

Terms and Conditions

1 The Contract

1.1 The contract between Scenic Tours Pty Limited (“Evergreen”, “We”, “Us” or “Our”) and You includes:

- (a) these Terms and Conditions; and
- (b) Your Itinerary, (“Contract”).

1.2 It is important that You carefully read the Contract as You will be bound by it once You have signed these Terms and Conditions or otherwise paid the earlier of Your Booking Deposit or the Tour Price.

2 What You need to know

2.1 Who is providing the Tour?

We will either:

- (a) provide the Tour directly through Our staff; or
- (b) arrange for the Tour to be provided by a Service Provider.

2.2 What’s included in the Tour Price?

Where indicated in Your Itinerary, Your Tour Price includes (a) all coach and cruise travel; (b) services of a Cruise Director (if applicable) and/or Tour Director; (c) airport transfers outside Australia or New Zealand (refer to point 4.9); (d) specified meals; (e) internal flights (as specified in your itinerary); (f) accommodation; (g) sightseeing and admissions where stated; (h) GST (where applicable); (i) port charges; and (j) all gratuities and tipping on land tours and river cruises operated by Us.

2.3 What’s not included in the Tour Price?

- (a) Unless expressly listed in Your Itinerary, costs will not be included in the Tour Price. In particular, the following costs are not included in the Tour Price: (a) airfares (unless specified in Your Itinerary); (b) airline taxes; (c) gratuities on ocean cruises; (d) shore excursions on ocean cruises; (e) additional optional activities; (f) accommodation upgrades; (g) meals not specified in Your Itinerary; (h) drinks; (i) laundry; (j) passport fees; (k) visas; (l) vaccinations; (m) government taxes and charges (excluding GST); and (n) items of a personal nature.
- (b) Overnight accommodation required to meet Your Tour and/or any flight connections are not included in the Tour Price and will be at Your expense.

2.4 Erroneous Pricing

We reserve the right not to honour any published prices that We determine were erroneous due to printing, electronic, or clerical error.

2.5 How do You pay?

Booking Deposit

- (a) You must pay the Booking Deposit within 7 days of making Your Booking.
- (b) Any accommodation, sightseeing or flights We book for You separately to those stated in Your Itinerary are not included in the Booking Deposit or Tour Price and You must pay both the deposits and full costs for such additional services separately to the Booking Deposit and Tour Price. Any requests for such additional services will not be processed until Your Booking Deposit is paid in full.
- (c) Your booking will be automatically cancelled if We do not receive Your Booking Deposit by the due date.
- (d) Booking Deposits are non-refundable and non-transferable to other tours or third parties (Refer to the “Deposit Protection Plan” outlined in clause 4.13 of these Terms and Conditions).

Booking within 65 days of Tour Departure Date

- (e) If You place a booking with Us within 65 days or less of Your chosen Tour Departure Date, You must pay Your Booking Deposit before We can process Your booking and confirm Your Tour Price. If You do not accept the Tour Price, We will refund Your Booking Deposit. If You accept Your Tour Price, You must pay the outstanding Tour Price

within 24 hours of Us notifying You of the Tour Price, or We will cancel Your booking and retain Your Booking Deposit.

Final Payment

- (f) You must pay the balance of the Tour Price to Us no later than 65 days before the Tour Departure Date.
- (g) All Tour Prices are quoted in Australian dollars or New Zealand dollars (please refer to brochure applicable to your market or Your booking summary).

Payments to Travel Agents

- (h) If You have booked through a travel agent, Your travel agent should forward Your Booking Deposit or Tour Price to Us on Your behalf. However, payments by You to Your travel agent are not considered to be payments by You to Us. We will consider payment has been received by Us from You when We receive payment from Your travel agent.

Credit card surcharge

- (i) If You pay Us by credit card, the following surcharges will be added to Your Tour Price:

| Credit card | Surcharge on Deposit | Surcharge on Tour Price or Fees |
|------------------|----------------------|---------------------------------|
| Visa | 0 | 1% |
| Mastercard | 0 | 1% |
| American Express | 3% | 3% |

2.6 Fees

Late Booking Fee

- (a) If You book 21 days or less before the Tour Departure Date, You must pay a late booking fee of \$50.00.

