

## The Tailor Pty Ltd (The Tailor) Luxury Day Tours – Terms and Conditions

The Tailor Luxury Day Tours Website enables users to research, find, and book unique Luxury Day Tours in Australia. The Tailor offers a variety of Luxury Day Tours and Vouchers, made available by The Tailor's selected Suppliers to provide unique Luxury Day Tour experiences.

The Products made available on this Website are offered to you conditional on your acceptance of the following terms and conditions. When you purchase Products via The Tailor Website, or in any other permitted manner, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read the Agreement carefully; it contains information concerning your legal rights and limitations on these rights.

These terms and conditions apply only to the use of The Tailors Luxury Day Tours section of the Website found at [www.thetailor.rezdy.com](http://www.thetailor.rezdy.com)

### Interpretation

#### 1.1 In this Agreement:

'Agreement' means these terms and conditions that apply, without any modification whatsoever, to all Products purchased by a Client via the Website.

'Booking' means the reservation and purchase of a TT Luxury Day Tour, or the purchase of a Voucher, via the Website.

'Client' means the person or company making a Booking on the Website, and if there is more than one person or company making the Booking, this Agreement binds them jointly and severally.

'Luxury Day Tours' or 'Tour' means luxury day tour or tours available on the Website and, where the context implies, the specific Luxury Day Tour Booked by the Client.

'Privacy Policy' means the privacy statement displayed on the Website.

'Product' or 'Products' means Luxury Day Tours or Vouchers available on the Website.

'TT' means The Tailor Pty Ltd ACN 068 690 700

'TT LDT' means TT's Luxury Day Tours

'Supplier' or 'Suppliers' means third party providers and operators of luxury day tours or travel engaged by TT to provide Luxury Day Tours or other Products or services offered on the Website.

'Voucher' means the online voucher, gift voucher or gift certificate purchased via the Website for a specified Luxury Day Tour or for a specified monetary amount redeemable for, or towards the

price of, a Luxury Day Tour selected by the recipient of the Voucher.

'We', 'Us' or 'Our' means and is a reference to TT.

'Website' means the TT and the TT LDT Website that enables users to research, find and Book Products.

'You' means the Client as a party to this Agreement.

1.2 The terms Booking, Client and Supplier will have the same meaning as in Our Privacy Policy.

1.3 TT in conjunction with selected Suppliers offers various Luxury Day Tour experiences. Bookings are subject to the Suppliers' terms and conditions. Refer to clause 9.

1.4 We reserve the right to change or modify all or any part of these terms and conditions, without notice, by posting changes to the LDT section of the TT Website. Any amendments to these terms and conditions take effect immediately upon posting to the Website. The terms and conditions that form this Agreement are those that are current at the time that You make a Booking.

1.5 This Agreement applies to all Products and services available on the LDT section of the Website and applies to Bookings made on the Website whether made online, through any mobile or tablet device, by email or telephone. By using the Website or any other means referred to in this clause, to make a Booking You acknowledge and represent that You have read, understood and agreed to the terms and conditions in this Agreement.

1.6 By making a Booking through the LDT section of the Website you warrant that you are at least 18 years old and able to enter legally binding obligations.

1.7 The term "via the Website" includes making any transaction in respect of a Product available on the Website if made by any other means permitted by TT in accordance with this Agreement, including but not limited to, Bookings made by telephone or email.

1.8 All prices are quoted in Australian dollars unless otherwise specified. Payments must be made in the currency quoted. TT reserves the right to adjust prices quoted in currencies other than Australian dollars to reflect fluctuations in foreign exchange rates or tariff markets. All prices are GST inclusive unless specifically stated to be GST exclusive.

### 2. Making a Booking

2.1 You can make a Booking direct on the Website or by contacting TT LDT Customer Service Centre by telephone or email.

2.2 You agree to make a full payment for the Tour at the time of making a Booking. Payment can only be made via a debit to your nominated credit card, debit card or other payment method offered on the LDT section of the Website.



