points at designated times,
- Your pick-up location is changed and we are not advised.
- Passengers leaving the pick-up location due to our transport not being on time.
- Buses will leave according to times stated on itineraries and will not wait for latecomers.
- Drop-off times are an indication only. Exceptional Phillip Island Area Tours are not responsible for late arrival at any destination.
- We accept no responsibility for lost or stolen property.
- 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.
- We reserve the right to change tour fees at any time without prior notice. Any fee on printed material is only an indicative fee and cannot be relied upon to be current. The fee advised on our booking portal is the current fee.
- We are not responsible for the conduct of third party operators, venues or suppliers.
- Smoking is not permitted on our vehicles.

Privacy:

Exceptional Phillip Island Area Tours takes your privacy seriously. We do use third parties to provide essential services on our site or for our business processes. These third parties are prohibited from using your personally identifiable information for any other purpose. We will never sell or share your personal details to other parties for any unrelated uses. We only store minimum personal details to enable us to contact you regarding the service we provide you.

- Exceptional Phillip Island Area Tours uses the eWAY Payment Gateway for its online credit card transactions.
- eWAY processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet.
- All online credit card transactions performed on this site using the eWAY gateway are secured payments.
- Payments are fully automated with an immediate response.
- Your complete credit card number cannot be viewed by Exceptional Phillip Island Area Tours or any outside party.
- All transactions are performed under 128 Bit SSL Certificate.
- All transaction data is encrypted for storage within eWAY's bank-grade data centre, further protecting your credit card data.
- eWAY at no time touches your funds; all monies are directly transferred from your credit card to the merchant account held by Exceptional Phillip Island Area Tours.

We reserve the right to take digital and film photographs and videos of people on our tour, to be used by us in advertising and marketing at our discretion. Travellers have the right to decline to be photographed or videoed while on tour and any such position will be respected by Exceptional Phillip Island Area Tours without prejudice.

Notes:

We/us/our can mean: "Exceptional Phillip Island Area Tours", "Exceptional Phillip Island", "Exceptional Tours" and/or "Exceptional Experiences".

Tour can mean: An event, tasting, activity or any other tour related activity run by Exceptional Phillip Island Area Tours, Exceptional Phillip Island or Exceptional Experiences.