

WEBSITE TERMS AND CONDITIONS

www.coacharoundtasmania.com

Effective Date: 1st April 2025

These terms and conditions (hereinafter as "Terms") govern Your use of the following website (which is hereinafter referred to as "the Product"): www.coacharoundtasmania.com

The Product is owned and operated by: On Road Transport Service Pty Ltd (referred to as Coach around Tasmania, coacharoundtasmania.com) (ACN 163146174)

These Terms constitute a binding contract between You and: On Road Transport Service Pty Ltd (referred to as Coach around Tasmania, coacharoundtasmania.com) (ACN 163146174).

In connection with Your use of the Product, we may also provide You with access to various other content, documentation, materials, information, goods or services. In these Terms, we refer to all of these items collectively as "the Items".

These Terms will govern Your use of all pages of the Product, as well as Your use of the Items.

1. DEFINITIONS

"Australian Consumer Law" means the Australian Consumer Law which is contained in the *Competition and Consumer Act 2010 (Commonwealth)*.

"Booking" means a confirmed reservation made by You for the use of the Vehicle and Operator on specific dates and times, as accepted by Us in writing or electronically.

"Booking Confirmation Date" means the date on which We confirm acceptance of Your Booking in writing or via email.

"Booking Fees" means the total amount payable by You to Us for the services described in the Booking, including any deposits, bonds, or charges, but excluding third-party fees unless otherwise agreed.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in the State of Tasmania.

"Claim" means any claim, demand, action, proceeding, or liability (whether actual, contingent, present or future) made or brought by any person, including any legal or equitable claim for damages, compensation, costs, expenses, restitution, injunctive relief, specific performance, or any other remedy of any kind.

"Company IP" includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Product, Content and Materials as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Product, Content and Materials.

"Confidential Information" means any non-public, commercially sensitive, or proprietary information disclosed by one party to the other, whether in writing, orally, or by any other means.

"Content" means any content, writing, images, audiovisual content or other information published on the Product.

"Contract" means these terms and conditions.

"Deposit" means an upfront payment to secure a booking and covers any incidental charges that may arise during the journey

"Dispute" means any dispute, controversy or claim arising out of or in relation to these Terms, including any dispute, controversy or claim relating to the existence, validity or termination of these Terms.

"Effective Date" means the date that these Terms come into force.

"Force Majeure Event" means any event or circumstance beyond a party's reasonable control, including but not limited to natural disaster, extreme weather, war, terrorism, civil unrest, pandemics, industrial action, failure of utility services, government restrictions, or mechanical breakdown.

"Items" means any and all of the Product, Services, Content and Materials collectively.

"Journey" means the transportation service to be provided by Us or the Operator as described in the Booking, including pick-up, transit, and drop-off.

"Loss" means any loss, damage, cost, charge, expense, liability, or obligation (whether actual or contingent, direct or indirect), including legal costs on a full indemnity basis, loss of opportunity, loss of income, loss of profit, reputational harm, or any consequential, special, or economic loss of any kind.

"Materials" means any materials, information or documentation that We may provide to You in connection with Your use of the Services or Product including documentation, data, information developed by Us or owned by Us, and other materials which may assist in Your use of Services or Product.

"Operator" means the driver or contractor assigned by Us to operate the Vehicle for the purposes of completing the Journey.

"Parties" means both You (the user of the Product) and Us (the owner of the Product) collectively.

"Product" means the website including all pages, all sub pages, all blogs, all forums, all other connected pages and all other connected internet content whatsoever, the home page or main page of which is located at: www.coacharoundtasmania.com

"Security Bond" means a security amount held by Us, as requested, to cover potential damage, loss, delay fees, or other costs in accordance with these Terms.

"Services" means any or all services provided by or on the Product.

"Terms" means these terms and conditions.

"Third Party Links" means links or references to websites or applications other than the Product, to content other than the Content or to materials other than the Materials, none of which are controlled by Us.

"Us", "We", "Our", "the Company" or "the Owner" refers to On Road Transport Service Pty Ltd (referred to as Coach around Tasmania, coacharoundtasmania.com)

"Us", "We", "Our", "the Company" or "the Owner" also includes any employees, affiliates, agents or other representatives of On Road Transport Service Pty Ltd (referred to as Coach around Tasmania, coacharoundtasmania.com)

"Vehicle" means the transport vehicle provided to You for the Journey as specified in the Booking.

"You" or "Your" means the person or entity making the Booking with Us, and includes all individuals/passengers in the group, party, or delegation for whom the Booking is made, whether or not they are named in the Booking. Where the context permits, "You" also includes any agent, representative, or person acting on behalf of the person making the Booking.

"Your Content" means any Content posted to or added to the Product, Content or Materials by You or by somebody authorised by You or doing so on Your behalf.

2. INTERPRETATION

In these Terms, unless the context otherwise requires, the following rules of interpretation shall apply:

- a. Words referring to one gender include every other gender.
- b. Words referring to a singular number include the plural, and words referring to a plural include the singular.
- c. Words referring to a person or persons includes companies, firms, corporations, organisations and vice versa.
- d. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- e. Headings are for convenience only and do not affect interpretation.
- f. A reference to a party includes that party's executors, administrators, successors, and permitted assigns.
- g. A reference to "including" or "includes" is not to be interpreted as limiting the generality of the preceding words.
- h. A reference to any law or legislation includes all amendments, re-enactments, or replacements of that law or legislation in any jurisdiction.
- i. Where an obligation is imposed on more than one party, that obligation binds each party jointly and severally.

j. If there is any inconsistency between the Booking and these Terms, these Terms shall prevail to the extent of the inconsistency unless otherwise expressly agreed in writing.

k. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

l. All monetary amounts are in (Australian currency AUD), unless otherwise specified.

3. YOUR AGREEMENT AND REPRESENTATIONS

a. By continuing to use the Product and the Items You warrant and acknowledge that You have had the chance to review and consider the Terms, that You understand the Terms and that You agree to be bound by the Terms. If You do not understand the Terms or do not agree to be bound by them then you must stop using the Items immediately. We only agree to provide use of the Items to You if You agree to these Terms.

b. By continuing to use the Product and the Items You represent and warrant to Us that You have legal capacity to enter these Terms.

c. By continuing to use the Product and the Items You represent and warrant to Us that You have complied with all of these Terms.

d. These Terms shall be deemed accepted by you, and a binding contract between You and Us shall be formed, upon the issuance of a Booking confirmation. Such confirmation shall be delivered to You by electronic mail.