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- 2.3 The total amount that You will need to pay for your Booking will be shown to You prior to Your accepting the terms and conditions of this Agreement and pressing the Pay Now or Book Now button on the Website.
- 2.4 TT LDT reserves the right to withdraw, change, cancel or reallocate the Tour components, the tour cost and the departure date at its discretion at any time before the Booking is confirmed. However, if such changes are made We will provide You with the option to accept the altered Tour components or to cancel the Booking and receive a full refund.
- 2.5 Any variation requested by You to a Tour Booking must be made in writing to TT LDT. We may, in our sole discretion, decide whether to accept a request for variation. We reserve the right to charge an administration fee of up to \$100 per person per variation. The Client must pay any extra cost arising from the variation including any applicable cancellation fees incurred by TT LDT from Suppliers, and the administration fee, immediately. TT LDT reserves the right to immediately pass the surcharge on to you via your nominated payment method as set out in clause 2.2 without notice
- 3. Contact Details Given to Luxury Day Tour Suppliers**
- 3.1 It is Your responsibility to ensure you enter Your email address and other contact details correctly when you complete the Booking on the Website. Failure to do so may result in loss or incorrect delivery of the email confirmation of your Tour. The Supplier will be expecting You; You may end up forfeiting your reservation on the Tour subject to the TT LDT terms and conditions.
- 4. Prices, Payment, Surcharges**
- 4.1 TT LDT will use all reasonable efforts to maintain the Tour cost as quoted at the time of Booking. However, TT LDT reserves the right to pass on as a surcharge any cost increases due to circumstances outside its control. We will notify Clients in writing as soon as We are aware of any likely surcharge. However, TT LDT reserves the right to immediately pass the surcharge on to you via your nominated payment method as set out in clause 2.2 without notice. If the surcharge is not paid within the time stipulated on the invoice, We may, in Our discretion, construe such non-payment as a cancellation by You and the provisions of the cancellation clause will apply.
- 5. Cancellations and Refunds**
- 5.1 If a Supplier needs to cancel a Luxury Day Tour for any reason, you will be notified as soon as possible in order to reschedule a convenient alternative date. If an alternate date cannot be arranged or agreed, then you will receive a refund.
- 5.2 If refund deemed appropriate, the refund excludes any delivery or transaction fees paid at the time of purchase. Only the purchaser is entitled to a refund.
- 5.3 The Client must notify TT LDT in writing if it wishes to cancel any Booking and will be effective only upon written acknowledgement by TT LDT's Customer Service Centre. Refunds for cancellations are subject to the deduction of the applicable cancellation fee set out below.
- 5.4 If a cancellation is made more than 30 days prior to Tour departure the cancellation fee is 25% of the Tour price.
- 5.5 If a cancellation is made more than 14 days but less than 30 days prior to Tour departure the cancellation fee is 50% of the Tour price.
- 5.6 If a cancellation is made less than 14 days prior to Tour departure, or for a non-appearance to commence the Tour, the cancellation fee is 100% of the Tour price.
- 5.7 No refunds are payable for 'change of mind'.
- 5.8 No refunds are payable to the Client for any changes to the Tour requested by the Client after departure, the Client's failure to appear for the Tour or any component part of the Tour, the Client leaving the Tour after its commencement, the Client being excluded from the Tour or any component part of the Tour in accordance with this Agreement.
- 6. Expiry and Extensions of Vouchers**
- 6.1 Vouchers are non-refundable and a Tour must be Booked and taken within 12 months of purchase. Once a Voucher has expired TT LDT is under no obligation to offer an extension; however, We will assess requests for an extension of the Voucher expiry date on a case-by-case basis. Extension requests are reviewed by Our Customer Experience Team via email at CONTACT US on the Website. Any request for an extension of a Voucher that is over 1 month past the expiry date will not be considered.
- 6.2 Any unused value of an expired Voucher will become the property of TT LDT.
- 7. Complaints/Dispute Resolution**
- 7.1 Clients should immediately notify the Supplier of any complaints so that issues may be addressed on the spot where possible.
- 7.2 Clients who have any cause for complaint while travelling must immediately notify TT and the relevant Supplier to give TT and the Supplier the opportunity to remedy the complaint. Notification to TT should be in writing to and sent to TT's Customer Service Centre.
- 7.3 In the event that the Supplier has not been able to resolve the Client's complaint, the Client should notify TT LDT as soon as practicable, and no later than 14 days after the event that led to the complaint.



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- 7.4 TT will not accept responsibility for complaints received more than 14 days after the occurrence of an event leading to the complaint.
- 7.5 Both TT and the Client will use alternative dispute resolution procedures to resolve disputes prior to resorting to legal proceedings.

