



## **Be Inspired Food & Wine Tours – Terms & Conditions (the Legal Stuff I have to tell you)**

Please read the following Terms & Conditions carefully.

Be Inspired (henceforth 'BI') requires You to consider and accept the following Terms & Conditions prior to making a Tour booking.

If You do not accept these Terms & Conditions, do not make a booking or pay a deposit. By booking with BI and paying the non-refundable deposit or full payment, You acknowledge that You have read, understood and agree to be legally bound by these Terms & Conditions.

BI may amend these Terms & Conditions at any time. All amended Terms & Conditions are automatically effective upon being posted on our website. Additionally, if You have paid a deposit for a Tour, BI will notify You as soon as possible of any changes.

### **Booking, Deposit and Balance of Payment**

All reservations for a Tour are to be made directly with BI.

Reservations will not be considered definite until the specified deposit has been received as cleared funds.

Your deposit is non-refundable.

The final payment for April/May tours is due on 1 December of the previous year and for September/October tours on 1 May of the same year. Failure to pay the balance by the due date may result in a cancellation at BI's discretion.

Reservations made after the balance is due must be paid in full at the time of the reservation.

### **Tour Cancellation Policy**

#### *1. Cancellation by BI*

BI reserves the right to cancel or reschedule a Tour and will advise You of such cancellations no later than thirty (30) calendar days before the start date of that Tour.

If the Tour is cancelled by BI, BI will offer You a choice of an alternative Tour or a full refund for the booked Tour. BI is not responsible for any additional travel arrangements or costs arising from cancellations or changes to the Tour booked by You, and You agree not to make any claims against BI for such costs.



### *2. Cancellation by You*

Should You need to cancel Your Tour, please notify BI in writing. Cancellation fees, applicable on a per person basis, are:

- Prior to 1 May of the year of Your Tour – no refund of deposit;
- After 1 May of the year of Your Tour – no refund of total Tour cost

Deposits are non-refundable and there is no refund for unused portions or unused services of the Tour.

### *3. Minimum Group Number*

All Tours must have a minimum number of six (6) people to proceed. If the minimum number of people is not reached, the Tour may be cancelled and Your payment fully refunded.

Alternatively BI may, at its discretion, offer You the option to:

- transfer to another Tour on another date which has the minimum number of people; or
- continue with the scheduled Tour subject to an increase in the cost of the Tour to accommodate the smaller group

### **Prices Policy**

All quoted prices are:

- per person twin/double occupancy (two Guests sharing a room)
- land-based only
- include planning, handling and operational charges.

BI is under no obligation to give You a breakdown of costs involved in any Tour.

### **Inclusions in Published Tour Price**

All quoted prices include:

- all accommodation as noted in the itinerary, including related taxes
- all meals as specified
- land transport in a private vehicle as specified in the itinerary
- all guided sightseeing and entrance fees noted in the itinerary
- services of BI Tour Director and driver throughout the Tour.



### **Exclusions from Published Tour Price**

The quoted prices do not include:

- costs associated with obtaining passports and visas
- domestic and/or international air or transport fares prior to, or after, the Tour (including airport transfers to/from hotels)
- arrival and departure taxes
- in-room food and beverage expenses (e.g. mini-bar, room service), room upgrades
- personal travel insurance and any other insurance charges
- medical expenses and vaccinations
- meals other than those specified in the itinerary, including menu requests outside of set menus
- additional activities and the hire of guides not specified in the itinerary
- taxis or other public transport
- personal expenses including but not limited to phone calls, laundry, gratuities/gifts

It is Your responsibility to ensure settlement of any charges made by a hotel. All hotels require Your passport on check-in for extra services ordered directly by You such as room service, mini bar, laundry, communication charges (e.g. telephone, fax, email), or items of a personal nature).

### **Baggage**

Baggage and personal effects are at Your risk throughout the Tour.

