

TERMS AND CONDITIONS

These standard terms apply to all dealings between you and us.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

"Company" means Charters Towers Historical Tours which is a registered business name of Erica Finlay;
"Services" means any service provided by us to you including the Tour;
"Terms" means these trading terms and conditions;
"Tour" means a Tour provided by the Company;
"we/us/our" means the Company supplying the Services to you. Our trading name and ABN is found on the ticket;
"you/your" means the person who has ordered and/or purchased the Services from us.

1.2. Interpretation

- (a) Any unlawful, invalid or unenforceable term or condition of these Terms will be severed from these Terms.
- (b) These Terms will not be interpreted against us merely because they were drafted by us.
- (c) What follows after "include" or "including" does not limit the scope of those words.
- (d) A reference to an Act also includes any regulations made under it and includes any Act made in addition or substitution to that Act.

2. OPERATION

These Terms and any other written agreement between you and us together constitute the entire agreement between the parties.

3. TOUR

- 3.1. You acknowledge each Tour is booked on an individual basis.
- 3.2. We reserve the right to cancel or vary the Services in any way without notice to you. However reasonable effort will be made to maintain the arrangements as advertised.

4. YOUR REQUIREMENTS

- 4.1. You must hold a valid ticket to participate in the Tour. Entry will be refused if tickets are damaged or defaced in any way or not purchased from authorised points of sale.
- 4.2. You acknowledge and agree that your participation in the Tour is at your own risk.
- 4.3. Note that the Tour can be physically demanding and you are responsible for your hydration and sun protection. Suitable clothing and footwear must be worn and a hat, sunscreen and water are highly recommended.
- 4.4. It is your responsibility to evaluate whether you suffer from any medical condition which may prevent you from undertaking the Tour and it is your responsibility to determine if you are able to undertake the Tour and the Tour will not put you at risk. If you are unsure if you are able to undertake a Tour or participate in a Tour you should consult a medical practitioner prior to commencement of the Tour.

5. THE COMPANY'S RIGHT TO REFUSE PARTICIPATION

- 5.1. We reserve the right to refuse any person for any reason whatsoever to participate on the Tour in our absolute discretion whether or not you have previously purchased a ticket.

6. DURING THE TOUR

- 6.1. You must:
 - (a) be well behaved and courteous to other participants on the Tour;
 - (b) obey the directions of our guide;
 - (c) not disturb any other participant or interfere with our guide's ability to conduct the Tour in a safe manner;
 - (d) not record in any manner or take notes during the Tour.
- 6.2. You may take photographs during the Tour provided that permission of any persons in those photographs has been first obtained. You agree that we and you own any and all intellectual property in the photographs or images taken during the Tour jointly.
- 6.3. You acknowledge that we are authorised to take photographs of you during the Tour and utilise such photographs for the purpose of marketing the Tours including but not limited to being displayed on the Company's website. You agree that any photographs remain the property of us and we have a copyright in same.

7. TERMS OF PAYMENT

- 7.1. Full payment must be made at the time of purchasing a ticket/booking unless agreed by us in advance.
- 7.2. Payments may be subject to additional third party fees, such as credit card processing fees. All prices quoted are in Australian dollars.
- 7.3. Payment by you indicates acceptance of these terms and conditions.

8. CANCELLATION

- 8.1. Bookings can only be cancelled by you giving written notice to us before the original Tour date. Should you choose to cancel your booking refunds and cancellation charges will be as follows:
 - (a) With over 24 hours notice - full refund (**less any charges** incurred in arranging the refund);
 - (b) Less than 24 hours notice - 50% cancellation fee (plus any additional charges to arrange for the refund of the balance).
- 8.2. We will not proceed with the Tour should we decide that the weather makes the participation in the Tour unsafe or for any other reason in our absolute discretion.

9. REFUND POLICY

- 9.1. Should the Company decide to not proceed with a Tour, you will either be (in our discretion):
 - (a) Rebooked for a subsequent tour at the earliest possible time in our opinion and the convenience of you taking into account available places; or
 - (b) Given a refund of the ticket price.
- 9.2. Refunds will only be made to the person who purchased the ticket. Please be patient when awaiting any refund due.
- 9.3. There will be no refund of a ticket by us except in accordance with these Terms.

10. LIMITATION OF LIABILITY

- 10.1. All Tours are covered by public liability insurance.
- 10.2. To the extent permitted by law you release and indemnify us for any loss, damage or injury arising from or connected with the Tour, no matter how that loss, damage or injury is caused. We will not be liable for:
 - (a) loss of, or damage to any of your personal belongings;
 - (b) sickness, injury or death, as a result of your negligence.
- 10.3. To the extent permitted by law:
 - (a) All implied warranties, conditions, terms and guarantees in relation to the sale or delivery of Services, statutory or otherwise, are hereby excluded.
 - (b) Where our liability cannot be excluded by law, our liability will be limited to the supply of the Services again, or the payment of the cost of having the Services supplied again. The choice of remedy will be at our discretion and you acknowledge that the limitation of liability in this clause is fair and reasonable.
- 10.4. To the extent permitted by law, we are discharged and released from:
 - (a) all liability arising from any subject matter specified in clause 9.1;
 - (b) any claim unless an action is commenced in a court of competent jurisdiction within six (6) months of delivery or in the case of non-performance or omission, within six (6) months of the date the performance should have occurred.

11. THIRD PARTIES

- 11.1. We are not responsible for:
 - (a) any warranty given by any third party supplier selling the tickets/taking a booking; or
 - (b) resolving any dispute between you and any third party supplier in relation to the tickets.

12. CHILDREN

Children under the age of sixteen (16) years must be accompanied by, and remain the responsibility of, a responsible adult (18 years or over) at all times.

13. APPLICABLE LAW

The laws of Queensland, Australia apply and you submit to the jurisdictions of the Courts of that State.

14. PRIVACY

- 14.1. You consent that your personal details provided to us may be used in promotional material and to provide you with information about us. In the event you choose not to allow us same for the said purposes, you agree that you must inform us of this in writing.
- 14.2. You have the right to request access to your information to make updates and corrections as necessary.

15. DISCLAIMER

We do not represent or warrant that the information on this website is complete and accurate information for your purposes. We assume no responsibility for and disclaim all liability of any such inaccuracies, errors or omissions on this website.

16. EXTERNAL LINKS

We may provide access to other websites via direct links on this website that are not under our control and we will not be responsible for the content of any linked website. You use this website and any linked website at your own risk.

17. TOURS INVOLVING MODES OF TRANSPORT OTHER THAN WALKING

- 17.1. You acknowledge that any Tour that involves any mode of transport other than under your own exertion will be provided by third party providers (i.e. bus company).
- 17.2. You may be subject to the terms and conditions and limitations of liability of the third party provider that differ from the Terms.
- 17.3. By selecting and purchasing a ticket for a Tour that involves a third party provider you will be deemed to have reviewed, accepted and agreed to the third party providers terms and conditions.
- 17.4. We assume no responsibility whatsoever for any third party provider whose services are used as part of providing the Tour, including but not limited to bus services and disclaim all liability for any loss that you may suffer in connection with the services of a third party provider.