

# Terms and Conditions

**Kandu Holidays means:** Kandu Holidays employees and its representatives.

## **OUR TERMS AND CONDITIONS OF CARRIAGE:**

Kandu Holidays are not common carriers and may refuse to carry any person or goods without giving reasons. Kandu Holidays is responsible only for transport or services provided by it and have no liability for any other transport or services.

If the transport or service is purchased with a credit card, purchaser agrees to make payment in full when billed or in extended payments in accordance with the standard policy of the issuer of the credit card.

Kandu Holidays may, without notice, substitute means of transport or service suppliers.

Industrial disputes, route restrictions, unsuitable weather, road works and unforeseen acts of nature may necessitate cancellation or delay of tour or services.

Subject to the terms, Kandu Holidays have no responsibility for costs or losses including missed travel connections, resulting from diversion, substitution, alterations, cancellations and delays or booking errors.

Passengers must comply with all laws and regulations and with the instructions of the Kandu Holidays and its representatives.

Except as otherwise provided by these terms, and to the extent permitted by law: (a) Kandu Holidays are not liable for death of or injury to any person, for loss or damage to luggage or goods, for delay, or for consequential or other loss of any kind, arising directly or indirectly from negligence or omission or some other cause in connection with provision or non-provision of any transport or services and (b) No agent or Operator is liable for inaccuracy in any information concerning transport services or their prices.

## **General terms:**

For all single travellers, we strongly recommend that you contact Kandu Holidays (0487 438 333) direct to make your booking, as minimum numbers apply. A \$25.00 admin fee will be charged if minimum passenger tour numbers (2) has not been met and we are required to refund your booking. The option of paying for an extra seat will ensure that your tour will go ahead.

Minimum of four passengers for tour to proceed

Children aged between 3 and 12 will be charged at the child rate. Passengers over the age of 12 may join a tour at adult prices at the discretion of management. Babies and small children aged from 0 to 3 travels free.

Maximum of 12 passengers per vehicle, larger numbers can be catered for with enough prior notice.

All prices quoted are in Australian Dollars and include GST

An experienced host escorts all tours

Proof of age may be requested at the discretion of wineries and other licenced premises.

**Prices:**

All rates are inclusive of GST and are charged either by per tour, per hour, per vehicle, and for direct transfers unless fixed prices are quoted in writing. Rates do not include:- ground transportation charges such as Airport parking, credit card fees, booking fees and collection fees, Tolls, Telephone usage, Baby seats or any special requests. These extra fees will be added at the conclusion of hire period.

**Credit Card Surcharge:**

A credit card surcharge of 3.5% will apply on AMEX and DINERS cards and 2.5% on VISA and MASTERCARD.

**Customer Safety:**

Kandu Holidays will at all times drive at safe and sensible speeds as in accordance with legal speed limits, traffic and current road conditions and further more the driver reserves the right to deny access to a venue that they feel may put the passengers and vehicle in an unsafe situation.

**Seat Belts:**

It is compulsory by law that all passengers wear seat belts at all times when the vehicle is in motion.

**Cancellation penalties**

For all bookings cancelled with Kandu Holidays the following penalties apply:

- For all cancellations 25% admin fee will be charged on total tour fee.
- For cancellations between 2-14 days 50% cancellation penalty applies on total tour amount.
- For cancellations with less than 48 hours notice or "no show" 100% cancellation penalty applies on total tour amount.
- Cancellation of Charter service is the same conditions as mentioned above.
- All monies paid by Kandu Holidays in relation to booked tours (third party supplies etc) will be recouped in full as well as the conditions mentioned within our policy.

**Extra Charges:**

In the event of extra charges or extensions (refer below) the passenger is to immediately pay the extra charged to Kandu Holidays upon completion of transfer/tour or the charges will be applied to the credit card provided for applicable bookings.

## **Extensions:**

You are responsible for any charges levied by Kandu Holidays in respect of extra time in the event that your booking does not run to schedule. This includes any extra charges levied where you choose to extend the duration of your booking and include charges for flight and/or traffic delays.

## **Insurance:**

We are insured for passenger travel. This insurance is for public liability and NOT travel insurance. Although every effort will be made to ensure the safe keeping of personal property, we do not accept liability for loss of personal items. Please check that you have sufficient coverage for any personal property that you bring onto our vehicles.

