TERMS & CONDITIONS

Copyright Statement

Copyright 2018, Koala Blue Tours, All rights reserved

Disclaimer / Terms of Use of website

You agree to be bound by these terms of use by accessing, browsing, opening or otherwise using any part of this web site.

The information contained on or linked to this web site is general information. Nothing on this site is or purports to be advice. You should not rely on any information on or linked to this web site. If you need advice, you should seek personal professional advice based on your own circumstances.

While every effort is made to ensure the information and links on this web site are accurate, the technology is changing at such a speed that the information and links may not always be up to date. Website material not legal advice

Any content, including publications and email newsletters, on this website is intended only to provide a summary and general overview on matters of general interest. This information is not intended to be comprehensive nor does it constitute legal advice of any form. We at Koala Blue Tours attempt to ensure that the content is current but we do not guarantee its currency. You should seek legal or other professional advice before acting or relying on any of the content. Liability

Koala Blue Tours is not responsible to you or anyone else for any loss suffered in connection with the use of this website or any of the content. This includes, but is not limited to, the transmission of any computer virus.

Koala Blue Tours makes no warranties or representations about this website or any of the content. We exclude, to the maximum extent permitted by law, any liability which may arise as a result of the use of this website, its content or the information on it.

Where liability cannot be excluded, any liability incurred by us in relation to the use of this website or the content is limited as provided under the Trade Practices Act 1974 (s68A). We will never be liable for any indirect, incidental, special or consequential loss arising out of the use of this website, including loss of business profits.

Privacy Statement

Koala Blue Tours Pty Ltd is committed to safeguarding the privacy of our website visitors and users. The following policy sets out how we will treat your personal information and any information gathered on this website.

Types of data

We may collect, store and use the following kinds of personal data:

- information about your visits to and use of this website;
- information that you provide to us for the purpose of registering with us and/or subscribing to our website services and/or email notifications
- Information about website visits

We may collect information about you computer and your visits to this website such as your IP address, geographical location, browser type, referral source, length of visit and number of page views. We may use this information in the administration of this website, to improve the website's usability, and for marketing purposes.

We may use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

Most browsers allow you to refuse to accept cookies. This can, however, have a negative impact upon the usability of many websites, including this one.

Using your personal data

Personal data submitted on this website will be used for the purposes specified in this privacy policy or in relevant parts of the website, being only to get back into contact with you, in relation to your submitted inquiry on either our Contact Us form, or our Request A Free Quote form. We will never abuse your personal data with direct marketing material, without your expressed consent.

We will never on-sell, share, or divulge your personal data to any third parties, unless it is for one of the following purposes:

- to the extent that we are required to do so by law
- in connection with any legal proceedings or prospective legal proceedings

Security of your personal data

We will take reasonable precautions to prevent the loss, misuse or alteration of your personal information. Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

This website contains links to other websites. We are not responsible for the privacy policies of third party websites.

Australian Law

These terms and Conditions together with any Booking Confirmation shall be subject to and construed in accordance with the laws of Australia. The parties hereby agree to submit to the exclusive jurisdiction of the courts of Australia.

General Carriage Terms and Conditions:

By placing a booking with Koala Blue Tours, the client acknowledges that they have read, understood and agree to accept the Terms and Conditions as detailed below. Immediately upon verbal, written or digital confirmation of a booking these Standard Terms and conditions apply, unless previously amended and agreed upon on writing.

Quotations

All quotations are valid for a period of 7 days, and are subject to availability until a confirmed booking is made. Quotation requests sent via email will attempt to be replied to within 24 hours, if you don't receive a reply email within this timeframe please call us as we may not have received the email for a number of reasons.

Booking Confirmations and Amendments

It is the sole responsibility of the client to check the Booking Confirmation details, for its accuracy and completeness with any discrepancies found in the Booking Confirmation advised to Koala Blue Tours straightaway.

Koala Blue Tours cannot be held responsible for any delays to an itinerary due to traffic problems and/or weather conditions. Koala Blue Tours hold no liability to the client for failing to arrive at a destination on time due to circumstances beyond our control.

All times stated are based on <u>standard Queensland times</u>. It is the client's responsibility to make sure that their itinerary reflects daylight savings time changes during the year if needed. Koala Blue Tours cannot accept responsibility for any itinerary errors relating to this. If a

client requires an amendment to a booking, the amendment will only be considered as confirmed if made in writing and Koala Blue Tours has acknowledged the amendment with a new Booking Confirmation. Please do not attempt to make any amendments to an itinerary with your driver as they do not have the authority to agree or disagree with the terms of the charter. Please make sure to call the office or 24 hour mobile number as soon as you are aware of any amendments.

It is also recommended to call the office 24 Hours prior to your charter to reconfirm all details.