Variation Fee

- (b) If You vary Your booking, other than by varying the Tour Departure Date, You must pay a variation fee of \$50.00. This fee is on account of administrative expenses incurred by Us in varying Your Tour and is a genuine and reasonable estimate of Our expenses.
- (c) We may accept or reject Your request for variation at Our absolute discretion.

Cancellation Fee

- (d) Any cancellation of the Tour by You prior to Your Tour Departure Date (including any changes to Your Tour Departure Date or name changes) will result in the following cancellation fees:

| Days of notice prior to Tour commencement | Cancellation charge (per person) |
|---|----------------------------------|
| 91 days and over | Loss of deposit |
| 90 to 62 days | 50% of Tour Price |
| 61 days or less | 100% of Tour Price |

- (e) We will not consider accepting a cancellation until We have received, during office hours, a written cancellation notice signed by You.
- (f) You may also be liable to pay cancellation fees to airlines and other third parties.
- (g) You must pay for any additional overnight accommodation required as a result of changes to Your flights.
- (h) You must pay for all expenses which arise due to changes to Your Itinerary after Your Tour Departure Date. This includes changes due to illness or other personal reasons.

2.7 What are Our Tour obligations?

We will use reasonable endeavours to provide the Tour You have booked in accordance with Your Itinerary. However, due to the nature of travel, it may not always be possible for Us to adhere strictly to Your Itinerary. Where, due to circumstances outside of Our control, We are unable to provide the Tour in accordance with Your Itinerary, We will use reasonable endeavours to provide or arrange appropriate alternatives.

2.8 What are Your Tour obligations?

Tour Safety

- (a) You must follow the Tour Director's instructions at all times to ensure on Tour safety. You acknowledge that failure to do so will result in restricted access to areas on Tour, or if necessary for Your own safety and that of other passengers, withdrawal from the Tour.
- (b) If We, or Our staff or Service Providers are of the view You are negatively affecting Your own health, safety or enjoyment, or that of other passengers, We can terminate the Contract immediately and We are not liable to You for any loss, cost or damage resulting from Your withdrawal from the Tour. If You are withdrawn from the Tour, You must make Your own travel arrangements at Your own expense.
- (c) You must make Your own enquires regarding Your Tour, including being aware of the relevant government travel safety warnings.

Passports and visas

- (d) You must have a valid passport with at least six (6) months validity from Your Tour return date.
- (e) You must ensure that all required entry visas for countries to be visited are obtained prior to departure as failure to obtain correct documentation may affect Your participation in certain shore excursions and entry to certain countries while on Tour.
- (f) If You do not have the correct visa or other documentation necessary to enter a country or participate in any aspect of a Tour ("Documentation"):
 - (1) We will not refund to You all or any portion of the Tour Price; and
 - (2) You will be responsible for any costs You incur as a result of Your failure to obtain the required Documentation, including any costs associated with rejoining the Tour.

2.9 What happens if We need to cancel or delay the Tour?

Tour Operation

- (a) Your booking is conditional on Us receiving a minimum number of tour or cruise bookings to operate the Tour and ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, We may cancel or delay a scheduled Tour or Tour Departure Date.
- (b) We will endeavour to make any decision to cancel or delay a Tour or cruise at least 60 days prior to the scheduled Tour Departure Date.

Tour Cancellation

- (c) Where We cancel a Tour, for whatever reason, before departure We will use reasonable endeavours to offer the closest available tour or cruise departure.
- (d) Where the proposed alternative tour or cruise is:
 - (1) cheaper than Your original Tour Price, We will refund the difference to You; or
 - (2) more expensive than Your original Tour Price, You must pay the difference to Us.
- (e) If You accept the proposed alternative tour or cruise, You will be bound by a new contract made up of these Terms and Conditions and Your amended Itinerary.
- (f) If You do not accept the proposed alternative tour or cruise within 7 days of being notified by Us of the alternative, Our Contract with You will terminate, We will refund all monies paid directly to Us back to You and We will have no further liability to You.
- (g) We are not liable for any third party costs You may incur, which We have not booked on Your behalf, for example airfares or other arrangements booked independently through or paid to a travel agent.

