

## BOOKING TERMS AND CONDITIONS

Walk into Luxury Pty Ltd (ABN 11 167 521 164) (**Company**) arranges tours in Western Australia including accommodation, food and wine, activities and transportation provided both by the Company and by third party service providers. These booking terms and conditions apply exclusively to every contract for services by the Company to a Customer, including through an agent, and cannot be varied except as expressly agreed in writing by the Company.

### 1. Definitions

**Customer** means one or more persons purchasing Travel Arrangements from the Company, whether directly or through a third-party agent.

**Travel Arrangements** means the travel arrangements made by the Company including all Products.

**Product** means the individual products that together form the Travel Arrangements, for example accommodation, transfers, food and wine, activities and tours.

**Service** means the booking and payment services supplied by the Company.

**Supplier** means the supplier of a Product, which may be the Company or a third-party supplier.

### 2. Pricing

- a) Price - All prices are quoted in Australian dollars and are inclusive of GST. Pricing is per person twin share unless otherwise stated. A holiday surcharge may apply during peak periods.
- b) Price changes - The Company makes every effort to maintain current pricing on its website and in information it distributes by other means, however it reserves its right to change the price charged for Travel Arrangements without notice. Price changes apply to new bookings only and a Customer will pay the price quoted at time of booking.
- c) Surcharges – the price of the Travel Arrangements is subject to the possibility of surcharges, which may arise due to a change in Product prices, holiday peak rates and other increases in connection with the Travel Arrangement. Any applicable surcharges will be communicated during the quoting and booking process.
- d) Single supplement – Pricing of Travel Arrangements are twin share based on two adults sharing a bedroom (twin share). Where a solo traveller joins a small group tour (such as the 4 day Cape to Cape Walk), a single room supplement of \$400 (or other amount as advertised and advised at time of booking) is payable to secure their own bedroom with ensuite. This may be within a two bedroom/two bathroom villa, with a fellow solo traveller in the other bedroom. Where booking onto a small group tour in a party of three, the twin share rate applies if the three guests share a two-bedroom villa (ie two guests in one room, one guest in the other); the single room rate applies if each guest requires their own room (ie requiring more than one villa). For all private tour options, any single supplement will be confirmed during the quoting and booking process, but will not exceed 75% of the twin share rate.
- e) Basis of price – Travel Arrangement prices are quoted for the entire package and itemised component costs cannot be given. Travel Arrangement pricing may be based on Products being booked for all Customers in the Booking, and accordingly Customers must travel together throughout the Travel Arrangements, unless variations are explicitly agreed.
- f) Exclusions from the price – Travel Arrangements price does not include airfares, arrival and/or departure taxes, Visa requirements, insurance, personal expenditure including phone calls, laundry and room service. Food and wine is included only to the extent expressly stated in the booked itinerary.

### 3. Minimum numbers

- a) Private tours - With the exception of Travel Arrangements involving a small group walking tour supplied by the Company, two persons are required to proceed with a booking of any Travel Arrangements.
- b) Group walks - A single customer may book onto a small group walk that includes other participants. A total of three participants is required for a group walk to proceed as scheduled. In the event of only two participants in total booking onto a group walk, the departure will proceed with minor alterations to make the itinerary suitable and viable for just two participants, as determined by the Company. These alterations will be advised by the Company at least 14 days prior to your departure date in the event that there are only two confirmed participants at that time. Customers may request information from the Company about the potential alterations to the small group walk at the time of booking if they require this information in advance. In the event that only one customer has booked onto a departure, the customer will be notified 14 days prior to their walk of the cancellation of the departure and given the opportunity to rebook onto another departure or the option of a refund.

### 4. Payments

- a) Payment of a deposit indicates the acceptance of these terms and conditions. Unless otherwise agreed at the time of booking, a 50% deposit is required to secure your Travel Arrangements booking.
- b) Balance payments are due 30 days prior to the Travel Arrangement departure date.
- c) Payments may be made by direct deposit, Visa debit, or by credit card. Visa and Mastercards are accepted. Credit card payments incur a surcharge of 2%. Where a guest pays the deposit by credit card, the balance may be deducted from the Customer's nominated credit card at the due date unless paid prior. We will always notify you prior to doing this.
- d) International payments may incur transaction fees from your bank and the Company's bank. The Company reserves the right to pass on any bank charges incurred in receiving international funds into its account.