As per your Booking Confirmation, any amendments to your booking may result in extra costs.

Payment

Please refer to your Booking Confirmation for payment instructions.

If payment has not been received within the agreed time frame, this may result in the confirmed bus/coach no longer being available.

All bookings made using credit or debit cards will incur a processing fee (Mastercard & Visa 2% and American Express 3.5%)

Invoices

Please refer to your Booking Confirmation for Invoice instructions.

Unless otherwise arranged with Koala Blue Tours, all Credit Accounts must have their invoices paid within a 14 day term.

Cancellations

Please forward all requests for cancellations via email. We pride ourselves on our flexibility, so if there are any problems that require you to amend or cancel your booking please let us know as soon as possible as we may be able to work out a solution for you. As a general rule the following terms and charges may apply (at Owners discretion):

- Less than 7 days' notice before the initial date of travel date a charge equivalent to 50% of the total order value shall be applied.
- Less than 2 days notice or "No Show" bookings or last minute bookings cancelled within 24 hours will incur 100% cancellation fees. This is due to buses and drivers already being allocated.

Please note that any credit or debit card processing, bank transfers, international currency exchange or other processing fees paid are non-refundable. Any refunds for payments of bookings made to suppliers such as for Ferry Crossings, Meals, Entry fees etc, will be at the discretion of the service provider.

Should the client not have paid the amount set out above at the time of cancellation the balance shall become due immediately and shall be a debt owed to Koala Blue Tours.

Cancellation by the Company

In the unfortunate event that Koala Blue Tours is unable to provide a vehicle to meet any part of the booking due to reasons of emergency, vehicle breakdown, vehicle unavailability, or other reasons outside of our control, we will take all reasonable measures to provide a replacement or alternative solution. If a replacement or alternative is not possible, Koala Blue Tours will refund any monies already paid (minus credit card fees) giving as much notice as possible.

Hire Basis (Charters or Transfers)

Please refer to your booking confirmation for specific details on the type of hire requested. Generally keeping the cost of hire lower a client can arrange to hire the vehicle on a One Way or Return Transfer basis. This means that the vehicle and driver may be in used in between the drop off and pick up on another job, and may not be available if the passengers wish to depart earlier than the original booking, unless this has been agreed upon with the Owner. Sole use of the vehicle for the hire term is referred to as a Charter and is usually for a period of a number of hours (minimum 3 Hours). In this case the vehicle and driver will be with the group for the whole period of time booked. Passengers are permitted to leave luggage etc on the vehicle if it is hired on a Charter basis, luggage must not be left on the vehicle if the booking is confirmed as a Transfer only.

Airport and Cruise Ship transfers

Where the booking is for collection from Brisbane of Gold Coast International Airport or Cruise Ship Terminal and a scheduled arrival time has been advised, Koala Blue Tours will allow 45 minutes for the passengers to disembark the flight, reclaim luggage and clear customs. The passengers will be met in the International Arrivals for collection

unless otherwise arranged prior with the office. For Domestic Arrivals groups will be met at the D2 Bus/Coach Parking area (please follow the signs to the Skywalk and Bus Parking area). Individual passengers will be met at the Luggage Carousel for their flight.

Subcontracting

Koala Blue Tours reserves the right to subcontract to another operator to perform the hire or to supply replacement vehicles with the same number of seats. We only ever use professional, certified and experienced subcontractors with the same standards of operation.

Itineraries

We cannot apply specific routes requested by the client unless agreed to by the operation department at the time of booking. The drivers must apply the most appropriate route dependant on road, traffic and weather conditions at the time of travel. Any changes requested to the itinerary by the passengers will be at the Driver's and Operations team discretion.

Passenger Safety

No alcohol is to be consumed by any passenger whilst on-board the vehicle. As a duty of care to all passengers, Koala Blue Tours reserve the right to refuse entry of passengers onto the vehicle if the driver believes the passenger is intoxicated to the level that they may pose a threat to themselves, to others or to property.

A Cleaning Fee may be charged if the vehicle is damaged, soiled or left in an unreasonable condition after the completion of the transfer or charter.

All passengers must wear seatbelts and remain seated whilst the vehicle is in motion.

Luggage and Passenger Numbers

Vehicles allocated will be for the total number of passenger numbers as indicated on the booking. If your numbers change please advise us as soon as possible in case the bus size needs to be amended and /or a luggage trailer will be required. Extra charges may apply is the vehicle size changes. Luggage Trailers are provided free of charge and dependant on availability at the time of booking.

Luggage/Lost Property

Koala Blue Tours cannot accept liability for any damage to, or loss of property being carried or left on the vehicle. Any lost property left on the vehicle and located by the driver after the job is completed will be kept at our office, it is the passenger's responsibility to collect the property or arrange to have it sent at their own cost.