

# Terms and Conditions

## Acceptance of Terms and Conditions

It is understood by Active & Noosa Tours that the terms and conditions of travel are accepted by the passenger when payment has been made.

## Fares and Booking Confirmation

All tour prices are quoted in Australian Dollars, include GST and compulsory taxes where applicable and supersede all prices previously advertised and are subject to change without notice. Please check the exact price of your tour at the time of paying. Adults fares apply to person 13 year and over. Children aged 4 to 12 years. Children 3 years and under are free if not occupying a seat (ie, must sit in parent's/carer lap) If a seat is required, child fare applies.

## Courtesy Hotel pickups

Please wait outside hotel 5 minutes prior to pick up time.

Pick up times may vary depending on traffic.

No hotel drop-offs after morning tours

To ensure a hotel pick up please make sure you have made a reservation with Active & Noosa Tours or your hotel.

## Amendments, Cancellations and Refunds

Active & Noosa Tours reserves the right to amend or reschedule the tour due to the result of circumstances outside the company's control. Active & Noosa Tours also reserves the right to cancel the tour due to insufficient numbers and in this instance a substitute date will be offered, or a full refund will be made available.

## Cancellation Policy

A cancellation fee of 50% applies for a tour cancelled within 72-24 hours of travel or when no notice is given. Within 24 hours of departure 100% cancellation fee applies. Cancellation fees imposed on Active & Noosa Tours by our supplier will be passed on.

## Itineraries/Accommodation/Transport

Active & Noosa Tours arranges tours on the condition that it is not liable for any damage, injury or loss which may occur due to accident, delay, irregularity or defect of any vehicle, vessel or accommodation.

The tour itinerary is a guide only, and although we will make every reasonable effort to adhere to the program, we reserve the right to make any alterations as necessary. Alterations may come about due to tidal or weather conditions, strikes, public holidays, local festivals, renovations and/or upgrades or other reasons. Any additional expense incurred by the passenger is not our responsibility. We can give no guarantee of the exact arrival and departure times for carriers and operators used by us on the tour and will not be liable for failure to make connections with other services or attractions beyond its control. The operation of each tour is subject to a minimum number of guests wishing to travel on that tour.

The information presented in this brochure was to the best of our knowledge correct at the time of publication. However, changes beyond our control may have occurred since then with respect to prices, itineraries, duration of holidays, standard of services and tour content. Surcharges may apply. You agree that our Active & Noosa Tours representatives or third-party suppliers may take photographs and films of you while you are on holiday and that these may be used in our group brochures and/or advertising or publicity material or online without obtaining any further consent or payment in respect of such photographs and/or films.

## Activities and Optional Tours

Active & Noosa Tours does not operate the attractions mentioned in our touring brochure, therefore will not be responsible for any injury, actions, loss, damage or acts of negligence committed by the operators mentioned in this brochure arising from these attractions.

## Special Meals

Please advise Active & Noosa Tours of any special dietary requirements at least 3 days before departure. Note that this will be on a request basis only, as Active & Noosa Tours and cannot guarantee the availability of special meal types.

## Health and Fitness

Passengers should be in good health and able to walk moderate distances to fully appreciate all the sightseeing opportunities in the itinerary. Passengers acknowledge that you are of reasonable health and are considered to be fit to travel and are not travelling contrary to medical advice. Active & Noosa Tours reserves the right to cancel a booking or to remove a passenger from a tour if their health or fitness interferes with any other passenger's experiences or the day to day running of the tour.

## Travel Insurance

Active & Noosa Tours strongly advises all passengers to purchase a travel insurance policy. An important part of planning the holiday is to purchase a comprehensive travel insurance policy as it may prevent passengers from spending extra money in case of an emergency.

## Price Amendments

Prices were correct at the time and date of printing; however Active & Noosa Tours reserves the right to amend the price subject to any changes in price imposed by other tour operators and carriers included in the itinerary or major fluctuation in the exchange rates or increases in government or other levies.

## Smoking/Alcohol

No illicit drugs or alcohol are to be consumed on any Active & Noosa Tours vehicle.

Smoking is not permitted on any Active & Noosa Tours vehicle.

Active & Noosa Tours reserves the right to eject any passengers behaving in an inappropriate, offensive, intoxicated or destructive manner from the vehicle or to stop the vehicle until the relevant behaviour ceases or the situation is otherwise resolved. This may include requesting that police or other relevant authorities attend.

## Service Enquiry

If a problem occurs during your tour, please advise your hostess or coach captain as soon as possible, so that steps can be taken to resolve the matter. If for any reason you remain dissatisfied, any complaint must be made in writing to us within thirty (30) days of the last day of the tour.

## Lost Property

Active & Noosa Tours is not responsible for any property left or thought to be left on a Active & Noosa Tours vehicle. Active & Noosa Tours will endeavour to search each vehicle at least daily for lost property and store it at the depot office for a minimum period of 48 hours. Active & Noosa Tours reserves the right to dispose of or destroy any lost property after this time.

Any lost property found must be collected from a Active & Noosa Tours Office within 48 hours.

## Agency

Any third-party arrangements are collateral to the bus transportation services we directly provide you. Our obligation to you is to (and you expressly authorise us to) arrange relevant contracts between you and relevant third-party goods and services providers, as may be relevant to the particular tour you have booked.

Active & Noosa Tours exercises due care and skill in choosing third party providers of goods and services but has no control over, and to the extent permitted by law, no liability for, the goods and services provided by relevant third parties.

All third-party arrangements made on your behalf are subject to the terms and conditions of the relevant third-party suppliers.

## Indemnity/Limitation of liability

You agree to indemnify Active & Noosa Tours in relation to any loss or damage suffered by Active & Noosa Tours in respect of goods or services provided to you in respect of third-party arrangements, including but not limited to, claims in relation to damaged equipment e.g., sporting equipment.

To the extent permitted by law, Active & Noosa Tours shall not be liable for any injury, loss, accident or delay that may occur due to factors beyond our direct control or by reason of any act or omission of any third party.

As part of your tour, you may engage in sporting activities or leisure-time pursuits or other activities that involve a significant degree of physical exertion or physical risk and are undertaken for the purposes of recreation, enjoyment or leisure (**recreational services**).

To the extent permitted by law, Active & Noosa Tours, its employees, directors and agents are not liable to you, your dependents or legal representatives, for personal injury or death suffered by you due to the negligence, breach of contract or statute or statutory duty of Active & Noosa Tours, including but not limited to any liability for recreational services not being rendered with due care and skill or not being reasonably fit for any purpose you have made known, expressly or by implication, to Active & Noosa Tours or because Active & Noosa Tours failed to achieve any result reasonably expected by you, which you made known, expressly or by implication, to Active & Noosa Tours or for breach of any other consumer guarantee of the Australian Consumer Law.

You acknowledge that recreational services and associated recreational activities are dangerous with many risks and hazards and as a consequence personal injury (including serious personal injury) and sometimes death can occur. You assume and accept all such risks and hereby waive the right to sue Active & Noosa Tours, its employees, directors and agents for any personal injury or death suffered by you in any way whatsoever caused by or arising from your use of such services or your participation in such activities.

By booking this tour you are confirming that you have read, understood and agree to these terms and conditions.