## 8. Suppliers

- 8.1 The Client acknowledges that the Suppliers are independent contractors and are not under the direct control of TT, and are not the agents or employees of TT.
- 8.2 TT does not warrant the performance of any Supplier, and the Client releases TT from liability for any loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client which arises from any act or omission of a Supplier or failure by a Supplier to meet the Client's expectations.
- 8.3 Suppliers provide services in connection with the Luxury Day Tour pursuant to their own terms and conditions, which the Client must comply with.
- 8.4 Baggage and personal property is the responsibility of the Client. Restrictions may apply as to the weight, number of items and nature of the baggage and property that may be taken on any Tour. The Client must comply with such restrictions. Clients should check with the Supplier of the Tour whether any such restrictions apply. TT is not responsible for, and the Client releases TT from any liability, for any lost or damaged baggage or other personal property.

## 9. Medical Conditions

- 9.1 It is the Client's sole responsibility to take all appropriate medical advice prior to departure as to whether the Client is fit enough to undertake the specific Luxury Day Tour.
- 9.2 The Client acknowledges that medical services and facilities may not be readily available during the Tour, and that no medically qualified personnel will accompany the Tour.
- 9.3 The Client must inform TT LDT prior to commencement of the Tour of any medical conditions, which may affect the Client's ability to participate in the Tour.
- 9.4 The Client acknowledges and agrees that TT LDT and its Suppliers may, in their sole discretion, exclude the Client from the Tour or any activity if TT LDT or a Supplier considers that the Client is unable to safely participate in the Tour or activity associated with the Tour as a result of a medical condition.

## 10. Liability, Risk, Responsibility and Limitation

- 10.1 Some Luxury Day Tours are subject to age, weight, health or other restrictions. These restrictions are outlined on the relevant Luxury Day Tour information page and will also be in the email of Your Booking confirmation. It may also

be referred to in the Suppliers' terms and conditions. Please read this information carefully. It is Your responsibility to understand any restrictions prior to confirming Your Booking. If You are later forced to cancel due to restrictions a refund may not be provided.

- 10.2 The Client acknowledges that there are inherent risks involved in participating in the Luxury Day Tours, including close contact with native fauna and exposure to the harshness of the wilderness. By making a Booking, the Client accepts all risks associated with the Tour.
- 10.3 The Client hereby releases TT from all actions, proceedings, claims and demands that the Client may have against TT, a resulting from, or in connection with, the Client's participation in the Tour except where TT LDT has breached this Agreement.
- 10.4 Without in any way limiting the operation of the release in the above clause, the Client hereby releases TT from all actions, proceedings, claims or demands that the Client may have now or in the future against TT under the *Competition and Consumer Act 2010* (Cth) (Act) for death or personal injury (as that term is defined in the Act) that the Client may suffer or incur, whether directly or indirectly, as a result of any failure of TT to provide services with due care or skill.
- 10.5 The Client will be responsible for any loss or damage arising from their own acts or omissions.
- 10.6 TT does not make any express warranties in relation to the Luxury Day Tour, and TT hereby excludes all implied conditions and warranties, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void (**Non-Excludable Condition**).
- 10.7 TT's liability for breach of any Non-Excludable Condition is limited, at TT's option, to supplying the relevant Products again, or paying the cost of having similar products supplied again.
- 10.8 TT will not be liable for any loss of enjoyment, financial loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client resulting from adverse weather conditions or other circumstances outside TT's control.
- 10.9 TT will not be liable for any special, indirect or consequential losses or damages, regardless of the circumstances.
- 10.10 In no event will TT's liability to the Client under this Agreement exceed the total price paid by the Client for the Tour booked with TT.

## 11. Insurance

- 11.1 TT strongly recommends that the Client obtains appropriate travel and health insurance
- 11.2 TT recommends that Clients have comprehensive travel insurance. Insurance should cover, but not be limited to, cancellation fees and loss of deposit, damage to and loss of baggage and money, medical and hospitalization expenses,



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repatriation or curtailment expenses due to illness, the need to return home because of an unexpected death or illness in the immediate family, evacuation expenses and accidental death or disability. Client should obtain exclusion waivers where appropriate for adventure activities excluded in travel insurance policies.

- 11.3 It is the Client's sole responsibility to obtain the appropriate insurance as set out in these terms and conditions.
- 11.4 Clients are advised to have appropriate insurance in place to cover adverse weather events resulting in a Booked Tour being rescheduled and You are unable to participate on another date.

## 12. Governing Law

- 12.1 This Agreement is governed by the laws of South Australia and each party submits to the jurisdiction of the courts of South Australia.

