

GENERAL TERMS & CONDITIONS – TOURS

CONTRACT

These terms and conditions ("**conditions**") form the basis of the contract between you and RSB Travel Pty Ltd (also trading as Coal River Coaches and Love Tasmania Tours). It is important that you read the contract carefully to ensure that you understand your rights and obligations. Your contract may also include additional terms and conditions applicable to a special offer or promotion, and/or depending on your tour and/or destination specific terms.

You confirm your understanding and acceptance of the conditions and the contract by paying your booking deposit or otherwise paying any part of the price of your tour. If you do not understand and accept the conditions and the terms of the contract, you should not make any payment to us and in this case, we will cancel your booking.

If you make a booking on behalf of any other person, you represent to us that you have their authority to make the booking on their behalf and to legally bind them to the terms of the contract, including the conditions. You, your, guest or passenger means the person who makes the booking and each person covered by the booking.

We may amend these conditions from time to time. You will be bound by the current version of the conditions at the time you make your booking.

All travel involves risks. We strongly recommend you take out comprehensive travel insurance with a reputable insurance company to cover you against risks associated with your tour including cover for loss of luggage, medical expenses and costs and expenses incurred due to cancellations, delays or other disruptions. We are an authorised representative for NIB insurance. Please ask us if you would like a quote.

Force Majeure: Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result. RSB Travel Pty Ltd assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God or any other force majeure condition including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labour disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorisation, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by RSB Travel Pty Ltd that impacts negatively on, or hampers, its ability to fulfil any of its contractual conditions. In the event that any of these conditions apply, RSB Travel Pty Ltd shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

MEANING OF WORDS

"**destination specific terms**" means terms and conditions specific to a particular tour, as published in the tour brochure or on our website for the relevant tour.

"**force majeure event**" means any act of God, war, terrorism, fire, flood or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil disturbances, acts of government, semi government or other authorities, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the tour beyond our control.

"**passenger booking form**" means your contact details which you have provided to us at the time of making your booking, as amended by any written notice you may provide to us from time to time.

"**itinerary**" means the Itinerary for your tour issued by us, subject to any amendments made by us from time to time in accordance with the contract.

"**personal information**" means information about you and any other person for whom you make a booking, including your name, address, phone number and other contact details, details of your next of kin, your passport number, credit or debit card details, and information about your health, medical needs, dietary requirements and any disabilities or other special requirements.

"**service provider**" means any independent contractor engaged by us to provide a tour or any part of a tour and includes an operator.

"**tour**" means a tour or journey package offered or provided by us.

"**tour departure date**" means the scheduled departure date for the tour set out in your Itinerary.

"**your tour**" means the tour you have booked with us, as outlined in your Itinerary.

BOOKING & PAYMENT

A Passenger Booking form must be completed for each Extended Tour. The Booking Form acknowledges your acceptance of our Terms & Conditions.

All tour prices are quoted in Australian Dollars

Tour Payments: Payment is accepted via bank transfer or credit card. A credit card surcharge will apply. If you pay us by credit card, a surcharge will be added with the surcharge amount being advised at the time of payment. There is no surcharge for payments made by cash or direct transfer to our nominated bank account.

Bank transfers can be made to: RSB Travel Pty Ltd - BSB: 807 009 Account: 6017 6352. Please use your name or invoice number as the reference and send an email advising payment to accounts@coalrivercoaches.com.au

Day Tours: Full Payment is required to secure your placement on each Day Tour. Day Tours are non-refundable

Travel Club Extended Tours: A non-refundable deposit is required to confirm your placement on the tour. A new Passenger Booking Form must be completed or the previous one dated and signed thus advising no changes to the details supplied are required. Please refer to the destination specific terms of the tour for deposit, payments and other conditions which may apply.

Extended Tours: A non-refundable deposit of 20% is required to secure placement on any Extended Tour. The balance of the tour is payable 45 days before the date the tour departs (unless stated otherwise in your tour itinerary or destination specific terms for your tour). If the tour is booked within 45 days of the tour departing, then full payment must be made immediately. Booking deposits are not refundable and are not transferable to other tours or bookings. Should full payment not be received within 45 days of your tour departing, we will cancel you from the tour. Your deposit is not refundable, and you cannot transfer to another tour.

You may make a booking directly with us or through a travel agent. Your booking will be confirmed only when we have received your booking deposit; or If your booking is made 45 days or less before the tour departure date, the tour price, and all other amounts payable under the contract.

You must pay your booking deposit within 7 days after making your booking. If we do not receive your booking deposit within 7 days after you make your booking, we will automatically cancel your booking without further notice to you.

If you have made your booking through a travel agent, your travel agent should forward your booking deposit or tour price to us on your behalf. However, payments by you to your travel agent are not considered to be payments by you to us. We will consider payment has been received by us only when we receive payment from your travel agent.

Any accommodation, sightseeing or flights we book for you separately to those stated in your Itinerary are not included in the booking deposit or tour price and you must pay both the deposit and full costs for such additional services separately to the booking deposit and tour price. Any requests for such additional services will not be processed until your booking deposit is paid in full.