4. BOOKING CONFIRMATION

a. Booking Fees

We will confirm the Booking Fees once You submit and confirm Your Booking. All quoted fees are valid only at the time the Booking is made and are subject to change if not confirmed promptly.

b. Accuracy of Information

You are solely responsible for ensuring that all information provided in relation to the Booking is accurate, complete, and up to date at the time of confirmation.

c. Notification of Errors

You must notify Us in writing of any errors, omissions, or inaccuracies in the Booking **within one (1) day** from the date of Booking Confirmation. If no such notification is received, the Booking will be deemed accepted as accurate.

d. Scope of Booking Fees

Unless expressly stated otherwise in writing by Us, the Booking Fees apply only to the Vehicle and the services of the Operator, and exclude any third-party costs such as venue fees, entry tickets, meals, accommodation, or parking.

e. Exclusion of Unstated Terms

No matter, term, condition, representation, or expectation that is not expressly stated or confirmed in writing as part of the Booking shall form part of the agreement or be relied upon by You.

4.1 BOOKING CHANGE or AMENDMENT

a. Any request to change or amend any part of the Booking must be submitted to Us in writing within one (1) day of the Booking Confirmation Date. Upon receipt of such notification:

1. We will issue a revised Booking; and
2. Any additional Booking Fees must be paid in full prior to confirmation of the revised Booking.

b. You must not request the Operator to make any changes or amendments to the Booking directly.

c. Where a proposed change results in a reduction of service by You—including but not limited to reduced travel time, journey distance, or number of passengers—the change must be accepted and confirmed in writing by Us. Any refund or return of fees will be subject to the following notice periods:

- Notice of Less than 7 days: 0% of the reduced service value will be refunded.
- Notice of 7 days plus: 25% of the reduced service value will be refunded.
- Notice of 14 days plus: 50% of the reduced service value will be refunded
- Notice of 21 days plus: 75% of the reduced service value will be refunded.
- Notice of 28 days plus: 100% of the reduced service value will be refunded

d. Not all reductions in service will result in a reduction of cost. In some instances, a change may result in an increased cost. If so, We will notify You of any such increase, and You will have the option to reject the proposed change and retain the original Booking.

e. If We are unable to provide a revised Booking, You may terminate these Terms by providing written notice within seven (7) days of being notified by Us.

4.2 CUSTOMER WARRANTIES

You warrant that:

- a. All information provided by You at the time of Booking is accurate and complete;
- b. You have the legal capacity to enter into these Terms and to perform all terms;
- c. You will not engage in any conduct that may cause damage to the Vehicle, Operator, or disrupt the provision of services.
- d. You are solely responsible for allowing sufficient time in your travel plans to accommodate potential contingencies, including but not limited to delays, diversions, or disruptions. You are also strongly advised to obtain appropriate travel insurance to cover any losses, costs, or inconveniences arising from unexpected events affecting the Journey.
- e. You must not bring on board, hold, or possess any luggage or item which, in Our reasonable opinion, is unsafe, hazardous, likely to be damaged during the Journey, or

likely to cause damage to the Vehicle, injury to persons, or harm to other property. We reserve the right to inspect and refuse carriage of any such items at Our sole discretion.

4.3 OPERATIONAL CONDITIONS AND LIMITATIONS

a. You acknowledge and accept that the use of the Operator and Vehicle may be subject to risks and factors beyond Our control, including but not limited to: roadworks, traffic congestion, road diversions, mechanical breakdowns, accidents, adverse weather conditions, and any other event that may hinder or prevent timely arrival as scheduled in the Booking.

b. All departure and journey times stated in the Booking are deemed accurate as at the time of Booking. You confirm that You have made reasonable allowances for delays or unforeseen circumstances and that We are not responsible for any consequences arising from Your failure to do so.

c. Passenger seating is strictly limited to the number of seats specified in the Booking, regardless of the actual capacity of the Vehicle provided.

d. All journey times and durations are advisory only and are based on conditions and information known at the time of Booking. They do not constitute a guarantee of travel duration or arrival time.

e. The Booking and associated Booking Fees apply solely to the use of the Operator and Vehicle. They expressly exclude any additional costs or third-party charges, including but not limited to: event tickets, ferry fees, entry admissions, accommodation, or parking, unless otherwise agreed in writing.

f. The Vehicle must not be required to travel on roads that are unsuitable, obstructed, or likely to prevent completion of the journey. This includes, without limitation: unsealed roads, weight-restricted bridges or roads, roads with narrow or restricted access, overhanging obstacles (such as trees or wires), low-level underpasses, or roads with turns or inclines deemed unsafe for the Vehicle booked.

4.4 OUR WARRANTIES

We warrant that:

a. We will provide the Booking and associated services with reasonable care, skill, and diligence, in accordance with applicable laws and industry standards;

b. The Operator and Vehicle assigned to the Booking will be appropriately licensed, insured, and authorized to perform the services; and

c. Any information provided by Us in connection with the Booking is, to the best of Our knowledge, accurate and up to date as at the time of provision.

4.5 VEHICLE SUBSTITUTION

We reserve the right, at Our sole discretion, to substitute the originally booked Vehicle with another vehicle of similar seating capacity and safety standards. Where a substitute Vehicle has a greater seating capacity than originally booked, no additional charges will apply unless the number of passengers ("pax") increases beyond that stated in the original Booking.

4.6 JOURNEY STOPS

a. You acknowledge that scheduled or unscheduled stops may occur throughout the Journey for operational, safety, or passenger needs.

b. We shall not be held liable for the non-completion of a Journey where the Vehicle is hindered or prevented from travelling due to any matter, condition, or circumstance that was not disclosed or notified to Us by You prior to the Journey Date.

