# **Tour operator: terms and conditions**

Te	rms a	and condit	ions of [Coast = = = = = = = = = = = = = = = = = = =
We a	ıre [bus	iness name], a	a company registered in [ ■ ■ ■ ■ ], ■ ■ ■ ■ [ ■ ■ ■ ].
Our a	address	s is [address].	
Thes	e terms	and condition	s are your contract with us for provision of ■ ■ ■ ■ ■ ■ ■ ■
confi	rmation	invoice (who r	d "your" include the lead-named person on the must be at least 18 years old
Thes	e are t	he agreed teri	ms
1.	Defi	initions	
	"Holid	day"	means [any adventure/holiday/event/activity] • • • • • •
	"Holid	day Services"	means our service in providing a Holiday.
2.	The	contract k	petween us
	2.1.		est Pty Ltd] Holiday Services vary. Whatever service you erms
	2.2.	confirmation booking and	between us comes into existence when we send our invoice to you. You will have undertaken to pay for your we will have undertaken ••••••••••••••••••••••••••••••••••••
		<b></b> ].	
	2.3.	If we are una	ble to accept your booking, we will of    I I I I I I I I I I I I I I I I I I
	2.4.	you have the	ake a booking with us, whether or not through our website, benefit of

enter into the contract and that you and they have agreed to be jointly and severally liable	2.5.	booking form, as provided on our website. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and we do not
guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly and severally liable	You	r authority to book for others
<ul> <li>3.2. It is your responsibility to ensure that all of the details on your travel documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other **.**</li> <li>3.3. As lead member of your party, we will deal **.***</li> <li>What is included in the price of a [Coast to Coast Pty Ltd] Holiday?</li> <li>4.1. travel from the meeting point to your return to the departure point (which **.*** **.****);</li> <li>4.2. accommodation and all meals (unless otherwise **.**********************************</li></ul>	3.1.	guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly
documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other		
What is included in the price of a [Coast to Coast Pty Ltd] Holiday?  4.1. travel from the meeting point to your return to the departure point (which *** *** *** *** *** *** *** *** *** *	3.2.	documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the
What is included in the price of a [Coast to Coast Pty Ltd] Holiday?  4.1. travel from the meeting point to your return to the departure point (which *** *** *** *** *** *** *** *** *** *		•••••••
<ul> <li>4.1. travel from the meeting point to your return to the departure point (which  a</li></ul>	3.3.	As lead member of your party, we will deal
<ul> <li>(which</li></ul>		-
■■■■); 4.3. drinking water;	4.1.	
<b>5</b>	4.2.	•
	4.3.	drinking water;
4.4. services of one or more [■ ■ ■ ■ / ■ ■ ■ ■ ].	4.4.	services of one or more [ $\blacksquare \blacksquare \blacksquare \blacksquare / \blacksquare \blacksquare \blacksquare = ].$

## 5. What is NOT included?

6.

5.1.	return flights to the holiday destinations;
5.2.	all other costs incurred before you board transport at the meeting point and ••••••;
5.3.	travel insurance or any other insurance • • • • • • • • • ;
5.4.	passport and visa costs;
5.5.	vaccinations and medication, before, during ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.6.	food and drink over and above what we $\blacksquare$
5.7.	gratuities you choose to give, in addition to any we give $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
Holi	day prices
6.1.	When you make your booking, we shall ask you for a deposit of [25] % of the total cost. Deposits are non-refundable, except as mentioned below, but in some cases may be transferable to another [Coast to Coast Pty Ltd] Holiday. The balance of the price must be
6.2.	Any booking made less than [six weeks] prior to the departure date must be accompanied by •••••••••••••••••••••••••••••••••••
6.3.	We shall not change the price of your booking once • • • • • • • • • • • • • • • • • • •
Spe	cial requests
at the	pecial requests relating to your travel arrangements must be sent to us time of booking in writing. While we try to meet your reasonable sts. we do not guarantee that they will be fulfilled. If we are able to

	•••	
8.	Min	imum participants required for the Holiday
	8.1.	As stated on our website, a minimum number of participants are required in order for the Holiday to go ahead. Therefore we
	8.2.	In the event of any such cancellation, all deposits or other payments made specifically to [Coast • • • • • • • • • • • • • • • • • • •
	8.3.	We reserve the right to cancel any Holiday, for which there are not enough bookings, not less than [four weeks] prior to the departure date. In the event of our cancellation, your deposit (and any other payment you may have made to
	8.4.	You agree that all these provisions are reasonable.
	•	promote and an arrow promote and reader and re-
9.	Cha	inging your booking
	Howe chan	
		\$ [ 100 ] <b> </b>
	•••	
10.		nsferring your booking
	If you	u would like to • • • • • • • • • • • • • • • • • •
		The transferee must • • • • • • • • • • • • • • • • • • •

----[6---]-----

10.2.	You must inform us about your intention to tra	
10.3.	You and the transferee will accept that you an	
10.4.	Our administration charge for a transfer made    • • • • • • • • • • • • • • • • • •	
10.5.	Please note that some airlines may treat your and	
	••••	•••••
10.6.	We will not refund or compensate you if changed and an expense of the compensate of the changed are also as a second and a second are also as a second are a second a	
	■■.	
Can	cellation by you	
11.1.	If you or a member of your party needs to can must tell us by	cel your booking, you
	:	
	For travel by coach:	
	more than [42] days before departure:	Deposit
	between [41 = = = 30 ] = = = = = = = = = = = = = = = = = =	30% of booking cost
	between [20 = = = 7] = = = = = = = = = = = = = = =	70% of booking cost
	[6] days or fewer before departure:	No refund