Any changes or additions made to your itinerary will incur additional costs.

If you wish to change any incidental component of your booking, such as any pre- or post-tour accommodation or add-ons, you must contact us. We may accept or reject your request at our absolute discretion and if we accept, you must pay a change fee to us for each change and any additional costs resulting from the change. Additional costs may include additional overnight accommodation required as a result of any change to Your flights.

PRICES, INCLUSIONS & FEES

Extended Tours | Travel Club Tours | Day Tours

All tour prices are quoted in Australian Dollars.

We reserve the right not to honour any published prices that we determine were erroneous due to printing, electronic, or clerical error. If you make a booking based on erroneous pricing, We will offer you the option of cancelling the booking and receiving a refund of any amount paid by you or confirming the booking by paying the difference between the erroneous price and the correct price, as determined by us.

Your tour price includes coach travel (as specified in your itinerary), accommodation (as specified in your itinerary), meals (as specified in your itinerary), and any specific entry fees (as specified in your itinerary).

Unless otherwise stated as an inclusion in your itinerary, overnight accommodation required to meet your tour and/or any flight connections are not included in the tour price and will be at your expense.

Flights are not included in your itinerary or tour (unless specifically specified).

If you change your booking, other than by varying the tour departure date, you must pay a change fee of \$50.00 per person. This fee is due to administrative expenses incurred by us in changing your tour and is a genuine and reasonable estimate of our expenses.

If you cancel your tour for any reason prior to your tour departure, you will be liable for the following cancellation fee:

45 to 35 days = 50% of Tour Price

35 days and less = 100% of Tour Price

You may also be liable to pay cancellation fees to airlines and other third parties.

We may vary your tour price at any time before you have paid the tour price in full to the extent necessary to meet any increase in the tour costs for reasons outside our control, including airfares, fuel, government taxes and charges, exchange rate fluctuations or other tour related costs or tariffs. We will not vary the tour price after we have received the total tour price from you, regardless of any increases in the costs incurred by us. We will notify you of any such variation using the details supplied by you on the Passenger Booking Form

You are responsible for and must pay for all costs and expenses incurred by you as a result of any change made by you to your itinerary before or after your tour departure date. This includes changes due to illness or other personal reasons.

CANCELLATION, MINIMUM NUMBERS, DELAYS & CHANGES TO YOUR ITINERARY

While every endeavour will be made to supply all services as per your itinerary, we and the operator reserve the right to replace or omit a service. Where possible we will supplement this service with an alternative service. This may not always be possible due to local operators or local conditions.

Day Tours: A Day Tour can be cancelled by telephoning us. Day Tours can be transferred to another Day Tour without penalty. If your new Day Tour is more expensive, you must pay the difference along with any fees or surcharges. If the new Day Tour cost is lower, that amount will be held, by us as a credit for your use towards any future Day Tour. This amount must be used within 12 months of the credit being issued. Entry fees included in the tour cost may not be transferred to another tour. If you cancel on the day the tour departs, the full value of the tour is forfeited.

Travel Club Extended Tours: You may cancel a Travel Club Extended Tour by phoning us or by sending us written notice of cancellation. Your deposit remains non-refundable and cannot be transferred to any other tour or person. If you change your mind, your deposit will be forfeited and cannot be transferred to another tour or person. Refer to destination specific terms for your itinerary conditions.

Extended Tours: You may cancel an Extended Tour booking by sending us written notice of cancellation. If you cancel a booking, you will be liable to pay a cancellation fee.

Minimum Numbers: Your booking is conditional on us receiving a minimum number of tour passenger bookings to operate the tour. Where sufficient numbers cannot be achieved, we may cancel or delay a scheduled tour or tour departure date.

Cancellation: If we cancel a tour, for whatever reason, before departure: we will use reasonable endeavours to offer you the closest available tour departure. If the proposed alternative tour is:

- (i) cheaper than Your original tour price, we will refund the difference to you; or
- (ii) more expensive than your original tour price, you must pay the difference to us.
- (iii) if you do not accept the proposed alternative tour within 7 days of being notified by us of the alternative, We will cancel your booking, refund to you all monies paid directly to us and will have no further liability to you; and We are not liable for any third-party costs you may incur. If we delay the departure of a tour, for more than 7 days, you may terminate this contract and we will provide you with, at your option, either:
 - (a) a full refund of all amounts paid to us; or
 - (b) a credit towards future tours with us which will be valid for 24 months from the date you notify us of the termination of this contract.

YOUR TOUR OBLIGATIONS

For the benefit of everyone on your tour, the Operators reserve the right to accept or reject any person as a tour participant whose conduct or health is deemed incompatible with the interests of other participants.

You must be in good health to participate in our tours. RSB Travel Pty Ltd will take all due care to ensure that you understand the tour you have purchased, and the risks associated with participating in the tour. You as the

participant will let us know of any underlying health issues or health issues that may impede you in enjoying or participating safely on this tour. By completing the Passenger Booking Form, you declare to RSB Travel Pty Ltd that you are in good health and able to participate in the tour.