4.7 LOST OR UNCLAIMED PROPERTY

In the event You leave any item of luggage or personal belongings on a Vehicle:

a. No Responsibility for Belongings

We accept no responsibility for any personal belongings left on the Vehicle at any time, whether during or after the Journey.

b. Collection Responsibility

Collection of any such items is solely Your responsibility.

c. Freight Costs

You will be liable for any freight, handling, or associated costs incurred in returning or transporting the item to an alternate location nominated by You.

d. Storage and Disposal

We will retain unclaimed items for a period of sixty (60) days. If the item remains unclaimed at the expiry of this period, We may dispose of it at Our sole discretion and without any liability to You.

e. No Liability for Loss or Inconvenience

We are not liable for any loss, damage, or inconvenience suffered by You or any third party in relation to any lost or unclaimed item.

f. Notification Efforts

We will use reasonable efforts to notify You of any unclaimed item, using the contact details provided at the time of Booking.

4.8 REFUSAL OR REMOVAL FROM TRAVEL

We reserve the right to refuse Travel or to remove You from the Vehicle at any time during a Journey if:

a. You engage in intimidatory, aggressive, offensive, threatening, violent, or otherwise unlawful conduct, and such conduct:

- i. Creates an unacceptable distraction for the Operator or impairs the safe operation of the Vehicle; or
- ii. Poses a threat to the Operator, other passengers, property, or to Yourself;

b. You are observed smoking or attempting to smoke, including the use of e-cigarettes or vaping devices, on board the Vehicle;

c. In Our reasonable assessment, You appear to be under the influence of alcohol, drugs, or any other intoxicating substance, or are found to be in possession of any unlawful substance;

d. You are diagnosed with, or visibly suffering from, an infectious disease that may pose a health risk to other passengers or the Operator;

e. You fail to comply with any applicable laws, regulations, or lawful instructions during the Journey.

5. DELAYS CAUSED BY YOU

a. You are required to ensure that all passengers are ready to depart at the agreed time no later than fifteen (15) minutes prior to the scheduled departure time and location stated in the Booking.

Passenger Delay and Notification Responsibilities

1. Notification Requirement

You must notify Us of any anticipated delay no later than fifteen (15) minutes prior to the scheduled departure time. Notification must be made using the contact method specified in the booking confirmation or on the Company's website.

2. Delay Between Fifteen (15) and Thirty (30) Minutes

If You notify Us in accordance with Clause 1 (Notification Requirement) and the delay is between fifteen (15) and thirty (30) minutes, We may, in its sole discretion, continue with the booking. You must pay Us immediately for any reasonable costs, expenses, or losses ("Loss") directly arising from the delay, including but not limited to operator wait time and rescheduling fees.

3. Delay Exceeding Thirty (30) Minutes

If You notify Us in accordance with Clause 1 (Notification Requirement) and the delay exceeds thirty (30) minutes, the continuation of the booking is subject to the availability of the transport operator. If the booking proceeds, You are liable to pay for all reasonable Loss incurred by Us as a result of the delay.

4. Failure to Notify

If You fail to notify Us as required under Clause 1 (Notification Requirement), We reserve the right to cancel the booking without refund. You remain liable for any Loss incurred due to the delay and failure to provide notice.

b. If a delay is caused by You or any member of Your party, including but not limited to late arrival, extended loading or unloading time, or failure to comply with departure instructions, We reserve the right to:

- i. Reduce the Journey duration accordingly without any obligation to extend the end time;
- ii. Charge reasonable waiting time fees or additional operational costs incurred as a result of the delay in accordance with Clause 11 (b-1 Late Customer Arrival to Departure Point); and
- iii. Cancel the Journey without refund if the delay exceeds a reasonable threshold, as determined by Us in Our sole discretion.

c. We shall not be liable for any missed connections, reservations, or consequential losses arising from delays caused by You.

5.1 REASONABLE THRESHOLD FOR DELAY

For the purposes of these Terms, a "reasonable threshold" for delay shall mean a delay not exceeding thirty (30) minutes beyond the scheduled departure time as specified in the Booking, unless otherwise agreed in writing by Us.

5.2 NO-SHOW POLICY

- a. A “No-Show” occurs when You or any member of Your party fails to arrive at the designated pick-up location within thirty (30) minutes of the scheduled departure time, without prior notice to Us.
- b. In the event of a No-Show:
 - i. The Booking will be deemed cancelled by You;
 - ii. No refund will be issued for any Booking Fees paid in accordance to clause 11 (b-2 Customer No-Show); and
 - iii. We reserve the right to depart without further delay, and no further obligation shall be owed to You under the Booking.
- c. Any subsequent travel will require a new Booking and will be subject to availability and additional fees.

5.3 PASSENGER RESPONSIBILITIES AND CONDUCT

- a. You must remain contactable via the contact details provided in the Booking for a period of at least sixty (60) minutes prior to the scheduled pick-up or departure time.
- b. Where applicable, You must notify Us of any relevant flight number and scheduled arrival time and allow a reasonable period for disembarkation, baggage collection, security screening, and customs clearance.
- c. You must not consume food or beverages on any Vehicle, with the exception of bottled water.
- d. You must conduct Yourself in a safe, respectful, and courteous manner at all times while on board any Vehicle and in all interactions with the Operator.
- e. You must return to and board the Vehicle at the time allocated by the Operator during any Journey. Delays in returning may result in the Journey continuing without You and without refund.
- f. You must not cause any damage to the Vehicle, the Operator’s property, or the property of any other person during the Journey. You will be held liable for any damage caused by You or any member of Your party.

5.4 ASSISTANCE ANIMALS

- a. We comply with applicable laws relating to the carriage of assistance animals, including guide dogs, hearing dogs, and other legally recognised support animals.
- b. If You or any member of Your party intends to travel with an assistance animal, You must notify Us at the time of Booking or as soon as practicable thereafter, and provide reasonable evidence that the animal is a legally recognised assistance animal.
- c. The assistance animal must be appropriately trained, harnessed, and under control at all times during the Journey. You are responsible for the behaviour, hygiene, and safety of the assistance animal.

d. We reserve the right to refuse carriage of any animal that is not legally recognised as an assistance animal, or where required documentation or notice is not provided in advance.

e. Nothing in these Terms limits Your rights under applicable disability discrimination or access laws.