### **Single Supplement**

Guests not sharing a room with another person will be required to pay the applicable single supplement to undertake the Tour. BI endeavours to keep this single supplement to a minimum.

### **Independent International Air Travel Arrangements**

At least 60 days prior to Tour commencement date, you are requested to provide BI with

- your international flight schedules
- details of an emergency contact/next of kin
- your passport details
- confirmation that you have valid travel insurance for the duration of the tour



### **Changes to the Itinerary**

- BI makes every effort to operate all Tours as advertised.
- BI reserves the right to vary the itinerary and give You prompt notice thereof.
- BI reserves the right to change the daily itinerary on Tour due to weather conditions or circumstances beyond its control. These decisions are final and may not be disputed during or after the Tour.
- If for any reason BI is forced to change any part of the Tour, it accepts no responsibility for additional costs incurred by You.

### **Travel Documentation – Passports and Visas Policy**

- Passport and visa requirements are not BI's responsibility.
- It is Your responsibility to ensure that Your Passport is current and, for all international Tour Guests, has a minimum of six (6) months validity after the end date of the Tour and at least two blank pages for immigration and visa stamps.
- Visa requirements vary for different nationalities and depend on the countries visited during the Tour. You are advised to contact appropriate consulates to ascertain visa requirements.
- BI is not liable for any loss or expense due to Your failure to have a valid passport or visa.
- BI cannot be held responsible for any delays, damages and/or losses, including missed portions of Tours, related to improper or insufficient travel documentation.

### **Travel Insurance Policy**

Due to the 2019 pandemic travel insurance policies have changed.

- For your safety and security BI requires that You have a policy to cover You for any losses or injuries that may occur while on Tour.
- You assume all responsibility and risk of personal injury, death or property damage. BI is not liable for any result that may arise out of any events and You indemnify it against any claim.



### **Consular Travel Advisories and Warnings**

- It is Your responsibility to be informed about the most current travel advisories and warnings by referring to Your embassy's travel website.
- In the event of a warning against travel to the specific destination location(s) of the Tour, BI will consult embassies to determine whether to confirm or cancel a Tour.
- If the Tour continues and You choose to travel, notwithstanding any travel advisory or warning, You assume all responsibility and risk of personal injury, death or property damage.
- BI is not liable for any result that may arise out of the events like those advised or warned against, and You indemnify BI against any claim.

### **Special Needs & Requirements**

- BI strives to accommodate all guests to ensure a comfortable and enjoyable experience. If You have dietary restrictions, allergies, mobility concerns, or other special requirements, You must notify BI before booking to discuss whether or not the Tour is suitable for you.
- While BI makes every effort to meet Guests' needs, certain experiences, venues, and transportation may have limitations outside BI's control.
- If You require assistance beyond what BI provides, you are encouraged to travel with a companion.
- If You have an anaphylactic allergy, You must carry Your own epi-pen.

### **Participation, Medical Advisories & Conduct**

- To enjoy the Tour program as intended, You are required to have a minimum reasonable level of fitness as there can on occasion be a considerable amount of walking. If you are not capable of participating in any activity on Tour due to health/mobility issues, you are welcome to miss that activity.
- You should have the capacity to participate without any assistance (extenuating circumstances may be excepted).
- If You have any medical, physical or other condition, including disabilities, that could create a risk to Yourself or to other members of the Tour, BI requires written notice prior to Your booking to enable it to assess if You will be able to participate in the Tour.
- BI reserves the right to decline or remove You from a Tour, at Your own expense, if Your conduct is deemed incompatible with the group or if Your health condition or mobility may risk other Tour Guests.



- Should You require or request medical attention during the Tour, such attention will be provided by locally available health care officials and at locally available facilities.
- In such events, BI is not liable for any direct or indirect costs, losses and/or expenses incurred by You for health service costs nor for the quality of medical care or medical services rendered.
- You are requested to familiarise Yourself with any health requirements specific to the countries being visited. It is highly recommended that You check with, and get advice from, a medical practitioner and/or a local health authority or consulate regarding the current health requirements (i.e. precautions, vaccinations, etc) applicable for travel to a Tour destination.