Kandu Holidays holds public liability insurance, however, all tours are taken on the understanding that each individual passenger be responsible for their own well being and safety, and we hold no liability if you choose to drive a vehicle after a wine tour or any tour where you have consumed alcohol.

It is strongly recommended that you purchase your personal travel insurance before you travel, no matter how short the vacation is to ensure you are adequately covered for circumstances beyond your control i.e. cancelled/missed flights, strikes, weather conditions, sickness, inability to travel as full

## **Other Conditions of Bookings:**

### **Waiting Time Policy:**

### **On Time:**

Please be assured that Kandu Holidays will take every reasonable safeguard to achieve an on time service, however in the unlikely event of our drivers being late due to circumstances how so ever caused, no liability will be accepted by Kandu Holidays.

### **Arriving Passengers**

Kandu Holidays will monitor all aircraft movement. If passengers are delayed at the arrival terminal additional fees may apply for each additional 15 minutes or part thereof.

Maximum of 1/2 hour is allowed for passengers to connect with Kandu Holidays once their flight has landed.

### **Departing Passengers:**

For transfers to the airport, the free waiting time allowance is 15 minutes from the booked pick up time. If the passenger makes the vehicle wait longer than 15 minutes, waiting time at \$20.00 per 15 minutes (or part thereof) will be charged.

**Luggage Information:**

Our mini van maximum luggage limitations run to 2 normal sized suitcases plus 2 piece of hand luggage/ soft luggage OR 1 large suitcase plus 1 set of Golf clubs and soft luggage. If more luggage needs to be transferred please notify Kandu Holidays and we will use a luggage trailer to transport the extra luggage. The trailer is capable of carrying 10 suitcases and 10 hand luggage size bags. Roof racks are fitted to carry larger items like a surfboard. If



any luggage doesn't safely fit into the trailer then the client will pay extra charges for another vehicle to carry the excess luggage.

### **Amendments:**

Any amendments to your booking after confirmation can only be accepted subject to availability. Kandu Holidays reserves the right to charge an amendment fee in respect of any change to your booking, in addition to any other applicable charges in relation to the amendment.

### **Food & Beverages Consumption:**

Food and Beverages are not to be consumed in any Kandu Holidays vehicles, with exception of bottled water.

### **Damage to Vehicle:**

You are responsible for any charge levied by the operator in respect of any damage caused to a vehicle as a direct result of your booking. You will not be responsible for payment where damage was caused by the actions of any employee of the operator. In all cases, the driver of any vehicle will have the discretion to stop the vehicle and disembark those passengers engaging in unacceptable or unruly behaviour.

### **Smoking:**

Smoking is not permitted in any of Kandu Holidays vehicles by law.

### **Pets:**

No pets are permitted in any vehicles, with the exceptions of Guide dogs. Guide dogs are approved to travel in all our vehicles.

### **Quotation:**

Prices are current at the time of quotation and subject to availability at the time of booking. All quoted prices include GST. Kandu Holidays reserves the right to pass on, without notice, any increases that may occur in any applicable airport charges, road tolls, entry fees or parking charges.

### **Lost & Found:**

We shall try to deliver any items left in the vehicle back to the hirer at their expense or they may be collected from our office. We cannot be held responsible for any personal items left in the vehicle during or after hire.

### **Inappropriate Behaviour:**

Clients/Passengers acting in an anti-social manner, causing unwarranted distraction to the driver or generally causing concerns regarding safety will be asked to leave the vehicle and seek alternative transport to their destination. No refund will be offered in these circumstances.

### **Third Party Suppliers**

Kandu Holidays can't be held responsible for any issues arising from supplier's services or product. All clients must abide by and agree to the terms and conditions of the company providing the service or product. Any claims are to be made directly with the company concerned and not with Kandu Holidays.

### **Gift Certificates:**

Choice of tours optional, to redeem certificate to paid value. Additional monies can be paid to redeem more expensive tours

Gift certificate valid for 12 months from date of issue

Subject to tour availability (ie: vineyard closures, private bookings etc.)

Redemption bookings must be made at least one week from the required travel date

No Refunds or Part Refunds

No Date extensions

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