5.5 BABY AND CHILD SEATS

a. We do not provide baby seats or child restraints. It is Your sole responsibility to supply and correctly install any required child restraint appropriate for the age and size of any child travelling under Your Booking.

b. Please note that the Vehicle is **not equipped with car seat anchor points** (such as ISOFIX or top-tether fittings). **Only booster seats** that do not require anchoring may be accommodated. You must ensure that any booster seat used complies with all applicable road safety laws and regulations.

c. You must **disclose in Your Booking the number of children requiring child restraints and their ages**. This information must be clearly stated in the Booking confirmation to allow Us to determine if the Journey can be safely and legally undertaken.

d. We accept **no responsibility or liability** for any injury, loss, or penalty resulting from **Your failure to comply with applicable child restraint laws**, or from the **use or improper installation** of any seat or restraint supplied by You.

6. PAYMENTS

a. Deposit

You must pay a deposit upfront to secure your booking. Once a deposit is paid You will receive a booking confirmation from Us. The deposit amount is non-refundable and due date will be disclosed in Your booking documents.

b. Security Bond

1. As a condition of Your Booking, You must pay a **Security Bond of AUD \$200** no later than **two (2) business days** after any request made by Us. The Bond is held as security against any incidental charges that may arise during the journey, potential damage to the Vehicle or third-party property, excessive cleaning, delay fees, misconduct, or breach of these Terms by any member of the group.

2. The Bond will be refunded to You within **seven (7) business days** after completion of the Journey, provided no deductions are required. Refund times may vary depending on Your bank or payment provider.

3. We reserve the right to **deduct from the Bond** any amounts payable under these Terms, including (without limitation):

- i. Damage to the Vehicle or its fixtures;
- ii. Excessive cleaning fees (e.g. for vomit, stains, or debris);
- iii. Delay charges caused by group lateness or non-compliance;
- iv. Fees or penalties imposed by third-party venues;
- v. Loss of income resulting from downtime due to damage.

4. If the Bond does not cover the full amount owed, You remain liable for the shortfall and must pay it immediately upon demand.

c. Payment Methods

Payment may be made via credit card or bank transfer. Bank account details or secure payment links will be provided on the quote and/or invoice issued by Us.

d. Booking Fees and Charges

You must pay all Booking Fees and applicable charges in full no later than fourteen (14) days prior to the scheduled Journey Date, unless otherwise agreed in writing.

e. Outstanding Payments

If You fail to make payment of any amount payable by You under these Terms by the applicable due date:

- i. We may cancel the Booking without further notice; and
- ii. Any deposit paid will be forfeited and is non-refundable.

7. SALE OF GOODS/SERVICES

a. We may sell Services or may allow third parties to sell Services on the Product. If this occurs, then some specific exclusions of liability will apply, as described in the "Exclusion of Liability" clause 8.

8. EXCLUSION OF LIABILITY

a. The Product, Content and Materials are provided for general information only and may change at any time without prior notice.

b. You accept and acknowledge that the Items may contain mistakes, errors and inaccuracies.

c. Your use of the Product, Content and Materials is entirely at Your risk. It is Your responsibility to make sure that any Goods, Services, Materials, Content or other information available through the Product suits Your particular purpose.

d. To the maximum extent permitted by law, We hereby expressly exclude all warranties, guarantees, representations or terms (whether express or implied) except for those expressly set out in these Terms.

e. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of the Items.

f. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to loss of data, interruption to Your business or any damages which are incidental to or arise from such loss of data or interruption to business.

g. To the maximum extent permitted by law, We will not be liable for any damage, loss, cost or expense including legal costs and expenses, whether direct or indirect, incurred by You in connection with Your use of the Items.

h. for Goods and/or Services sold by third parties via the Product or via Third Party Links (hereinafter "Third Party Goods and Services"):

I. You acknowledge and agree that We have no control over those Third Party Goods and Services and that You purchase such Third Party Goods and Services at Your own risk.

II. You acknowledge and agree that We assume no liability and provide no warranties or guarantees regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of Third Party Goods and Services.

III. For any claim You may have against the third party provider of the Third Party Goods and Services (such as the manufacturer or vendor) You agree to pursue that claim directly with that third party provider of the Third Party Goods and Services and not with Us.

IV. To the maximum extent permitted by law, You hereby release Us from any claim related to Third Party Goods and Services including any and all warranty and product liability claims.

9. INDEMNITY

You agree to indemnify, defend, and hold Us, Our Operators, employees, agents, and contractors harmless from and against any and all claims, liabilities, damages, losses, costs, or expenses (including legal fees on a full indemnity basis) arising out of or in connection with:

- a. Your breach of these Terms;
- b. Any act or omission by You or any member of Your party during a Journey;
- c. Damage to any property, person, or the Vehicle caused by You or Your party; or
- d. Any claim brought by a third party resulting from Your actions or conduct.

Your obligations under this clause are absolute and unconditional and are not subject to any set-off, counterclaim, condition, deduction, or withholding, except as may be required by law. This indemnity shall survive the termination or expiry of these Terms.

9.1 FORCE MAJEURE

We shall not be liable for any failure or delay in performing Our obligations under these Terms where such failure or delay is caused by events beyond Our reasonable control ("Force Majeure Event"). These events include, but are not limited to:

- a. Natural disasters (such as flood, fire, earthquake, storm, or other adverse weather conditions);
- b. War, terrorism, civil unrest, or acts of public enemies;
- c. Epidemics, pandemics, or government-imposed restrictions;

- d. Labour disputes, strikes, lockouts, or other industrial actions;
- e. Road closures, traffic accidents, or unforeseen transport disruptions;
- f. Failure or interruption of utility services or telecommunications;
- g. Mechanical failure of the Vehicle despite reasonable preventative maintenance.

In the event of a Force Majeure Event, We will use reasonable efforts to notify You and take all reasonable steps to minimise the impact. However, We are excused from our duty to perform these Terms and no other party. We shall not be liable for any delay, loss, or damage arising therefrom.

