



## Terms and Conditions

These Terms and Conditions form part of your contract with Luxury Womens Tours (the business is owned Jamie Sheriff) ABN 89 484 618 354 of 22 Keel Street, Birkdale Queensland 4159 Australia ('we' or 'us').

And **you/ traveller** means you and everyone on whose behalf you make a booking ('you' or 'your').

Please take time to read and understand these Terms and Conditions carefully as they set out our respective legal rights and obligations when you book a tour with us.

You accept and agree to be bound by these Terms and Conditions by booking a tour with us.

## Bookings & Payment Dates

These rules apply when booking a tour:

- Each person who desires to book a place on the tour is required to complete, sign and return a Booking Form and send it together with a photocopy of the information page (photo page) of your passport to reserve a place on the tour.
- You must provide Luxury Womens Tours with correct personal information for the booking, including your name as it appears on your passport and any Visas, as airlines and local authorities will require this. If you do not provide correct personal information then you must pay any costs imposed to re-issue airline tickets or other documents with correct personal information.
- Your sending the Booking Form to us is treated as an acceptance of these Terms and Conditions.
- Upon receipt of the Booking Form, we will send you an invoice for the deposit. The deposit is due and payable within seven days (unless otherwise provided). The deposit is used to pay for our administrative arrangements and to make reservations for hotels and other land arrangements to be made on your behalf. The deposit is non-refundable.
- On receipt of the deposit, we will reserve a place for you on the tour and we will issue a booking confirmation. Our legal obligations to you to carry out the tour commence at that time. Our legal obligations are subject to these Terms and Conditions.
- If your booking is made more than 60 days before the tour departure date, then we will invoice you for the final payment of the tour price separately from the deposit. The final payment is due and payable 60 days before the tour departure date.
- If your booking is made 60 days or less before the tour departure date then we will invoice you the full tour price (instead of the deposit), due and payable within seven days of invoice. A late booking fee of \$100 may apply.
- Failure to pay the tour price by the due date may result in a late payment fee or the cancellation of your booking and loss of any payments you have made.



- We reserve the right to offer a payment plan for the payment of the tour price to approved applicants.

## Payment

**Prices:** Tour prices are in Australian dollars unless stated otherwise and are inclusive of GST/taxes where applicable. If you are paying in foreign currency you must also pay bank and/ or currency exchange fees.

**Payment:** You may pay by direct deposit, online funds transfers, money order, cash and bank cheque. If so, there is no surcharge for payments made in Australian Dollars to our nominated Australian bank account. All foreign currency transactions will incur bank fees and foreign currency exchange fees which will be passed to you.

If you pay by credit card then a credit card surcharge will apply. The amount of the surcharge will be Mastercard: 1.2%, Visa: 1.4%, American Express: 1.8%, Diner's Club: 2.5%, International: 3%, or as otherwise advised.

Our nominated bank account is:

Luxury Womens Tours

Commonwealth Bank

BSB 062-692

Account Number 42454904

Please make reference to your payment by surname.

**Payment Plans:** Individual payment plans outside our usual payment schedule are welcome with an additional once-off \$95.00 processing fee.

If you are using our payment plan option, you must submit a non-refundable, non-transferable, per person deposit (equivalent to the first month's instalment payment or other amount determined by Luxury Womens Tours in its sole discretion) at the time of booking.

## Tour Pricing

**Price changes:** We operate on the basis of fluid (also known as dynamic) pricing. This is the practice within the travel industry where pricing changes due to various factors including, but not limited to, changing airfares, currency fluctuations, and increases in travel and accommodation arrangements. We reserve the right to change our prices for new bookings without notice. This can mean that different people on the same tour may have been charged different tour prices.

**Price Surcharges:** Once full payment of the tour price has been received, the tour price is guaranteed subject to price changes outside of the control of Luxury Womens Tours, such as increases in currency exchange rates, airfares, fuel surcharges, taxes and other land arrangement costs. Luxury Womens Tours reserves the right to surcharge the tour price in line with such increases. You must pay any such surcharge before the tour departure date.