Tour delay

- (h) Where We delay the departure of a Tour or cruise, for whatever reason, for more than 7 days, You may terminate this Contract and We will either:
 - (1) provide You with a full refund of all amounts paid to Us; or
 - (2) provide You with a credit towards future tours with Us which will be valid for 24 months from the date You notify Us of the termination of this Contract.

2.10 How can We vary this Contract?

- (a) Subject to the remainder of this clause 2.1010, We may amend these Terms and Conditions at any time.

Tour Price

- (b) We may vary Your Tour Price at any time only where there is an increase to the Tour costs for reasons outside Our control, including airfares, fuel, government taxes and charges, exchange rate fluctuations or other Tour related costs or tariffs. Once We have received the total Tour Price from You, there will be no increases to Your Tour Price regardless of any increases in the Tour cost inside or outside Our control.
- (c) If You have not paid Your full Tour Price and We must vary Your Tour Price due to an increase in Tour costs outside Our control, any increase We apply to the Tour Price will be only to the extent required to meet such additional costs.

Tour Variations

- a) We will use reasonable endeavours to operate the Tour as closely as possible to Your Itinerary, but there are a range of circumstances in which We may need to make alterations to the Tour or Your Itinerary, before or after the commencement of the Tour. We will use reasonable endeavours to give You reasonable notice of any alterations, but there may be circumstances beyond our control in which alterations will be required with little, or no, advance notice.
- b) Subject to clause 2.15, We may make alterations to the Tour or Your Itinerary at any time.
- c) The circumstances in which we may alter Your Itinerary or the Tour include, but are not limited to:
 - 1. high or low water levels in any river or canal;
 - 2. lock closures, unscheduled vessel maintenance or other operational reasons;
 - 3. road, river or weather conditions;
 - 4. national or local holidays affecting the closure of public buildings or attractions;
 - 5. strikes, civil disturbance, riots, advices by governments or Force Majeure Events; and
 - 6. any other event beyond Our control.
- d) Alterations to Your Itinerary or the Tour may include, but are not limited to:
 - 1. substitution of vessels for part or the whole of a Tour;
 - 2. cabin changes on a vessel;
 - 3. additional embarkations and disembarkations;
 - 4. substitution of alternate transportation, including the use of motorcoaches;
 - 5. substitution of hotel accommodation for accommodation on a vessel;
 - 6. alterations to arrival and departure times;
 - 7. alterations to sightseeing activities; and
 - 8. reductions or increases in the time spent at a location.
- e) If We substitute any vessel, motorcoach or accommodation under this clause, We will use reasonable endeavours to provide you with a substitution of equivalent specification or quality, but some services and facilities may not be available for all substitute arrangements.
- f) To the maximum extent permitted by law, You agree that We are not liable to You for, and You release Us from, any cost, claim, loss, damage or expense whatsoever arising either directly or indirectly in connection with any alteration to Your Itinerary or substitution carried out in accordance with this clause, including without limitation any:

1. claim for distress, disappointment or loss of enjoyment arising from the alteration;
2. additional personal expenses incurred by You, including for food and beverages; or
3. costs associated with any other travel arrangements affected by the changes, including any costs and expenses incurred by You for cancelling or changing those other arrangements or arising from a failure to meet a connection.

2.11 How will We tell You about variations to the contract?

- (a) Any changes to these Terms and Conditions will be posted on Our Website.
- (b) Any changes to Your Itinerary will be notified to You:
 - (1) if prior to Your Tour Departure Date, by phone, email or post; or
 - (2) if during Your Tour, personally by Your Cruise Director or Tour Director.