## 13. Special Needs & Requests

- 13.1 The Client must inform TT LDT on Booking of any special needs which, if not met, may adversely affect the enjoyment of their Tour. TT LDT will not be responsible for any loss of enjoyment resulting from failure to disclose information pertaining to the individual special needs of the Client.
- 13.2 The Client must advise TT LDT in writing of any special requests (for example; dietary or facility requirements) when the Booking is made. TT LDT will, if reasonably possible, arrange for the request to be fulfilled and will inform the Client of any such requirements that cannot be met in respect of the specific Luxury Day Tour.
- 13.3 Any additional costs incurred by TT LDT or the Supplier in accommodating the special needs and requests of the Client may be charged to the Client. TT LDT will inform the Client of any such charges prior to confirming the Booking.

## 14. Descriptions of the Luxury Day Tours

- 14.1 The Suppliers provide the information about their Luxury Day Tours. We try to ensure that our promotional information is accurate and up-to-date. The content or format of some Luxury Day Tours may change slightly from time to time. TT, on confirmation of the Booking, will provide the final details about the Tour and notify You of any changes. However if TT is not notified of any changes by the Supplier TT takes no responsibility whatsoever in relation to the changes or the provision of the tour by the Supplier and TT refers to clauses 11.3, 11.6 and 11.9. Your participation in the Tour is conditional upon your acceptance of the Supplier's terms and conditions at the time Your Booking is confirmed.
- 14.2 The films and photographs used on the Website to illustrate Our Luxury Day Tours are provided to Us by experienced providers and are used as an

indication only of the machines, vehicles, craft, venues and animals You will experience.

- 14.3 Tour sessions lengths are approximate and are given by Our Suppliers as a guide to the total time of the Tour.
- 14.4 All information about Luxury Day Tours in the TT LDT information literature, and that of Suppliers, is to the best of Our knowledge, correct at the time of publication. Information should be checked prior to Booking to ensure it is still current.
- 14.5 The Client grants to TT the right to use any images of the Client on tour for brochures and other marketing, promotional and company purposes. The Client agrees that no further consents, nor payment of any amount, are required for any use of images under this clause.
- 14.6 The text and illustrations (including films and photographs) used by TT LDT are protected by copyright and must not be copied in whole or in part with the express permission of TT.

## 15. Force Majeure

- 15.1 A Force Majeure Event means and includes any circumstances beyond the reasonable control of TT. If TT is affected by a Force Majeure Event TT or the Supplier, shall notify the Client as soon as reasonably practicable of the nature and extent thereof.
- 15.2 TT shall not be deemed to be in breach of this Agreement, or otherwise be liable to the Client, by reason of delay in performance or non-performance, of any of its obligations in this Agreement to the extent that any such delay or non-performance is due to a Force Majeure Event.
- 15.3 If TT or its Suppliers are affected by a Force Majeure Event TT will be entitled to, and may in Our sole and absolute discretion, vary or cancel the Tour, or any component part of the Tour. Payment of any refund by TT to the Client as a result of the non-performance of any of the TT obligations due to a Force Majeure Event will remain at Our sole discretion. However, we will use our reasonable endeavours to reimburse You where possible.

## 16. Compliance with Supplier Instructions

- 16.1 The Client must comply with the reasonable instructions of TT and the Supplier.
- 16.2 TT or the Supplier may exclude a Client from the Tour, or any component part of the Tour, in the event that:
- the Client fails to comply with the reasonable instructions of TT or its Suppliers;
  - the Client makes themselves objectionable to other clients or otherwise interferes with other clients' enjoyment of the Tour;
  - the Client jeopardises the safety of other clients, engages in illegal or undesirable behaviour or otherwise become a hazard to themselves or other clients.



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## 17. Privacy

- 17.1 The Privacy Policy applies to, and forms part of, this Agreement.

## 18. Customer Ratings and Reviews

- 18.1 We encourage You to leave feedback on your experience with TT LDT and the experiences TT LDT offers.
- 18.2 By submitting Your email address in connection with Your rating and review, You agree that TT and its related companies (as that term is used and referred to in the *Corporations Act 2001 (Cth)*) may use Your email address to contact You about the status of Your review and other administrative purposes, for instance, but not exclusively, to promote and sell its other products through it or its related companies. .
- 18.3 By submitting any content to TT LDT, You represent and warrant that:
- (a) You are the sole author and owner of the intellectual property rights of the content of Your review, and that the content of Your review does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
  - (b) For any content that You submit, You grant to TT a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to You.
  - (c) All content that you submit will be used at Our sole discretion. We reserve the right to change, condense or delete any content on the Website. We do not guarantee that You will have any recourse to edit or delete any content You have submitted. You acknowledge that you, not TT, are responsible for the contents of your submission. None of the content that you submit will be subject to any obligation of confidence on Our part.