**Price exclusions:** Tour prices do not include Visas (if applicable), travel insurance premiums, vaccinations and excess baggage fees. Tour prices do not include beverages with



meals, or any meals and sightseeing tours, not specified. You must settle any charges made by an accommodation or services provider for services ordered directly by you such as room service, mini bar, laundry, post, telephone, internet, Wi-Fi charges, items of a personal nature or tips (accommodation providers require validation of a credit card upon check in).

**Local Taxes:** You acknowledge that certain countries may charge an airport/departure tax or their own city/ country/state tax. Some taxes may not be included in the airline ticket and are payable at the airport or accommodation upon departure, or direct at the point of purchase. If not specified, these taxes are not included in the tour price.

**Travel Services not used:** No refund will be given for any pre-booked accommodation, coach tours or other pre-booked services or other travel which is not used. If you do not conform to the itinerary you will not be entitled to refunds for any parts of the tour missed and no variations are allowed. No allowances or refunds will be made for lost or unused tickets or accommodation coupons.

### **Amendments by you**

Amendment requests by you must be made in writing.

Luxury Womens Tours will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation.

An amendment fee of \$50 will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.

### **Variations by us**

If Luxury Womens Tours needs to vary an itinerary or other tour arrangements, or to postpone the tour or part of it, by reason of Force Majeure or for safety or operational reasons prior to the commencement of your tour, and if these variations mean that the tour itinerary is materially different from the original tour itinerary, then Luxury Womens Tours will notify you, and you will have the right to choose from these alternatives:

- accept the variations, subject to agreeing that no claim shall be made for compensation, refund or loss because of the variation; or
- withdraw from the tour and receive a refund less any costs already incurred or charges imposed by third parties; or
- accept a substitute tour subject to paying any additional amount if the substitute tour is more expensive; or
- accept a credit note for the full amount to be used towards another Luxury Womens Tours tour within a specified period of time, and paying any additional amounts if the substitute tour is more expensive. Note: if the credit note is not used within the specified period of time, there is no redemption for cash and no refund for unused portions.



## **Cancellation by You**

If you wish to cancel your place in the tour, we require written notice before the departure date. If you do not present yourself to depart on the departure date, or if you leave the tour before it concludes, you will be treated as cancelling the tour.

On receipt of the notice, Luxury Womens Tours will make refunds to in accordance with the table below, calculated from the date which we receive your written notice of cancellation:

- Over 90 days before commencement: the deposit (less our cancellation fee)
- 90 days to 60 days before commencement: 50% of the tour price (if full tour price has been paid) (less our cancellation fee)
- Less than 60 days: None of the tour price

You agree that the amount retained by Luxury Womens Tours represents a genuine pre-estimate of our loss.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking. Our cancellation charges will reflect our estimate of loss.

A name change is considered a cancellation and although we may be able to substitute a different person into your booking. If cancellation fees are applied by the suppliers this will be passed to the newly booked guest via their invoice

It is strongly recommended that you take out comprehensive travel insurance with cancellation cover at the time you pay your deposit. This may cover cancellation fees for cancellations which arise from specified circumstances.

## **COVID-19 and illness related cancellations**

Prior to departure: If we cancel any tour due to COVID-19 travel restrictions with regards to border restrictions, travel bans and prohibitions on entry. If so, we will do our best to obtain a credit or refund from our suppliers.

Each tour will proceed on a case by case basis and we cannot guarantee that any credit will be transferable to another tour as we use many suppliers each with their own COVID-19 cancellation policies.

Luxury Womens Tours cannot be responsible if you are from interstate and cannot travel to the point of departure due to reimposed border restrictions and travel bans which prohibit your ability to join/depart any of our tours. We cannot be responsible for your unavailability on any re-scheduled tour date due to COVID-19.

