



ABN 15 133 979 594

We are an Accredited Tour Operator- Lic 36069

## **Terms and Conditions**

Keen2Tour Pty Ltd endeavours to ensure everyone's outing or transfer is what you expect from us. In order to deliver our patented high level of service we have a few Terms & Conditions that we need to implement. If you have any queries on our Terms & Conditions please contact our office for further assistance.

### **General Terms and Conditions.**

Keen2Tour Pty Ltd reserves the right to alter itineraries at any time as a result of fire, flood, extreme weather conditions or any other circumstance beyond their control.

- By confirming your booking with Keen2Tour Pty Ltd you are agreeing to Keen2Tour Pty Ltd Terms and Conditions under our policies and guidelines.
- Prices are Subject to change at any time and include GST.
- Seat belts must be worn in buses that have them fitted.
- NO SMOKING is permitted on any of our buses.
- All illegal substances are prohibited on any of our buses.
- All Passengers must be seated when the vehicle is moving.
- Passengers must not interfere with any equipment inside the vehicle at any time.
- Keen2Tour Pty Ltd personnel must be advised of any medical conditions of any passenger which may affect the booking, cause a health and safety issue or risk.
- Passengers are not permitted to place any part of their body outside the vehicle, whilst the vehicle is moving.
- Special requests by the client during the charter are to be agreed to by the driver.
- Any additional payments required resulting from damage; cleaning, fines or penalties will be claimed from the Hirer.



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- Keen2Tour Pty Ltd reserves the right to charge the hirer for all extra charges, cleaning and damage fees, fines and penalties
- Personal Travel insurance is recommended for all passengers travelling on-board our vehicles, for all types of hire.
- Keen2Tour Pty Ltd will ensure it has full insurance cover and Public Liability at all times.
- By making a deposit to secure a booking with Keen2Tour Pty Ltd you are bound by its Terms and Conditions.
- Keen2Tour Pty Ltd reserves the right to terminate a charter if any actions are deemed threatening or dangerous to the Driver or other passengers.
- The Driver is authorised to have an unruly passenger removed, who is threatening or placing the driver or passengers in a dangerous situation. (The removal of a passenger will not occur if it places that passenger at some form of risk, but the matter may be reported to the Police if deemed necessary by the Driver or the Management of Keen2Tour Pty Ltd).
- Keen2Tour Pty Ltd accepts no liability or responsibility for any delays caused by traffic or traffic accidents.
- Keen2Tour Pty Ltd accepts no responsibility for any lost or damaged luggage therefore please keep an eye on your luggage at all times.
- When emailing, please be aware this is not a confirmed booking. A confirmation will be sent via email or mail from our office. Hire is subject to bus availability & payment of Agreed Deposit Amount.
- Keen2Tour Pty Ltd reserves the right to outsource Charter Bus work, when it is unable to undertake a booking because of vehicle availability. (This will not result in an increase in the agreed quote provided unless the vehicle provided is specifically requested by the client).
- All lost property will be returned to Keen2Tour Pty Ltd office and registered in our Lost & Found Register. For all lost property enquiries please contact our office between 8.00am and 4.00 pm Monday to Friday.
- All lost property will be held at Keen2Tour Pty Ltd office for a maximum of three (3) months after which all items will be disposed of accordingly.



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- Passenger Disclaimer Register - Must be Signed by all passengers attending Hen's Parties, Ladies Days , Weekends Away, Fundraising Tours , Group Hire

## **Payment / Bookings**

- Keen2Tour Pty Ltd will not be held responsible for any bookings not confirmed by our office.
- By making a deposit payment to secure a booking with Keen2Tour Pty Ltd you are bound by its Terms and Conditions.
- Deposit payments to secure booking are Due no less than 14 days from date of quotation. Unless other arrangements have been discussed with our office.
- **Deposit Payments Required ( Non Refundable )** - Must be paid to secure your booking
  - Extended Tours - \$200per person to secure seat
  - Group Hire - \$200 per Group
  - Hen's Parties, Ladies Days, Weekends Away - \$200 per Group
  - Fundraising Tour - \$200 per Group
  - All other Hire - \$200
- When emailing, please be aware this is not a confirmed booking. A confirmation will be sent via email or mail from our office
- Hire is subject to bus availability & payment of Agreed Deposit Amount.
- Quotes are valid for 14 days and may vary after this time to cover any additional costs for fuel, admissions, accommodation or Government charges.
- Any variations to the original booking may incur additional charges and fees.
- The method of payment is to be arranged prior to the bus charter.
- **Payment options available** include Direct debit, Cheque, or Paypal - via our websites [www.keen2tour.com](http://www.keen2tour.com) & [www.keen2tourladiesdays.com](http://www.keen2tourladiesdays.com) (surcharge may apply to Paypal payments).
- **Cash payment will not be accepted on day of tour** ( cash payments will be accepted only 7 Days or more prior to tour date – must be arranged with the office)
- Payment by business cheque is accepted on receipt of our invoice.