10. TERMINATION

a. Termination by You

You may terminate these Terms by providing Us with written notice of cancellation. Unless otherwise stated herein, any such termination will be subject to Our standard cancellation clause 15 and refund clause 15.1 of Terms. Termination does not relieve You of any outstanding payment obligations accrued prior to the effective date of termination.

b. Termination by Us

We may terminate these Terms with immediate effect by written notice to You if:

- i. You breach any material provision of these Terms and fail to remedy the breach within a reasonable time (within 14 days of receiving notice from Us and if capable of remedy);
- ii. You become insolvent or bankrupt, or are otherwise unable to pay Your debts as they fall due;
- iii. We reasonably determine that Your conduct poses a risk to safety, legality, or public reputation;
- iv. A Force Majeure Event continues for a period of more than fourteen (14) days, making the performance of the Journey impractical or impossible.
- v. These Terms terminate automatically if we cease to operate the Product for any reason

c. Consequences of Termination

Upon termination:

- i. All outstanding amounts owed by You shall become immediately due and payable;
- ii. Any rights or remedies accrued prior to termination shall not be affected;
- iii. Clauses that by their nature are intended to survive termination (including but not limited to Indemnity, Exclusions of Liability, and Non-Disparagement) shall remain in full force and effect.

11. COMPENSATION, ADJUSTMENTS, AND FINANCIAL LIABILITIES

a. Compensation Offered by Us

Any compensation, goodwill payment, refund, or credit offered to You by Us in the event of a complaint, discrepancy, or service issue shall be **at Our sole discretion**, is **not an admission of liability**, and shall **not be admissible as evidence** in any legal or administrative proceeding unless required by law.

b. Amounts Payable by You Without Prior Demand

You agree that the following amounts are immediately payable to Us upon the occurrence of the stated events, without the need for formal demand:

1- Late Customer Arrival to Departure Point

The following charges apply where You have notified Us of any delays prior to scheduled departure time and we may continue with Booking:

- Within 15 minutes late: \$0
- 15–30 minutes late: \$50
- 31–45 minutes late: \$80
- 46–60 minutes late: \$110
- 61 plus minutes late: \$ amount at Our discretion

2- Customer No-Show:

You are liable to pay

- 100% of the value of the affected Journey leg.

3- Unreasonable Customer Delays or Breach of Operator Rest Periods:

- \$35 for every 15-minute increment beyond the scheduled timing.

4- Changes to Bookings:

- As separately negotiated and agreed in writing between the parties.

5- Cleaning or Damage to Vehicle:

- You are liable for **all cleaning or repair costs** resulting from any damage or soiling caused by You or any member of Your party, including any **loss of potential earnings** due to Vehicle downtime. Liability is **unlimited** and assessed on a full indemnity basis.

c. Deduction from Bond

We reserve the right to **deduct any charges, fees, or liabilities** payable by You under these Terms from the Bond held by Us, including (but not limited to) amounts for damage, cleaning, delays, or no-shows. Where the Bond is insufficient to cover the full amount owed, You remain liable for the outstanding balance, which must be paid immediately upon request.

d. The following compensation may be offered by Us upon the occurrence of the stated events:

1- Cancellation by Us as a Result of Your Breach:

- \$0 refund payable.

2- Cancellation by Us in Other Circumstances:

- 100% refund where travel has not commenced;
- Pro-rata refund for travel not completed where the Journey has commenced.

3- Delays in Vehicle Arrival to Collection Point (Attributed to Us):

- Within 30 minutes late: \$0
- 30–44 minutes late: 10% of the affected Journey leg
- 45–59 minutes late: 15% of the affected Journey leg
- 60+ minutes late:
 - If Journey duration is **2+ hours**: 25% refund of the affected Journey leg
 - If Journey is **1–2 hours**: 50% refund of the affected Journey leg
 - If Journey is **less than 1 hour**: 100% refund of the affected Journey leg

4- Vehicle No-Show (Attributed to Us):

- Pro-rata refund for the uncompleted portion of the Journey.

5- Vehicle Substitution:

- 10% refund of the affected Journey leg where a substitution occurs, unless due to a Force Majeure Event.

6- Right to Refuse Travel (due to Customer Misconduct or Breach):

- \$0 refund or liability payable by Us.

e. Overdue Payments and Recovery Costs

i. Interest on Overdue Amounts

If You fail to pay any amount due under these Terms by the required due date, We may charge interest on the overdue amount at a rate of **10% per annum**, calculated daily and compounding monthly, from the due date until the date payment is received in full.

ii. Recovery Costs

You agree to reimburse Us for any costs, charges, or expenses (including legal fees on a full indemnity basis, collection agency fees, and court costs) incurred by Us in recovering any unpaid amounts owed by You under these Terms.

12. ACCEPTABLE USE

- You agree not to use the Product or the Items for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Product or the Items in any way that could damage the Product, the Items, or Our general business.
- You agree that You shall not, at any time during or after the term of these Terms, make, publish, or communicate any comments, whether written or oral, that could reasonably be

seen to disparage, defame, or otherwise injure the reputation of Us, the Operator, Our services, employees, agents, or representatives.

- i. This includes, but is not limited to, statements made to third parties, in public forums, or via any digital or online platform, including social media, review websites, blogs, or discussion forums.
- ii. This clause shall survive the termination or expiry of these Terms.

c. You further agree not to use the Product or the Items:

- i. to harass, abuse, or threaten any other person or to otherwise violate any other person's legal rights;
- ii. to violate any intellectual property rights of Us or of any third party;
- iii. to upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- iv. to commit any kind of fraud;
- v. to engage in or create any unlawful gambling, sweepstakes or pyramid schemes;
- vi. to publish or distribute any obscene or defamatory material;
- vii. to publish or distribute any material that incites violence, hatred or discrimination towards any person, group or community;
- viii. to unlawfully gather information about others.

d. Unauthorised use by You of the Items may be a criminal offence and may give rise to a claim for damages.