Prior to departure or during the tour: If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19):

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the tour;



and as a consequence, you are prevented from commencing or continuing your tour, then:

- if you have already commenced your tour, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the tour. This will be at your cost.
- if you have not commenced your tour, we regret we will not be in a position to provide such assistance.

It will be treated as a Force Majeure cancellation.

We will not be responsible for any loss or expenses incurred by you in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your tour in these circumstances.

### **Force Majeure Cancellation**

If your travel arrangements cannot proceed due to a natural disaster such as flood, fire, hurricane, cyclone or earthquake, or war or civil strife, acts of terrorism, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other reason beyond our reasonable control, then the travel arrangements cannot proceed due to **Force Majeure**.

If so, we may elect to:

- reschedule your travel arrangements, in which case we will issue you with a credit equal to amounts paid; or
- cancel your travel arrangements, in which case our contract with you is at an end.

If we need to cancel your travel arrangements due to Force Majeure before travel, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.

Any credit issued by us may be used towards another Luxury Womens Tours tour within a specified period of time, and paying any additional amounts if the substitute tour is more expensive. There is no redemption for cash and no refund for unused portion of the credit.

If we need to cancel your travel arrangements due to Force Majeure after your tour has commenced, we will provide you with a refund of recoverable third party costs only.

If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

### **Cancellation by Luxury Womens Tours**

If a tour is based on a minimum number of people travelling, we will advise you prior to confirming your booking. If a tour fails to satisfy our minimum number requirement, then we



may cancel the tour. You must not book flights until we confirm that minimum numbers have been achieved.

If we cancel your travel arrangements for reasons other than Force Majeure (such as insufficient numbers), you will be offered (at your election) a refund of all funds paid, or a credit towards the cost of a tour of substantially equal or better quality if appropriate.

We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled.

## **Passports and Visas**

These rules apply to passports and visas:

- A valid passport is required for all programs. Your passport must have a minimum 6 months validity from the due date of your return and have at least two blank pages. This is an entry requirement in many countries. If you are not travelling on an Australian passport, you may need a re-entry permit to enter Australia.
- You are responsible for obtaining all necessary visas, inoculations and preventative medicines as you may require for the duration of the tour. This cost is not included in the price of a tour.
- If you are denied entry into a country because of an invalid or non-conforming passport or you do not hold the correct visa or other entry requirement, and you are unable to participate in the tour or any part of it. This will be treated as a cancellation by you.
- We may provide up to date information and supporting documentation as required, concerning passport, visa and health requirements in good faith. This information is general and will vary between countries and is subject to change.
- You remain responsible for checking current requirements before departure and taking all relevant travel documents and all relevant precautions on your holiday by subscribing with [www.smartraveller.gov.au](http://www.smartraveller.gov.au) to view travel advice and to receive an email when an update of travel advice or an SMS when there's a critical alert for the country or countries to be visited on the tour.
- We will not be liable for any failure by you to follow these rules or responsible for any costs or losses incurred as a result of such failure.

## **Fitness and Medical Conditions**

These rules apply to fitness and medical conditions:

- All of our tours and private travel options require at a minimum that participants have a reasonable degree of fitness enabling 1-2 hours general daily walking and 1-1.5 hours standing on any given site visit or activity. Some sites have uneven terrain and are accessed by climbing slopes or steps. Our tours and private travel options are not suitable for those who walk slowly, need support, or lack stamina.
- All Luxury Women's Tours are graded as: Easy.  
A reasonable level of fitness and good health is required to participate. You will need to be



able to walk for a few hours at a gentle pace, remain standing in museums and historic sites and get on and off transport by yourself.

- If you have any pre-existing medical conditions or a disability that may affect your participation in the tour or necessitate special arrangements being made for you, you must notify us before booking.
- Out of respect for your fellow travellers, we reserve the right to refuse your participation if your fitness level is below the recommended grade. If during the tour it transpires that your level of fitness is not adequate, you may be asked by the Tour Leader to opt out of certain visits, or requested to leave the tour altogether.