### 5. Cancellation

- a) Notice of cancellation must be received in writing to [info@walkintoluxury.com.au](mailto:info@walkintoluxury.com.au).
- b) The following cancellation fee is payable to the Company in the event of a cancellation of Travel Arrangements by the Customer:
  - I. More than 60 days' written notice prior to Travel Arrangement departure date: \$500 per Customer
  - II. Within 60 days' written notice prior to Travel Arrangement departure date: 50% of the Travel Arrangement price
  - III. Within 30 days' written notice prior to Travel Arrangement departure date: 100% of the Travel Arrangement price.
- a) The Customer may incur additional cancellation fees from suppliers, including flight providers and local agents.
- b) The Company may treat a booking as cancelled and apply the relevant cancellation fee where the Customer fails to pay the balance payment at the due date.
- c) The Company may, at its sole option, where circumstances outside of its control affect the provision of Travel Arrangements or any Product or Products (such as natural disasters and Acts of God, fire, flood and extreme weather events, terrorist events, war,

strikes, port or airport closures, technical issues with transportation, alteration or cancellation of a scheduled Product or any part of a Product), cancel scheduled Travel Arrangements at any time at its sole discretion, in which case the Company will:

- I. Offer the Customer alternative Travel Arrangements or Products of comparable standard as may be appropriate in the circumstances; or
  - II. If alternative Travel Arrangements are not offered, the Company will make a prompt refund of monies paid by the Customer (or proportional refund taking into account any portion of the Travel Arrangements already provided).
- d) The Company will not be able to cover additional costs you may incur if your Travel Arrangements are cancelled, changed or rescheduled. We strongly recommend all Customers purchase travel insurance to cover such costs in the event that they become payable.
- e) Products not utilised – No refund is available in respect of Products not utilised, such as transportation, activities and accommodation.

## **6. Liability**

- a) Loss - The Company is not liable for and accepts no responsibility for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain or suffering, damage, injury, accident, delay or irregularity occasioned to the Customer in connection with the provision of Services, Products or the Travel Arrangements, except to the extent caused directly by a negligent act of the Company and then only to the extent the loss was reasonably foreseeable. Nothing in this condition is to be interpreted as excluding, restricting or modifying the application of any relevant Australian State or Federal legislation.
- b) Visa requirements – The Customer acknowledges and accepts that the Company will not be liable in the event that the Customer fails to obtain any required passport, Visa or permit required to undertake the Travel Arrangements.
- c) Travel Arrangements may involve physical and nature-based activities, including bush walking, that contain some inherent risks of physical harm, personal injury or death to participants. By booking a tour, you are accepting the risks associated with undertaking such activities, which may include the risk of snake bites, insect bites, unpredictable tides, bush fire, drowning and extreme weather (heat and storms). By making a booking, the Customer accepts these risks and agrees the Company is not liable for any loss, injury, death or damage whatsoever sustained in relation to a Product or the Travel Arrangements, unless directly caused by a negligent act of the Company.
- d) In the event that the Customer becomes unwell, injured, or lost while experiencing a Product, the Customer agrees to indemnify the Company for any costs incurred by the Company in arranging emergency evacuation or transportation, medical treatment, or other related costs.
- e) Medical conditions – The Customer must notify the Company of any pre-existing medical conditions that might reasonably be expected to affect the Travel Arrangements. The Customer agrees and acknowledges that the Company will not be responsible for any pre-existing medical condition or health issue of the Customer that may preclude, delay or interfere with the Travel Arrangements. The Company strongly recommends Customers aged over 69 years of age, or guests with any medical conditions or concerns, obtain a medical certificate confirming they are fit and healthy to undertake their chosen Travel Arrangements. Customers acknowledge and accept that they are sole responsible for having required medication (including epi-pens for allergies) with them and for advising suppliers of such medication prior to commencing any service or Product with that supplier.

## **7. Insurance**

- a) Unforeseen circumstances may result in you having to change your plans or even cancel at the last moment or after your trip has commenced. To protect non-refundable deposits and payments, and to cover unforeseen costs that may become payable, due to changes in your plans, or circumstances that impact the Company's ability to deliver your tour as booked, we strongly recommend you purchase comprehensive travel insurance. This is available from travel agents, some health care and credit card companies and via various websites. Please be sure to consider such things as pre-existing medical conditions, valuable items, out of pocket expenses and indirect costs in the event your tour is cancelled or amended, and that the policy is right for you.
- b) Appropriate ambulance cover may also be required for domestic travellers, separate to your travel insurance cover. Speak to your insurance advisor to determine whether this is included within your travel insurance policy.

## **8. Privacy**

Any personal information that the Company obtains from the Customer, or about the Customer from its representative, is necessary for the Company's business purposes or to supply the Travel Arrangements, Products and Services, and may be used for answering the Customer's questions, arranging Travel Arrangements, operations and administration, marketing of the Company's services and other related purposes. The Company will not disclose your personal information to a third party except to suppliers of your Travel Arrangements, Great Walks of Australia where you are undertaking the Great Walk offered by the Company, or to an adviser of the Company, or where required by law.

## **9. Miscellaneous**

- a) Different Products included in the Travel Arrangement may have specific terms and conditions applicable to the Product. These will be communicated during the quoting and booking process. While the Company makes all reasonable endeavours to ensure all Products are of the highest standard, the Company makes no representations or warranties as to the quality or specific characteristics of individual Products.
- b) Waiver – The Company's failure to enforce any of the condition will not be treated as a waiver of any right or condition under this agreement.
- c) Governing law – These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia and Australia. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts and tribunals of Western Australia and courts able to hear appeals from them.