13. LIMITATION OF LIABILITY

a. To the maximum extent permitted by law, We exclude all liability for any loss, damage, cost, expense, or injury suffered or incurred by You arising from or in connection with the Booking, the Journey, or these Terms, including but not limited to:

- i. Delays, disruptions, or cancellations;
- ii. Mechanical failure of the Vehicle;
- iii. Missed connections or appointments;
- iv. Acts or omissions of the Operator or any third party;
- v. Loss or damage to luggage or personal property;
- vi. Passenger behaviour, including conduct of other passengers.

b. Where liability cannot be excluded by law, Our liability is limited, at Our option, to:

- i. The re-supply of the affected services; or
- ii. The payment of the cost of having the services re-supplied.

c. We shall not be liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of income, loss of profits, or reputational damage.

d. You acknowledge that travel involves inherent risks and agree that You undertake the Journey at Your own risk. You are responsible for ensuring that You have appropriate insurance coverage for the Journey.

e. We are not liable for any personal belongings lost, left behind, damaged, or unclaimed in connection with the Journey. For further details, refer to **Clause 4.7 – Lost or Unclaimed Property**.

e. Nothing in these Terms excludes or limits any liability that cannot be lawfully excluded or limited under applicable consumer protection legislation.

13.1 TOTAL AGGREGATE LIABILITY

To the fullest extent permitted by law, Our **total aggregate liability** for all Claims and Losses incurred by You or any other person, arising out of or in connection with these Terms, the Booking, or the Journey, whether in contract, tort (including negligence), equity, statute or otherwise, is **at all times limited to an amount equal to the Booking Fees actually paid by You under these Terms**.

This limitation applies to all claims, whether arising individually or in the aggregate, and regardless of the number or nature of the claims brought.

14. VARIATION OF TERMS

a. You hereby acknowledge and agree that these Terms may be varied or amended from time to time in Our sole discretion. If You continue to use the Product following any such variation or amendment You will be deemed to have confirmed and agreed to the new Terms as varied or amended.

b. You agree to routinely monitor these Terms and to refer to the Effective Date posted at the top of these Terms in order to monitor any modifications or variations. You further agree to clear Your cache when doing so in order to avoid accessing a prior version of these Terms.

c. In the event that You fail to monitor any modifications to or variations of these Terms, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified or varied Terms.

15. CANCELLATION FEES

a. If You cancel Your Booking or choose not to proceed for any reason, You acknowledge that We may incur costs and lost opportunity as a result. Accordingly, We reserve the right to charge a cancellation fee based on the timing of Your cancellation, as follows:

- **21 days or more** prior to the Journey Date: **25%** of the total value of the Booking;
- **14 days or more** prior to the Journey Date: **50%** of the total value of the Booking;
- **7 days or more** prior to the Journey Date: **75%** of the total value of the Booking;
- **Less than 7 days** prior to the Journey Date: **100%** of the total value of the Booking.

b. In no event will the total cancellation fees charged by Us exceed the total value of the Booking.

c. All cancellations must be **made in writing** and will be effective upon receipt by Us. Verbal cancellations will not be accepted.

d. You will also be responsible for any third-party cancellation fees or charges, including but not limited to those imposed by venues, accommodation providers, or other suppliers, in accordance with their respective cancellation policies.

15.1 REFUNDS

- a. Refunds will be processed in accordance with the applicable cancellation terms set out in Clause 15.
- b. Where You are entitled to a refund, the refunded amount will be calculated by deducting:
 - i. Any applicable cancellation fees charged by Us; and
 - ii. Any non-refundable third-party fees, international currency exchange, credit or debit card processing or other processing fees or charges incurred on Your behalf.
- c. Refunds will be processed within **fourteen (14) business days** of Our written confirmation that a refund is due.
- d. Refunds will be made to the original payment method unless otherwise agreed in writing.
- e. No refund will be issued where:
 - i. You cancel with less than seven (7) days' notice prior to the Journey Date;
 - ii. You fail to attend or participate in the Journey (a "no-show"); or
 - iii. The Journey is disrupted or cancelled due to Your breach of these Terms.

16. COMPLAINTS AND FEEDBACK

- a. We value Your feedback and aim to provide a professional and reliable service at all times. If You are dissatisfied with any aspect of the Booking or Journey, You must notify Us in writing as soon as reasonably practicable, and in any event no later than **seven (7) days** after the conclusion of the relevant Journey.
- b. Complaints must include sufficient details, including the Booking reference, date and time of travel, a description of the issue, and any supporting documentation or evidence where applicable.
- c. We will acknowledge receipt of Your complaint within a reasonable time and aim to investigate and respond in writing within **fourteen (14) business days**. Resolution times may vary depending on the nature and complexity of the issue.
- d. Submission of a complaint does not relieve You of any payment or other obligations under these Terms.
- e. Any resolution, credit, refund, or compensation offered by Us in response to a complaint shall be **at Our sole discretion** and does not constitute an admission of liability or wrongdoing, nor shall it be admissible in any legal proceedings unless required by law.
- f. Feedback that is false, misleading, defamatory, or made with malicious intent may constitute a breach of these Terms, and We reserve all rights in relation to such conduct.

17. CHANGES TO PRODUCT

- a. You acknowledge and agree that We may, in Our sole discretion, vary, alter, amend, change or update the Content, Materials or the Product at any time.

b. You acknowledge, agree and accept that the Product may be unavailable from time to time (whether it is unavailable due to maintenance or for any other reason).

c. You acknowledge, agree and accept that We take no responsibility for, and to the maximum extent permitted by law we shall not be liable in any way for the Items being temporarily unavailable, whether due to reasons within our control or not.

18. INTELLECTUAL PROPERTY

a. The Items contain intellectual property that is owned by Us and/or that is licensed to Us. This includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Product, Content, Materials and Goods as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Items (hereinafter "Company IP").

b. You hereby acknowledge and agree that, as between Us and You, We own all intellectual property rights in the Items and that nothing in these Terms amounts to a transfer of any intellectual property rights from Us to You.

c. You hereby acknowledge and agree not to use the Company IP for any unlawful or infringing purpose.

d. You hereby acknowledge and agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs) without express written permission from Us.

e. All of the provisions of this clause in relation to "Intellectual property" shall survive any termination of these Terms.

19. REMEDY

Injunctive Relief

You acknowledge and agree that a breach or threatened breach of certain provisions of these Terms—particularly those relating to confidentiality, intellectual property, non-disparagement, or misuse of information—may cause Us immediate and irreparable harm for which monetary damages may be an inadequate remedy.