## **Health and Medical**

- We do not provide any medical advice or advice as to fitness for travel.
- You will be travelling to regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than the standard that you are used to at home.
- You assume the risk that lower standards bring to your health and safety.
- It is your responsibility to consult with a health professional to ensure you are physically fit enough to participate in the tour. You are the best judge of your own condition and limitations, and you acknowledge that it is incumbent on yourself to fully disclose the extent of any conditions or limitations to us and to your health professional.
- You should seek advice from a travel medicine practitioner as to vaccinations and medications that are recommended for the tour.
- You understand that you are under a duty to inform us at the time of the application of any medication requirements, allergies and other physical or mental condition or limitation that might disable or render you unable to participate in or safely complete any part of the tour. You understand that you are required to notify us of any changes to your medical conditions, post booking confirmation.
- It is your responsibility to seek professional advice from a physician, on the potential risks and physical and mental demands of the tour and any vaccinations and medical precautions that may be required. It is your responsibility to notify the physician of the locations visited whilst on tour, in accordance with the itinerary you receive with confirmation of booking.
- The condition of medical facilities available on your tour varies. We make no representations and give no warranties in relation to the availability or standard of those medical facilities.
- If an incident occurs, you will be required to complete an incident report form.
- We shall not in any event be held liable for any consequence arising out of your failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the tour.



- Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.
- You are responsible for your own health prior to joining any of our tours/mini breaks/events. You must not be showing ANY flu-like signs or symptoms in the 14 days prior to your departure. If the Tour Leader believes you are showing flu-like signs or symptoms prior to your tour departure you will not be able to join our group and no responsibility will be taken for any loss of tour monies paid. Please ensure you have adequate travel insurance.
- Hand Sanitiser and Masks will be available on all tours. It is also recommended you bring your own personal supply. Luxury Womens Tours -- will adhere to any COVID-safe guidelines that are in place at the time of departure. These guidelines may change due to tour departure dates and current Government guidelines.

## **Travel Insurance**

- Comprehensive travel insurance is compulsory. You must take out your own comprehensive travel insurance cover for the full duration of your tour and for the countries in which the tour is to take place.
- The travel insurance cover must include emergency medical expenses, hospital and pharmaceutical expenses, personal injury, death, evacuation and repatriation. It is strongly recommended the cover includes cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience that may occur to you, as a result of loss, damage, injury, delay or inconvenience to you and your personal possessions while traveling.
- All participants must provide the following information no later than 30 days prior to the tour departure date:
  - your travel insurance confirmation
  - the emergency telephone number of your insurance company
  - next of kin emergency contact
- **If you fail to provide your travel insurance confirmation, you will not be able to go on the tour.**

## **Baggage and Personal Effects**

- Porterage for 1 suitcase per person on tour is included in the tour price. Baggage allowance is a maximum of 23 kilograms per person in economy; 30 kilograms per person in business and 40 kilograms in first. We recommend no more than 1 medium suitcase (preferably with wheels) plus carryon per person and a small suitcase for Australia/NZ domestic trips. Safari flights have specific requirements and will be advised during the



booking process. Excess baggage fees for charter, international and domestic flights will be your responsibility.

- We accept no liability for loss, theft of or damage to baggage or personal effects. In particular, we are not responsible for, and in no event shall be liable for:
  - Personal belongings lost or stolen while unattended by you in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by us or elsewhere; or
  - Loss or damage of valuables or other articles left in or on facilities or accommodation used on tour, such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation.

## **Accommodation**

Luxury Womens Tours utilizes various accommodation such as hotels, Airbnb and bed-and-breakfasts to house travellers during a tour. Each tour will vary in terms of the accommodation used.

