

# TERMS AND CONDITIONS

## 1. VALIDITY

All bookings with Stonestreets Travel, Stonestreets Tours and Stonestreets Coaches are made according to these terms and conditions.

## 2. TOUR OPERATION

Each booking is conditional to Stonestreets securing a minimum number of bookings required to operate the tour. Where sufficient numbers cannot be achieved, Stonestreets reserves the right to cancel a scheduled departure with no loss of payment or deposit to customers.

## 3. SPECIAL DIETS

Passengers requiring special diets such as vegetarian or gluten free must inform Stonestreets at time of reservation and reconfirm their request with the Stonestreets' Driver/Host upon tour commencement. Most catering for our tours is provided by third party suppliers. We will inform all meal providers of special passenger diets where advice is needed however we cannot guarantee such requests will be met in all instances.

## 4. SPECIAL NEEDS AND REQUIREMENTS

Stonestreets welcomes passengers with disabilities or special needs. If assistance is required on tour we do require that passengers are accompanied by a companion capable of providing all necessary assistance. Any special requirements must be advised at time of booking. We regret that we cannot provide individual assistance for walking, dining, getting on and off motorcoaches or other transportation vehicles, or other personal needs for individual passengers. Due to space limitations on some extended tours, carriage of wheelchairs and walkers may not be possible. Please enquire if this may affect you. Stonestreets may, if in the opinion of any company representative and in consultation with management, either refuse persons to join a tour or make careful arrangements to set-down persons from the tour if their mental or physical condition is such as to render them: incapable of caring for themselves; causing severe inconvenience to the majority of other passengers; or a hazard to themselves or other passengers. Stonestreets will take all due care to assist with arrangements but not be liable for any expenses arising from such persons being precluded from completing the tour for any such reason.

## 5. HEALTH & FITNESS

For safety and enjoyment, passengers should be in suitable physical condition to participate in tour activities. In some circumstances Stonestreets may require a passenger to provide written confirmation of suitable physical condition from a doctor. Some tours may include walks which vary in degree of difficulty from moderate to difficult. Passengers should also be aware of the potentially high temperatures which may be experienced in the Outback.

**Medical Equipment:** Please note that in some remote outback locations electric power may not be available 24 hours per day. Passengers are advised to bring adequate medication (and spare prescriptions for essential medication) for remote travel and emergencies. Passengers should consult a doctor or a Travel Medicine Specialist regarding necessary vaccinations/medications before overseas travel.

Please note, all Stonestreets coaches are strictly non-smoking and locations visited may have smoking policies that travellers must abide by.

## 6. PRICING

All prices are quoted in Australian currency and include tour preparation, operation costs and GST where applicable. Prices include all on-tour coach travel, some airport transfers at arrival and departure point of each tour; meals, accommodation, sightseeing and admissions as per the itinerary. Prices may include one or more airfares as shown. Not included are meals not specified in the itinerary, drinks, laundry,

optional activities and items of a personal nature. Changes to flight schedules may require additional overnight accommodation at either commencement or completion of the tour, which is at passenger's own expense. Tours and included and optional activities, are all subject to availability, operational and seasonal factors. Stonestreets reserves the right to vary the advertised or printed price to cover any significant increases in air fare, rail fare, fuel price or other tour related costs.

## 7. ERRONEOUS PRICING

Stonestreets reserves the right to not honour any prices published in brochures, advertising or online that we deem were erroneous due to printing, electronic or clerical error.

## 8. CHANGES TO THE ITINERARY

Stonestreets reserves the right to alter or change accommodation, meal providers, carriers or vessels at any time for any reason; and cancel or alter the itinerary and/or tour at any time without notice, as we deem necessary for any valid reason whatsoever including road, weather or traffic conditions, non performance of suppliers, industrial action, operational conditions and requirements. Stonestreets may replace, suspend or cancel any tour inclusion (or option) where that tour inclusion is not available or in the opinion of Stonestreets, it has become inadvisable, unsafe or unsuitable. Stonestreets uses information as supplied by providers of attractions, activities, meals and accommodation venues and endeavour to ensure the information contained in brochures and promotional material is correct at the time of printing. Stonestreets accept no responsibility for inaccuracy of information provided by other parties. During local or national holidays, certain facilities such as museums and restaurants, sightseeing tours and shopping may be limited or not available. The coach crew retain the right to alter the itinerary in a manner to the best overall benefit for all concerned. Stonestreets maintains strict standards of safety and reliability of vehicles at all times, however, in rare cases mechanical failure may occur. Passengers are assured that every effort is made to minimise any small inconvenience experienced, while we utilise the large network of repair facilities at our disposal, Australia wide. Where a tour is cancelled prior to the departure date, Stonestreets will use all reasonable endeavours to offer the nearest possible alternative tour (subject to a refund or payment to cover any tour price difference) or, if this is not acceptable, refund the tour price including deposit. Stonestreets will endeavour to contact clients in the event of industrial action effecting air, rail or other tour related transportation. However if contact is not made passengers should phone our office to finalise alternative arrangements.

## 9. DEPOSITS AND FINAL PAYMENT

When booking your tour, a non-refundable/non-transferable 25% deposit per person is payable within 7 days for booking confirmation. Bookings will be automatically cancelled if a deposit is not received by us within 7 days of the booking. Higher or varied deposits may be required on tours which involve flights, ferry or boat components of where tour management needs require and such tours will be made known at time of booking. Full payment for tour costs must be paid no later than 60 days prior to tour departure date. For bookings made less than 60 days before departure, full payment is required within 48 hours for confirmation. It is the passenger's responsibility to pay the tour price by the due date. Please ensure payments are made within the specified time limits to ensure that bookings are not automatically cancelled. No refund is available after the tour has commenced, in respect of any services unused. For your personal insurance purposes be sure to obtain a medical certificate if you must withdraw from a tour after it has begun for medical reasons. Transferring to another date is treated as a cancellation and cancellation fees apply.