Accordingly, We shall be entitled, in addition to any other rights and remedies available at law or in equity, to seek **injunctive or equitable relief** (including specific performance or a restraining order) to prevent or restrain any such breach without the need to prove actual damage or furnish security.

This right is in addition to, and not in substitution for, any other remedies available under these Terms or at law.

20. CONFIDENTIALITY

a. Each party agrees to keep confidential and not disclose to any third party any Confidential Information obtained from the other party in connection with the Booking, Journey, or these Terms, except:

- i. As required by law, regulation, or court order;
- ii. With the prior written consent of the disclosing party; or

iii. To that party's legal, financial, or professional advisors, provided they are under equivalent obligations of confidentiality.

b. "Confidential Information" includes, but is not limited to: pricing, operational processes, schedules, supplier or partner arrangements, customer data, and any other non-public business information, whether disclosed orally, in writing, or by any other means.

c. You agree not to use Our Confidential Information for any purpose other than fulfilling Your obligations under these Terms.

d. This clause survives the termination or expiry of these Terms for a period of **five (5) years**, or for as long as the Confidential Information remains confidential, whichever is longer.

21. PRIVACY

a. Through Your use of the Product or other Items, You may provide Us with some of Your personal information. By using the Product or Items, You authorise Us to use Your information in Australia.

b. We take Our privacy obligations very seriously.

c. Please refer to Our privacy policy for further information about what information We collect, how We use it and store it, and Your rights in relation to it.

22. REVERSE ENGINEERING AND SECURITY

You agree not to:

a. reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Items; and

b. violate the security of the Items through any unauthorised access, circumvention of encryption or other security tools, data mining or interference with any host, user or network.

23. SPAM POLICY

You are prohibited from using the Items for the purpose of gathering email addresses and/or personal information from people, companies or other organisations and/or for sending bulk emails or unsolicited emails.

24. GENERAL PROVISIONS

a. **Australian Consumer Law:** You may have certain rights, warranties, guarantees and remedies under the *Australian Consumer Law*, which is contained in the *Competition and Consumer Act 2010 (Cth)*, and these rights, warranties, guarantees and remedies may not be restricted, modified or excluded by Us. Our liability to you is governed solely by these Terms and the *Australian Consumer Law*.

b. **Applicable law:** Your use of the Product and the Items is subject to the laws of Tasmania, Australia and each party submits to the jurisdiction of the courts of Tasmania, Australia.

c. **Written communication:** In relation to any correspondence or notification which is required under these Terms to be provided in writing from one party to the other party:

I. such notice is properly given if given to the other party:

- i. by email to an email address that the other party has nominated, acknowledged or used in connection with the use of the Product or other Items.
- ii. by facsimile to a facsimile address which the other party has nominated, acknowledged or used in connection with the use of the Product or other Items.
- iii. by post to a postal address the other party has nominated, acknowledged or used in connection with the use of the Product or other Items.

II. such notice is taken to be received:

- i. if sent by email, when the email becomes capable of being retrieved by the recipient at the relevant email address.
- ii. if sent by facsimile, at the time shown of correct and complete transmission to the recipient's facsimile number by the sending machine.
- iii. if sent by prepaid post within Australia, five (5) days after the date of posting.
- iv. if sent by prepaid post to or from an address outside Australia, twenty one (21) days after the date of posting.

d. **No assignment:** You must not assign, sub-licence or otherwise deal in any way with your rights under these Terms without Our prior written consent.

e. **Severability:** If any clause or sub-clause of these Terms is held to be invalid or unenforceable, it is to be read down or severed such that the remaining clauses and sub-clauses will be enforced to the maximum extent possible. In such circumstances, the remainder of these Terms shall continue in full force and effect.

f. **No waiver:** In the event that We fail to enforce any provision of these Terms, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any clause or sub-clause of these Terms will not constitute a waiver of any other clause or sub-clause.

g. **Headings for convenience only:** Headings of clauses and sub-clauses under these Terms are for convenience only. Headings shall not affect the meaning of any provision of these Terms.

h. **Parties must take all reasonable steps:** Each party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to these Terms and the events contemplated by them.

i. **Separate agreements:** You may have other legal agreements with Us. Those other legal agreements are separate from and are in addition to these Terms. These Terms do not alter, amend, revise or replace the terms of any other legal agreements You may have with Us.

j. **Entire Agreement**

These Terms constitute the entire agreement between the parties and supersede all

prior agreements, understandings, or representations, whether oral or written, relating to the subject matter.

k. Relationship of the Parties

Nothing in these Terms creates a joint venture, partnership, employment, or agency relationship between the parties. Neither party has authority to bind the other unless expressly agreed in writing.

l. Survival

Any provisions of these Terms which by their nature are intended to survive termination (including clauses relating to liability, indemnity, confidentiality, and dispute resolution) will continue in full force after termination.

25. ADDITIONAL TERMS FOR WINERY TOUR PACKAGES ARRANGED BY US

Where We arrange or facilitate a winery tour as part of Your Booking, the following additional terms apply:

a. Consumption of Alcohol

You and any guests in your group are solely responsible for the lawful and responsible consumption of alcohol during the tour. We do not condone excessive or binge drinking. We accept no liability for the conduct of any person under the influence of alcohol. No alcohol may be consumed on the Vehicle unless expressly permitted in writing by Us. With the exception for alcohol purchased at any visited winery; no alcohol may be brought onto any Vehicle and onto the premises of any winery

b. Disruptive or Intoxicated Behaviour

1. If, in Our reasonable opinion or that of the Operator, any member of Your group becomes excessively inebriated, behaves in a disorderly, abusive, unsafe, or otherwise disruptive manner during the course of the Journey or at any venue:

- i. We reserve the right to immediately terminate the tour and return the Vehicle and all passengers to the original pick-up location or another location of Our choosing; and
- ii. No refund or credit will be provided for any unused portion of the Journey.