Whilst every effort is made to ensure accommodation and rooming arrangements are the best available for each traveller, these arrangements are provided by third party accommodation providers and cannot be guaranteed. Requests for smoking /non-smoking rooms will be passed onto accommodation providers, but cannot be guaranteed. In heritage accommodation, room size and layout can vary from room to room. You are responsible for any costs incurred as a result of changing your room at your discretion, damage or excess cleaning fees.

Shared room accommodation with twin beds, will be provided (double, triple or multiple bedded rooms) as standard. If single room accommodation is available, it will be at an additional charge and must be requested at the time of booking. Room and bed preferences are not guaranteed. Check-in times vary worldwide. Luxury Womens Tours cannot control or guarantee check-in times.

If you share a room with another traveller then Luxury Womens Tours accepts no responsibility for the suitability of the other traveller. If during the tour you consider the other traveller unsuitable to share with, Luxury Womens Tours will endeavour to arrange single accommodation (if available) for you at your additional cost. If you are aware of any personal issue you may have, such as snoring, which would make you incompatible to share a room with, then you must disclose the issue prior to opting to share a room or any change in rooming arrangements will be at your additional cost. If you have booked and agreed to share a room but no other traveller can be found to share prior to the date of departure, you must pay the applicable single supplement for the tour.

## **Local Laws**

All participants on the tours we operate are expected to obey the local laws of the countries visited.

Local laws and customs will be different to those in your home country.



You are responsible to familiarize yourself with, and respect, local laws and customs and behave accordingly to not offend customs, especially in religious areas.

We accept no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your tour or travel arrangements if you are detained by local authorities for breach of local laws.

### **Covid-19 precautions**

You are responsible for your own health prior to joining our tour.

You must not be showing any flu-like signs or symptoms in the 14 days prior to the departure date. If we believe (acting reasonably) that you are showing flu-like signs or symptoms prior to your tour departure you may not be able to join our group without proof of a Covid-19 inoculation at least 14 days prior to the departure date. This will be treated as a cancellation by you.

We will aim to have hand sanitiser and masks available on our tour. It is also recommended you bring your own personal supply. We will adhere to any COVID-safe guidelines that are in place at the time of departure. These guidelines may change between time of booking and the tour departure date and be in accordance with current Government guidelines.

### **Assumption of Risk**

You understand that serious accidents may occur during the tour and that you could sustain fatal and/or serious personal injury.

The tour may take place in a remote location where there is little or no access to traditional medical services or hospital facilities for serious and/or particular health issues. You will also be visiting places where the political, cultural, and geographical attributes of the location present risks and physical challenges that are greater than those present in your country of residence.

It is your own responsibility to familiarize yourself with travel information which identifies the risks inherent in connection with your participation in the tour. It is recommended that you visit the website of the Australian Department of Foreign Affairs and Trade at [smartraveller.gov.au](http://smartraveller.gov.au) for information about the destinations you will travel to.

You acknowledge and agree to assume responsibility for and the risks inherent in the tour which may include injury, death, property damage, and/or any other kind of liability, whether foreseen or unforeseen, which may occur during your participation in the tour.

### **Limitation of Liability and Liability Waiver**

- We make arrangements with a network of third-party suppliers (companies, government agencies and individuals) to provide you with some or all of the components of your tour.
- We cannot be held responsible for any personal injury, death, damage, loss, accident, or delay as a result of failure or negligence of any third-party suppliers.



- We are not liable if an airfares purchased by third-party travel agents or suppliers are unable to be cancelled or changed (with or without a fee) or refunded if a tour is cancelled or the itinerary is changed.