At our discretion, you may be asked to provide a Doctor-signed medical form to ensure you are fit and well enough to participate in the tour. This will be decided upon by the information that you must declare to us when making the booking on your booking form. Failure to declare medical issues can impact on your travel insurance, third party operators who are employed by us to operate the tour, other passengers, and Coal River Coaches' Travel Club.

Government regulations prohibit consumption of alcohol on all modes of coach and vehicle transport. As such, alcohol cannot be consumed or carried onboard. It can be stowed underneath the coach.

You must obey all directions given by your Coach Captain or Tour Leader. Smoking is not permitted on transportation or in accommodation.

SPECIAL ASSISTANCE

You must report any disability requiring special attention to RSB Travel Pty Ltd at the time the reservation is made. The Operators will make reasonable attempts to accommodate the special needs of disabled passengers or those with mobility issues, but is not responsible in the event we are not able to do so, nor are we responsible for any denial of services by carriers, hotels, restaurants or other suppliers or operators. Where possible, and appropriate, we are happy to provide extra assistance to mobility or passengers impaired by a disability. Many of our vehicles are all-ability coaches and we are proud to offer our assistance where possible and where it is safe for us, our employees, and operators to do so.

ACCOMMODATION

The accommodation listed for each tour are intended to be used as specified on the tour; however, if a change becomes necessary for any reason, we will endeavour to substitute it with an equivalent alternative. No refunds are provided for accommodation variations. Every effort is made to reserve your preferred accommodation request. It may occasionally happen that an accommodation provider supplies some double-bedded or twin-bedded rooms, as room configuration is at the discretion of individual hotels. A single supplement ensures a participant's own room, not necessarily a twin-bedded room.

DINING

A restaurant or date of a meal may be substituted at any time due to reasons beyond our control. We cannot guarantee any that a venue can offer meals catering to specific dietary requirements. We will endeavour to liaise with operators, where possible, but cannot guarantee these requirements.

HOLIDAYS

During local or national holidays, some facilities such as museums and restaurants, sightseeing tours and shopping may be limited or not available. Alternatives will be offered whenever possible.

TRAVEL INSURANCE

Travel Insurance is strongly recommended to all travelers. Please let us know if you would like an obligation-free travel insurance quote.

We recommend passengers investigate all Department of Foreign Affairs warnings regarding the safety of travelling to certain destinations. We will not be held liable for any act of government, terrorism, revolution, or other act. We reserve the right to cancel the tour at any stage due to an act of government or terrorism or force majeure.

PASSPORTS | VISAS | HEALTH REQUIREMENTS

Passport and visa requirements vary depending on your destination. The information which we provide is for guidance only, and we cannot accept any liability. We recommend that you contact the relevant consulate to check any restrictions that may apply. Requirements do change and you must check the up to date position in good time before departure. Please contact your doctor for advice on health requirements. It is your responsibility to ensure that you have a proper passport and visa and that no personal circumstances such as a criminal offence or travel to another country will affect your individual visa requirements, and that you have the required vaccinations to gain entry to any country which you are visiting.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Australian Passport Office (www.passports.gov.au).

Special conditions apply for travel to the USA, and all passengers must have individual machine-readable passports. Please check <http://canberra.usembassy.gov>.

Up to date travel advice can be obtained from the Department of Foreign Affairs and Trade, visit www.dfat.gov.au or smartraveller.gov.au.

If you fail to take the necessary steps, we have no liability to you, and you will have to pay us any costs which we incur through helping you because of such failure on your part. Further, we are not liable to you for any illness or discomfort you suffer through failure to have required vaccinations or to follow medical advice.

ASSUMPTION OF RISK

By submitting a booking and/or any or all payment for a tour you acknowledge that You understand all written information provided by RSB Travel Pty Ltd. Along with the inherent risks associated with participating in the tour or activity. Please be aware that during your participation of a tour, certain risks and dangers may arise beyond our control, including, but not limited to, the hazards of traveling to undeveloped areas, travel by various means of transport, the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. We will not have any liability regarding the provision of medical care or the adequacy of any care that may be rendered. We will try to ensure that adequate measures are taken.

PRIVACY & DATA PROTECTION

You permit RSB Travel Pty Ltd to collect information about you so as to ensure that we can determine the appropriate tour for you. We will keep these records on file and will not share them with any other company unless we have written permission from you.

SEATING

RSB Travel Pty Ltd tours operate with seat rotation on all tours. Please be advised that all passengers booked must participate in this and special seating cannot be offered – even with the supply of a Medical Certificate.

AIRFARES

Airfares and prices include airport taxes, port and handling charges, or other charges when stated, and are always subject to airline and supplier availability. Airline and supplier availability, fare conditions and class of travel can change at any time up to the time of final payment. Routing restrictions and other special conditions may apply. Airlines and other suppliers or operators may withdraw or change their prices without notice before final payment. Airlines may change or cancel their schedules at any time. RSB Travel Pty Ltd is not responsible for any cost incurred to you as a result of these changes or alterations.