2.12 Notification of General Risks

- (a) You acknowledge and agree that there are general risks associated with travelling, which are beyond Our control and We are not liable to You for any loss, cost or damage You may incur as a result of these general risks. Such general risks include:
 - (1) Tour variations or interruptions caused by road, river or weather conditions; national or local holidays affecting the closure of public buildings and attractions; strikes, civil disturbances and advices by governments; Force Majeure Events; high water levels; low water levels; flooding; lock closures; unscheduled vessel or vehicle maintenance;
 - (2) forces of nature; illness; flight schedule changes or cancellations; loss of luggage; epidemics or pandemics; political unrest; accidents; acts of terrorism or other criminal acts; changes to government visa or travel requirements; or
 - (3) any other circumstances beyond Our control.
- (b) You acknowledge and agree that where the Tour, part of the Tour, accommodation, flights or any other good or service is not directly provided by Us or Our staff, but is provided by a Service Provider, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the Service Provider, You must pursue Your claim directly against the relevant Service Provider.

2.13 Limitation of Liability

- (a) You acknowledge and agree that We accept no responsibility and will not be liable to You (or any third party) for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with:
 - (1) any Tour risks or other aspects of the Tour notified to You in the Contract;
 - (2) any change to Your Itinerary or delays in departure or arrival times of aircraft or otherwise during the conduct of the Tour;
 - (3) any loss or damage to Your baggage;
 - (4) any personal injury or death resulting from the acts or omissions or negligence of any third parties providing goods or services to You during the Tour, including air carriers, hotels, shore excursion operators, restaurateurs, transportation providers and medical personnel; or
 - (5) any loss of Your enjoyment due to circumstances outlined in the Contract or otherwise beyond Our control.
- (b) In addition to (and in no way affecting) those limitations set out in clause 2.13 (a)(1)-(5) above, You acknowledge and agree that where You ride on a motorcoach as a part of a Tour, neither We nor Our agents, nor third parties co-operating a Tour on Our behalf, will be liable to You for any injury, illness or death or for any damages or claims You

may have against Us or Our agents or relevant third parties arising from any accident or incident occurring whilst You are riding on a motorcoach, if (at the time of any such accident or incident) You are not:

- (1) wearing a safety belt whilst seated in the motorcoach; or
- (2) seated while the motorcoach is in motion.

Total liability

- (c) Despite any other provision of the Contract, and to the extent permitted by law, Our maximum liability to You or any third party (including any claims of negligence by Us) is limited to the Tour Price You have paid to Us.

Consequential loss

- (d) You acknowledge and agree We are not liable to You, under any circumstances, for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses.

Force Majeure

- (e) You acknowledge and agree that We are not liable for any delay or failure by Us or a Service Provider to perform Our obligations under the Contract, resulting from or as a consequence of a Force Majeure Event.
- (f) If a delay or failure occurs or is anticipated due to Force Majeure Event, Our obligations are suspended for the duration of the Force Majeure Event.
- (g) We may immediately terminate the Contract, if the Force Majeure Event delays performance of the Tour by Us or a Service Provider for a period of 7 days or more, calculated from the date We notify You of the Force Majeure Event.

2.14 Warranties

- (a) To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded.
- (b) Where the law implies any guarantee, condition or warranty which cannot be excluded, Our liability to You for breach of such an implied guarantee, condition or warranty is limited, to one or more of the following:
 - (1) in the case of goods: the repair of goods, replacement of goods, the supply of equivalent goods or the cost of repair, replacement or supply of equivalent goods; or
 - (2) in the case of services: supplying the services again or payment of the cost of supplying the services again.

2.15 Competition and Consumer Act 2010 (Cth)

Nothing in these Terms and Conditions operates to exclude, restrict or modify the application of any provision of the *Competition and Consumer Act 2010* (Cth) or any equivalent State or Territory legislation, the exercise of a right conferred by such a provision, or any of Our liability for breach of a guarantee, condition or warranty implied by such a provision, where it is unlawful to do so.

2.16 Travel Insurance

You are urged to arrange comprehensive travel insurance to cover any unforeseen circumstances that may occur during the Tour.

2.17 What if I am unhappy with something on Tour?

If You are unhappy with something that does or does not happen on Your Tour, You must first use all reasonable endeavours to negotiate with Us in good faith to settle the dispute before commencing proceedings in any court or tribunal.

2.18 General Provisions

Entire Agreement

- (a) The Contract, and any variations or amendments to the Contract made by Us in accordance with these Terms and Conditions, constitutes the entire agreement between You and Us about its subject matter and any previous agreements (whether oral or in writing), understandings and negotiations on that subject matter have no effect.