You accept without signing a separate document, this liability waiver to acknowledge your assumption of the risks on tour:

I, the participant, to the fullest extent permitted by law do:

1. release Luxury Womens Tours, its officers, employees, agents and representatives (“you”) from any liability for any loss, death, injury or damage which I may suffer (directly or indirectly) in connection with or arising out of my participation in the tour;
2. waive any claims I may have against you arising out of or in connection with my participation in the tour;
3. agree, to the extent permissible by law, to any condition or warranty otherwise implied by law into the tour contract is excluded, and to the extent they are unable to be excluded, is limited to the provision of an equivalent tour or the amount of the tour price;
4. exclude any claims against you for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages;
5. release and indemnify you from any loss, damage, costs, expense or claim arising out of the use of images of you including action for defamation, libellous material, breach of privacy and/or copyright.

## **Responsibility**

### **Where we sell travel arrangements as agent:**

We will tell you if we are selling travel arrangements as agent. If so, you agree that our responsibility to you is limited to making bookings for you with the principal supplier of the travel arrangements.

You agree that the principal supplier’s booking conditions will apply to your travel, and that any claim you make in connection with the supply (or failure to supply) those travel arrangements must be made directly against the principal supplier. We will in no way be responsible for the actions or failures of the principal supplier or any person engaged by them in the performance of the travel arrangements.

### **Services supplied by independent suppliers:**

Where a third party over whom we have no direct control (an **Independent Supplier**) is the supplier of travel arrangements that form part of your tour, you acknowledge that our obligations to you are limited to selecting a reputable Independent Supplier and making the booking with the supplier to provide the travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e. operators of transport) and common carriers.



To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury, death or delay attributable to the actions or omissions of an Independent Supplier.

You acknowledge that all coupons, vouchers, receipts and tickets issued by the airlines, hoteliers and transportation companies and other service providers are issued subject to the terms and conditions of liability contained in those documents, which may limit or exclude liability for death, personal injury, delay, and loss of or damage to baggage and are subject to the laws of the country where the services are provided.

**Services we directly supply:**

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

**General liability limitation:**

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee times which are outside of our control. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties other than to the extent we are entitled to do so as a provider of recreational services. That is, we exclude liability for:

- (a) death; or
- (b) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); or
- (c) the contraction, aggravation or acceleration of a disease of an individual; or
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
  - (i) that is or may be harmful or disadvantageous to the individual or community; or



(ii) that may result in harm or disadvantage to the individual or community.

In addition, various International Conventions may apply to limit our liability and the liability of our suppliers for personal injury, death, delay, loss and damage to baggage.

## **Complaints**

If you have a complaint about any of the tour arrangements, you must bring it to the attention of the Tour Leader or other representative of Luxury Womens Tours or the local supplier as soon as practicable so that they may use their best endeavours to rectify the situation. It is only if we are made aware of any problems that there will be the opportunity to put things right.

We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your travel arrangements.

We value constructive criticism and feedback, to allow us to better the experience and to increase awareness of our tours. Feedback forms at the end of each tour may be provided for your completion.

## **Privacy**

You will be providing Luxury Womens Tours with your personal information during the booking process to allow us to process your booking. We will also use your information to keep you up to date with business offers and product information – you can opt out of this at any time.

Luxury Womens Tours will keep your personal information securely, and if that information is critical and/ or sensitive, it will keep it in confidence.

In certain circumstances Luxury Womens Tours must provide your information to third parties such as accommodation providers and tour operators, customs and immigration authorities, some of whom are overseas and may not have the same level of protection of personal information as in Australia.

By providing this information, you authorize us to handle your personal information in accordance with Australian Privacy Principles.

For more information, refer to our [Privacy Policy](#).

## **Exclusion during Tour**

Luxury Womens Tours reserves the right to exclude you from the tour, request you to leave or to remove you at its sole discretion from the tour if your health, safety or conduct is deemed a risk or incompatible with the interests of the other travellers and the tour or if you bring prohibited substances and materials on tour you will be asked to leave the tour immediately.

In such event, Luxury Womens Tours and the tour escort are not liable for any direct or indirect costs, losses or expenses incurred by you.