	For travel by air	
	more than [42] days before departure:	40% of booking cost
	between [41 <b>= = =</b> 30 ] <b>= = = = = =</b>	50% of booking cost
	■ ■ : [29 or fewer] days before departure	No refund
11.2.	If you or a member of your party cancels your	=
11.3.	In any circumstances giving rise to cancellationallowing you to transfer the money    I I I I I I I I I I I I I I I I I I	,
11.4.	In any of the above circumstances, ■ ■ ■ ■	
Note:	we strongly recommend	•••••
If we	e cancel your Holiday or make ch	anges
Becau	use we make travel arrangements far in advand	ce, ••••••
• •		:
12.1.	We will always inform you	
	12.1.1 accept the change; or	
	12.1.2 accept our offer	
	;	

	12.3.
13.	If you have a complaint
	[14]
14.	Limitations on our liability
	14.1.
	14.2.
	14.2.1
	14.2.2 medical emergencies;

12.2.

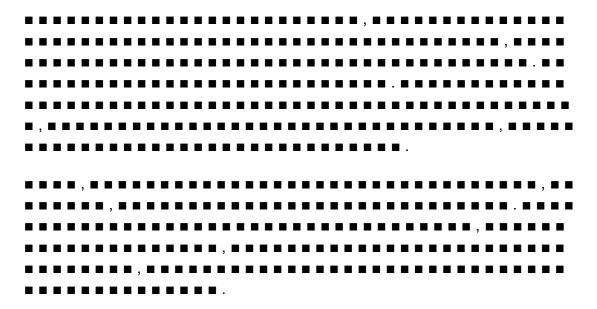
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	14.4.										,		, . , .	
	14.5.										•••			
15.	Pas	sport,	visa	and	imr	nigra	atio	n re	qui	rem	ent	ts		
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# 16. Help we need from you

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16.1.		• • [	 	 	 				] = •			
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16.2.			•••									
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16.3.												
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16.4.				 	 , ■ ■					 	■ ■ (	
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### 17. Terms and conditions of third party providers



#### 18. Miscellaneous matters

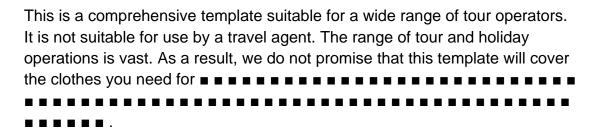
18.1.	 _		 	 - 1		 		 		 					_	
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18.2.				 - 1		 -										
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18.3.	 -			 - 1		 						<b>.</b>				
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18.4.	 		 	 - 1		 		 		 					_	
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18.5.												<b>.</b>	198	88		
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	].
18.6.	
	•••••••••
18.7.	,
18.8.	
	It shall be deemed to have been delivered:
	;
	••••72••••••;
	].
18.9.	,

## **Explanatory notes:**

Tour operator: terms and conditions

#### **General notes**



For more information and detailed guidance please visit:

https://www.business.gov.au/Planning/Industry-information/Tourism-industry

https://www.accc.gov.au/publications/travel-accommodation-an-industry-guide-to-the-australian-consumer-law

### Paragraph specific notes

Notes numbering refers to paragraph numbers.

#### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
We have used general terms "Holiday Services". By all means edit these definitions to an expression and description which more precisely covers the scope
By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the

#### 2. The contract between us

This paragraph forms the basis of your agreement. It is always an important point of contract law to be specific about when the contract comes into existence. Both sides need to know when they are bound by it. It is particularly important in
Your authority to book for others
It is important to make clear that the person booking is the legal agent for others in his/her party. If the words are not clear that this person is booking on behalf of others, then he/she
What is included in the price of a Holiday
This and the following paragraph • • • • • • • • • • • • • • • • • • •
It is entirely up to you as to how you wish to present information to your clients. In this document, we have provided all that you require contractually. Here, we suggest that you could use a separate "information pack". This is just one way to providing detailed information. Although this is not technically part of
Edit according to reflect your actual procedures.
What is NOT included
It is not legally required to provide list of items that are "•••••". ••
Edit or delete as you require.
Holiday prices
A framework of practical business provisions.
Whatever cost that will be required.
Edit as you require.

4.

5.

6.

7.

Special request

	By all means edit
8.	Minimum participants required for the Holiday
	If applicable then edit to •••••.
9.	Changing your booking
	Edit as you require.
10.	Transferring your booking
	This paragraph covers an option where the traveller can transfer his
11.	Cancellation by you
	We have provided for • • • • • • • • • • • • • • • • • • •
12.	If we cancel your holiday or make changes
	This paragraph gives ••••••••••••••••••••••••••••••••••••
	Edit as you require.
13.	If you have a complaint
	This is important. Leave as it is.
14.	Limitation on our liability
	This paragraph limits your liability. It follows that each case which comes to Court is taken on its own facts.
	When it is obvious that client needs help for some reason, then

	<b>.</b>
15.	Passport, visa and immigration requirements
	We have no comment.
16.	Help we need from you
	An optional provision
	Edit or remove as you require.
17.	Terms and conditions of third party
	You will be aware that you are now responsible
18.	Miscellaneous matters
	A number of special points. Some are relevant to

**End of notes**