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- Personal cheques for Either GROUP HIRE - DAY TOURS - EXTENDED TOURS are required at our office **7 working days** prior to the booking/tour date for bank clearance.
- Any variations to the original booking may incur additional charges and fees.
- Keen2Tour Pty Ltd reserves the right to charge the hirer for all Extra charges, Cleaning and Damage fees/ Repairs, Fines and penalties incurred during the Hired period.
- We reserve the right to offer an alternative tour of a similar standard in the case of any reason beyond our control.
- We reserve the right to offer alternative accommodation/tour of a similar standard in the case of the accommodation / tour overbooking their property/tour or for any reason beyond our control.

### **Cancellation & Refund Policy**

#### **Cancellations within 8 days or more Notice of Tour Departure Date**

##### **DAY TOURS**

- Cancellations of confirmed bookings will attract a AUD\$20.00 (Inc. GST) Administration fee and **in addition** to the Cancellation Fee/s of the Service Provider/Operator, which may include accommodation costs, meals, Full admission / entrance fees, ticket prices or other costs involved that are applicable to your selected tour.

#### **Cancellations within 7 day's Notice of Tour Departure Date**

##### **DAY TOURS**

- No Refund will be issued for monies paid.

#### **Group Hire - Extended Tours – Ladies Days – Hen's Parties – Weekends Away – Fundraising Tours**

#### **Cancellations within 8 days or more Notice of Tour Departure Date**

- Cancellations of confirmed bookings will incur a loss of the \$200 Deposit paid and **in addition** to the Cancellation Fee/s of the Service Provider/Operator, which may include accommodation costs, meals, Full admission / entrance fees, ticket prices or other costs involved that are applicable to your selected tour.



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## Group Hire - Extended Tours – Ladies Days – Hen’s Parties – Weekends Away – Fundraising Tours

### **Cancellations within 7 day’s Notice of Tour Departure Date**

- Deposit paid by Hirer is forfeited and All monies paid for Tour accommodation costs, meals, Full admission / entrance fees, ticket prices or other costs involved that are applicable to your selected tour are forfeited.
- No refund will be issued for those passengers paid for and not attending on day of tour.

### **Cancellations within 48hours of Tour Departure Date**

- No Refunds will be issued for any passengers not attending the tour at last minute notice including All monies paid for Tour accommodation costs, meals, Full admission / entrance fees, ticket prices or other costs involved that are applicable to your selected tour are forfeited.

### **Tentative Bookings**

Keen2Tour Pty Ltd reserves the right to resell a booking if a deposit or balance is not paid in the period stipulated in these conditions after two attempts have been made by Keen2Tour Pty Ltd personnel to obtain the payment.

### **Responsibility:**

Keen2Tour Pty Ltd finalises all arrangements upon the express condition that it shall not be liable, apart from non-excludable liability, for any injury, death, damage, loss, accident, delays, generally or irregularity which may be occasioned either by reason of defect in any venue, vehicle or through the acts of default of any person engaged in conveying or accommodation of passengers or in the carrying out of arrangement of tours, events or otherwise in connection herewith.

Keen2Tour Pty Ltd has/have utilised information provided by third party companies and all attempts have been made to ensure the accuracy of this information. Alterations and amendments can occur and Keen2Tour Pty Ltd cannot be held responsible.

Keen2Tour Pty Ltd does/ do not accept any liability of whatever nature for the acts, omissions, or default, whether negligent or otherwise, of companies/persons providing services in connection with your booking pursuant to contract between them and yourselves and over whom we have no direct and exclusive control. We do not accept liability in contract or in tort (actionable wrong) of



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any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action (whether or not involving our employees and even though such action may be settled by acceding to the demands of a labour group).

### **NSW Law of Contract.**

The contract is governed in all respects by the law of the State of New South Wales and any legal action arising under the Contract shall be litigated only in the appropriate Court having jurisdiction in that state. All prices are subject to change should State or Federal Governments introduce a tax of any kind on our products/services.

### **COMPLAINTS:**

- Any complaints in respect of Keen2Tour Pty Ltd services should be made in writing to the company's head office within 14 days by post to PO Box 281 Cooranbong NSW 2265
- All complaints will be registered in our Complaints Register as required by NSW Transport & Infrastructure (formally the Ministry of Transport) under Clause 12B (1) (g) of the Passenger Transport (Bus Services) Regulation.

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