## **Applicable Law, severance**

Australian Law, and where applicable, the laws of the State of Queensland are the laws applicable to our contract, and the Federal Courts and the Courts of Queensland have exclusive jurisdiction.

There are a number of Australian laws pertaining to fair trading and privacy including the Australian Consumer Law and the Australian Privacy Principles. Dispute resolution services are also available in each Australian State and Territory.

If any provision of our Agreement with you is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

## **Authority of the tour leader**

At all times the decision of the Tour Leader will be final on all matters likely to affect the safety and well-being of the tour.

This includes any decision that the leader makes about your on-going participation in the tour or certain activities that comprise part of the tour. If you fail to comply with a decision made by a leader, or interfere with the well-being of the group, then the leader reserves the right to terminate your participation in the tour and request you to leave the tour immediately, with no right of refund.

## **Photography and Images**

Luxury Womens Tours reserves the right to take photographs, video and other images during the tour including of you, and to use these images for promotional purposes during the tour and afterwards.

By booking a tour with us, you consent to our use of these images of you taken during the tour for advertising and promotional purposes in any medium we choose. Such images will comply with rules which generally apply to images displayed in public media.

You grant us a perpetual, royalty-free, worldwide, irrevocable licence to reproduce these images for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

If you prefer that your image not be used are asked to identify themselves to our office staff or your Tour Leader at the beginning of your tour, so that your images are not reproduced.

## **Wi-Fi**

Wi-Fi connectivity may or may not be available during the tour. If available, it may be delayed, slowed, or otherwise interrupted. Luxury Womens Tours has no obligation to provide participants with Wi-Fi connectivity during the tour.

## **Optional Activities / Free Time**



We accept no liability for any activity that you have chosen to do outside of the tour itinerary. The contract for that activity will be between you and the third party activity provider and you partake in such activity at your own risk.

We are not responsible for the provision of such activities or for anything that happens during the course of its provision by the third party activity provider.

While on tour you may have the opportunity to enjoy activities in your free time outside the tour itinerary. These may involve catching taxis or using public transport to shopping/dinner locations or other destinations. Luxury Womens Tours will not be liable for any accident, injury, death, property damage or other loss occurring in relation to such activities.

## **Entire Agreement**

These Terms and Conditions form part of the suite of agreements between Luxury Womens Tours and you. The other agreements are: Overview, Tour Details, Itinerary, Booking Form, Tour/Travel Service Booking Conditions and Travel Participation Waiver. Together these documents form the entire Agreement and no other representation, term, warranty or condition can be express or implied.

We may act as agent for the principal suppliers of some of the travel arrangements we sell. Where we act as agent, your contract for the delivery of travel arrangements will be with the principal supplier, and will be subject to their booking conditions. We will advise you prior to confirming your booking if we are acting as agent and we will confirm the details of the principal supplier. Our responsibility to you where we sell travel arrangements as agent for the supplier is specified in the 'Responsibility' section.

## **Inconsistency**

If there is any inconsistency between the documents, which form the entire Agreement, the Terms and Conditions prevail.

You accept there may be variations to the Overview, Tour Details and Itinerary from time to time at the sole discretion of Luxury Womens Tours without notice to you. Any variations made by you to the entire Agreement must be agreed with Luxury Womens Tours in writing.

## **Promotional Material**

You accept that Luxury Womens Tours endeavours to provide you with clear, accurate and timely information about destinations and tours, but as we rely on third parties provide that information, no guarantee as to accuracy can be given. Anything described may be subject to change at any time.

Maps and photographs are included for general information only and may be digitally enhanced and/ or not reflect actual locations, services, quality, routes or distances.

Luxury Womens Tours reserves the right to change information displayed in its promotional material and Agreement at any time without notice to you unless prohibited by law.

## **Assignment**



Luxury Womens Tours may at its complete discretion assign or novate all or any of the rights and liabilities arising under or by virtue of the entire Agreement to a third party.