## **10. CANCELLATION FEES**

When creating a tour we pay accommodation, attraction, food and travel suppliers a deposit for every traveller. If a traveller cancels we often forfeit our deposit paid. For this reason, if you cancel your booking prior to departure for any reason, you may be charged a cancellation fee. If you leave a trip for any reason after it has commenced, we are not obligated to refund for any unused services.

Cancellation fees are determined based on the number of days from tour departure:

Cancellation >60 Days	= Forfeiture of Deposit
Cancellation 60-31 Days	= 50% of Tour Cost
Cancellation 30 Days or less	= 100% of Tour Cost

Where Stonestreets makes alternate travel arrangements or bookings with other carriers which differ from a tour's published itinerary, payments made are subject to the cancellation conditions of the respective carriers.

## **11. CREDIT CARD PAYMENT SURCHARGE**

Payment of tours in-store using Visa or Mastercard will attract a 1% processing fee. Alternate methods of payment are available including direct deposit, EFTPOS, cash or cheque.

## **12. TRAVEL INSURANCE**

We strongly recommend that you investigate the option of travel insurance on any extended or international tour to cover yourself against financial loss arising from illness, injury or factors which may impact your ability to travel. We are able to provide a quote or arrange a travel insurance policy upon request.

## **13. BAGGAGE ALLOWANCE**

Due to workplace health and safety laws and in accordance with the airlines, passengers are entitled to carry one suitcase per person not exceeding a weight of 20kg. Personal items such as make-up, cameras etc should be carried in a travel bag which is not to exceed 7kg per person. Where possible use soft bags not cases. Passengers are to ensure that luggage meets the weight requirements. 4x4 Coach tours and some tours with small aircraft travel may have alternate baggage restrictions.

## **14. YOUNG TRAVELLERS**

A child is classified as 12 years and younger and children under 7 years of age are not recommended. Child prices are subject to sharing with sole use or twin sharing adults only. Persons under 18 years of age must be accompanied by an adult. Please note some tours are not suitable for children.

## **15. RESPONSIBILITY**

Holiday travel and activities are subject to some degree of risk. Passenger participation in tours operated or offered by Stonestreets may incur certain risks and dangers which are beyond the operators' control including, but not limited to the hazards of travelling in remote areas, travel by boat, train, automobile, aircraft or other means of transportation, the forces of nature and accident or illness in remote regions without means of rapid evacuation or medical facilities. Stonestreets and any carrier companies will not have any liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that Stonestreets will use their best efforts to ensure that adequate measures are taken. Passengers are encouraged to make their own enquiries regarding conditions and safety warnings in relation to the destination they are travelling to. Stonestreets finalise all arrangements for these tours upon the express condition that they cannot accept responsibility or liability for any delays, accidents, injury or damage caused by the airlines, rail, express coaches or any other service the company acts as agents on behalf of arising out of the provision of, or failure to provide these services.

## **16. SEAT ROTATION**

On extended tours, to assist all travellers to enjoy front and window seats and to get to know fellow travellers, a daily seat rotation system may be employed.

## **17. ROOMING ARRANGEMENTS**

Solo travel will attract an additional single supplement rate as charged by our accommodation suppliers. With your permission we can attempt to find someone of the same gender to share a twin share room to avoid the single supplement charge. However we take no responsibility for the suitability of your rooming partner. If a passenger regards their rooming partner as unsuitable, every effort will be made to re-match or arrange single accommodation for the duration of the tour with additional cost to the passenger.

## **18. REFUNDS**

No refund is available after the tour has commenced, in respect of any services unused. For travel insurance purposes, be sure to obtain a medical certificate if you must withdraw from a tour after it has begun for medical reasons.

## **19. DOCUMENTATION**

To meeting booking requirements for flights, cruises or train travel and in some instances to facilitate entry to some attractions or locations, and for insurance purposes, we may require travellers to supply copies of documents at time of booking.

## **20. PRIVACY NOTICE**

Stonestreets collects information about you, including health if necessary, to provide services and products to you, process your travel arrangements, and ensure efficient completion of your travels. We may need to pass on this information to airlines, and other operators, and other agencies for security, customs and immigration purposes. You can have full access to this information by contacting this office.

## **21. USE OF IMAGES**

From time to time our staff may take photos which feature individuals and/or the group, which may be used in future promotional material. If you would prefer not to be included in any photography, please mention this to your tour staff.

## **22. COMPANY LIABILITY**

Stonestreets shall in no circumstances whatsoever be liable to the client or any person travelling with him/her, for death, personal injury, sickness, accident, loss or any misadventure howsoever caused; any act, omission, default of any hotelier, carrier or other person or by servant or agent employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facility or service for client, or any person travelling with him/her howsoever caused; the temporary or permanent loss of or damage to baggage or personal effects howsoever caused.

## **23. ENJOYMENT**

Stonestreets aims to provide all travellers an enjoyable holiday experience and continue to build our proud reputation for doing just that. Should you feel disappointed with any part of your experience during a tour, we encourage you to approach a Stonestreets staff member to discuss the concern so that all possible efforts can be made to address it. We provide the opportunity to give feedback after every tour which we value and use to improve what we do where we can. However we cannot accept liability for any loss of enjoyment whatsoever and howsoever experienced by the passengers for circumstances beyond the company's control. These terms and conditions may be subject to further changes by Stonestreets from time to time and are shown on Stonestreets website. Bookings are made subject to the terms and conditions applying at the time of deposit.