2. You agree that You are solely responsible for the behaviour of all members of Your group and shall fully indemnify Us against any and all loss, damage, costs, expenses, claims, or liability (including legal costs on a full indemnity basis) suffered or incurred by Us or any third party as a result of any such conduct. This includes, but is not limited to:

- Damage to the Vehicle or third-party property;
- Additional cleaning or sanitisation fees;
- Fines or penalties issued by venues or authorities;
- Loss of income or business arising from tour disruption or Vehicle downtime.

3. This clause survives termination of these Terms and remains enforceable after completion or cancellation of the Booking.

c. Changes to Venues, Itineraries, and Options

All winery venues, itineraries, tasting options, and schedules are subject to availability and may be changed without notice due to venue capacity limits, operational issues, or safety concerns. We reserve the right to make reasonable substitutions without liability.

d. No Affiliation with Wineries

We are not affiliated with, nor do We act as agents for, any specific winery, venue, or vendor. Participation in tastings or other activities is subject to the terms and conditions of each individual winery.

e. Damages

You are responsible for any damage or excessive cleaning required to the Vehicle or third-party property as a result of Your conduct or that of Your guests. Associated costs may be deducted from the Bond or otherwise recovered from You in accordance with clause 6 (b Security Bond).

f. Timing and Refusal of Entry

You must adhere to the allocated itinerary timing. Wineries may refuse entry or service for reasons including intoxication, inappropriate behaviour, or late arrival. No refund will be issued for missed experiences due to customer delay or misconduct.

g. Cancellation

In the event a participating winery cancels or modifies its availability, We will make reasonable efforts to provide an alternative. However, We are not liable for cancellations or changes initiated by third-party venues.

h. Payments

Non-Refundable Venue Reservations and Administration Charges

Upon payment of the deposit or full Booking Fee, We will proceed to confirm and pay for reservations at the venues scheduled to be visited during Your wine tour. These reservations are often non-refundable and secured on Your behalf.

Accordingly:

a. **No refund will be available** for any portion of the Booking Fee that has been used to secure third-party venue reservations, regardless of whether the Booking is later cancelled or amended.

b. **Administration charges** may also apply for the coordination and processing of such reservations, and these charges are non-refundable under all circumstances.

c. This clause applies in addition to, and does not limit, any other non-refundable charges outlined in these Terms.

i. Refunds

Refunds may be available for the **transport element** of the Booking only, specifically relating to the **vehicle hire charge**, will be calculated based on the timing of Your cancellation and are strictly limited to the terms outlined in **Clause 15 (Cancellation Fees)**.

In no event will the total refund exceed the amount attributed to the vehicle hire portion of the Booking Fee.

j. Food and Dietary Requirements

1. We do not guarantee the availability of food or the accommodation of specific dietary requirements unless expressly prior arranged and confirmed in writing. It is **Your responsibility to notify Us directly at time of booking of any allergies, intolerances, or dietary restrictions**, and to take all reasonable precautions when consuming food or beverages. All food arrangements are the responsibility of the venue or caterer and We make no warranties as to its quality, ingredients, preparation methods, or compliance with dietary requirements.
2. To the maximum extent permitted by law, **We disclaim all liability for any illness, allergic reaction, injury, or loss** suffered by You or any other person arising from the consumption of any food or beverage provided by or at any winery or third-party venue visited as part of the Journey.
3. Subject to Your Non-Excludable Rights under Australian Consumer Law, **We are not liable for any claim, cost, damage, loss, or expense resulting from food consumption during the tour**, whether arising in contract, tort (including negligence), or otherwise.

k. Amendments

Amendments to winery tour itineraries must be requested in writing and are subject to availability and additional costs, which must be confirmed and accepted by You in writing.

Where You request an amendment to a Booking and the amendment cannot be accommodated for any reason (including venue availability, scheduling conflicts, or operational limitations), **We are under no obligation to offer a refund**, and **You shall have no grounds to claim a refund** of any Booking Fees already paid.

No refund, credit, or compensation will be provided where an amendment request is declined or cannot be implemented due to factors outside Our control or not in accordance with these Terms.

l. Per Person Entitlements

- i. Each tour attendee is entitled to **one (1) wine tasting session at each specified location** and **one (1) meal per person per day**, as outlined in the Booking.
- ii. Entitlements **may not be transferred, shared, or used multiple times**, even if the group size has been reduced due to a cancellation for which no refund has been issued.
- iii. Attendees are not permitted to consume or request additional tastings, glasses, or meals in place of individuals who cancel, fail to attend, or are otherwise absent from the group.
- iv. Venues and providers may refuse service where multiple tastings or meals are requested contrary to this clause, and no refund or compensation will be provided in such circumstances.
- v. It is the responsibility of the organiser or primary Booking contact to ensure all guests are made aware of these limitations prior to the tour.

m. Disclaimer and Limitation of Liability

i. Consumer Guarantees

Nothing in these Terms excludes, restricts, or modifies any guarantee, warranty, term, or condition, right or remedy implied or imposed by the *Competition and Consumer Act 2010 (Cth)* or any other applicable law which cannot lawfully be excluded or limited (Non-Excludable Rights).

ii. Limitation of Liability

Subject to clause (a), and to the fullest extent permitted by law:

- We exclude all liability to You (whether arising in contract, tort, statute, or otherwise) for any and all loss, damage, cost, or expense (including consequential, indirect, or incidental loss, loss of profit, loss of revenue, loss of opportunity, or reputational damage), arising out of or in connection with any breach of these Terms, or the provision (or failure to provide) the Services, including any act or omission by Us, even if We were advised of the possibility of such loss.

iii. Cap on Liability

Where Our liability for a breach of a consumer guarantee or other Non-Excludable Right can be limited, Our liability is limited (at Our option) in accordance with clause 13 of the Terms to one or more of the following:

1. The resupply of the Services; or
2. The payment of the cost of having the Services supplied again.

iv. Total Aggregate Liability

To the extent permitted by law and subject always to any Non-Excludable Rights, Our total aggregate liability to You or any third party in relation to all claims arising out of or in connection with these Terms or the Services shall not exceed the total amount of the Booking Fees paid by You in accordance with clause 13.1 of the Terms.

26. CONTACT US

You can contact Us about these Terms using the following details:

E: info@coacharoundtasmania.com;
M: 0403811723