### **Responsibility**

- BI is acting only in the capacity of Agent in all matters regarding all Tours.
- While it takes all reasonable care to select excellent quality service providers, these services are not provided by BI but by hoteliers, transportation companies, travel agents and other service providers, which are not under BI's control.
- All coupons, vouchers, receipts and tickets issued by the hoteliers and transportation companies, travel agents and other service providers are issued subject to the Terms & Conditions of liability contained in those documents, which may limit or exclude liability for death, personal injury or delay.
- Where the services are provided, BI assumes no liability for any acts or omissions of any supplier including, without limitation, those involving failure to deliver or partial or inadequate delivery of services, overbooking or downgrading of services, cancellation of tours, schedule changes, re-routings, delay, theft, damage to or loss of baggage, property damage, accidents, death, sickness or injuries to persons regardless of cause, or other unforeseen events caused in connection with those service providers, their employees, agents, servants or representatives, whether or not any Tours sold, services rendered or transportation provided is arranged through BI.
- BI does not accept any liability caused directly or indirectly by events beyond its control, including, but without limitation to, war or threat/acts of war, acts of government, acts of terrorism, fire, strikes or other labour activities, civil unrest, insurrection or revolt, quarantines, floods, weather conditions, natural disasters, incidents at sea, accidents or failure of mechanical equipment, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time or other disturbances of any kind which cancel, interfere with, or add cost to the services requested.



- There are certain inherent risks associated with travel and at times there may be inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. You assume all such risks with regard to these possibilities.
- BI is not liable for any negligent or wilful act of any such person or entity or of any third person.

### **Limitation of Liability**

BI's total liability arising out of, or in connection with, any Tour, however it arises, will not exceed Your cost of the Tour. You indemnify BI, its affiliates, employees, agents, contributors and licensors, from any direct, indirect, incidental, special, consequential or exemplary damages incurred by You, however caused, including, but not limited to, loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

### **Waiver**

While on Tour there may be instances where You wish to join the Tour Director or Tour guide for activities in free time outside the Tour program, which may involve catching taxis or using public transport to shopping/dinner locations or other destinations chosen at the time. BI and its Tour Director and/or guides will not be liable for any accident, injury, death, property damage or loss in relation to such activities outside of the Tour program. By attending, You agree to take part in such activities at Your own risk.

### **Complaints**

If You have any complaint about any part of Your Tour, or about Your Tour Director or any other matter, before, during or after Your Tour, You must make it known at the earliest opportunity to the BI Director who will endeavour to resolve the issue at the time. If at the end of the Tour, You feel Your complaint has not been properly dealt with, You must notify BI in writing within thirty (30) days of the end of Your Tour.

### **Agreement**

Your payment of deposit and/or the issue of Tour confirmation documents shall be deemed Your consent to and acceptance of these Terms & Conditions as updated from time to time.



### **Confidential**

All communications and any information BI provides You is confidential.

### **Governing Law**

These Terms & Conditions are governed by and construed in accordance with the law from time to time in force in New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of NSW.

You agree that the exclusive venue for resolving any dispute shall be in the Courts of New South Wales, Australia.

### **Independent Legal Advice**

Both parties confirm that the provisions of these Terms & Conditions are fair and reasonable, and that they have had the opportunity to obtain independent legal advice. They further declare that the Terms are not contrary to public policy on the grounds of inequality, bargaining power, or restraint of trade.

### **Waiver**

The failure, delay or omission by BI to exercise any power or right conferred upon it by the Terms will not operate as a waiver of that power or right, nor will any single exercise of any such power or right preclude any other or future exercise of the power, or the exercise of any other power or right under these Terms.

### **Severance**

If any part of these Terms are found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.