Waiver and Variation

- (b) We may only waive a right or remedy created under these Terms and Conditions in writing.
- (c) Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does any waiver by Us (either wholly or in part) operate as a subsequent waiver of the same or any other right.

Governing Law

- (d) These Terms and Conditions are governed by the laws in force in New South Wales.
- (e) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Survival

- (f) Any term which is, by its nature, intended to survive termination of these Terms and Conditions survives termination.

Interpretation

- (g) In these Terms and Conditions, unless the context otherwise indicates a contrary intention:
 - (1) headings are for convenience only and do not affect interpretation;
 - (2) singular includes the plural and vice versa;
 - (3) a reference to a party includes its successors, permitted assigns, administrators and substitutes;
 - (4) where a word or phrase is defined, its other grammatical forms have the corresponding meaning;
 - (5) the word 'include' in any form is not a word of limitation;
 - (6) no rules of construction apply to Our disadvantage on the basis that these Terms and Conditions were prepared by Us;
 - (7) a reference to a natural person includes their personal representatives; and
 - (8) a reference to a body (including institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2.19 Definitions

Booking Deposit means the mandatory deposit required for Your booking in the deposit amount We will inform You of before You place Your booking.

Deposit Protection Plan means Our deposit protection plan as set out on Our Website.

Cruise Director means Our guide on Your cruise who is Our employee.

Force Majeure Event means any act of God, war, terrorism, fire, flood or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil disturbances, acts of government, semi government or other authorities, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Tour.

Itinerary means Your itinerary for Your Tour as amended from time to time by Us in accordance with the Contract.

Service Provider means any independent contractors engaged by Us to provide tours.

Tour means the tour You have booked with Us outlined in Your Itinerary, as amended in accordance with these Terms and Conditions.

Tour Brochure means the current brochure for the relevant tour as published on the Website.

Tour Departure Date means the Tour departure date listed in Your Itinerary.

Tour Director means Our guide on Your Tour who may be either an employee of Evergreen or a Service Provider.

Tour Price means the total amount payable by You to Us for participation in the Tour and includes Your Booking Deposit or any additional fees or charges as set out in the Contract.

Website means Evergreen's website at www.evergreentours.com.au.

You / Your means each individual who books to conduct a Tour with Us. A separate Contract will apply between each individual and Evergreen.

3 Important notices about Your Tour

3.1 Tour Participation

- (a) We welcome You if You have a disability or other special need, provided You are accompanied by a companion capable of providing all the assistance You require. Please note that although We will use reasonable endeavours to provide You with all the activities on Your Itinerary, depending on Your disability, You may not be able to participate in every activity and the Tour Director will have the right to refuse Your participation if the Tour Director believes Your health and safety or the health and safety of other passengers may be impacted by Your participation. You must advise Us (or Your travel agent) of any disability, medical condition or dietary requirement at the time of booking.

- (b) It is important to note that:

- (1) some cruise ships do not have elevators, and ships that are equipped with elevators may not have elevator access to all decks;
- (2) wheelchair passengers should be aware that cabin doors and rest rooms are not wide enough to provide access for standard wheelchairs;
- (3) requests for disabled rooms must be made at the time of booking and are subject to availability;
- (4) for safety reasons, passengers in wheelchairs cannot be carried on boarding ramps (which may be steep due to water levels) whilst the vessel is tied up or at anchor, or on to motor coaches; and
- (5) wheelchairs and walkers can be carried in the luggage compartment of motorcoaches subject to space limitations.

- (c) We may, in Our absolute discretion, decline Your booking if We are of the view that:

- (1) We cannot provide for any or all of Your special needs;
- (2) Your health, safety or enjoyment, or that of any other passengers attending the Tour may be at risk; or
- (3) You cannot or will not abide by any reasonable directions of the Tour Director.

3.2 Cruises

(a) Deckplan

The deck plan, cabin sizes, images, inclusions and layout are indicative only and may vary. Pictured representations of cabins or rooms in Tour Brochures are not drawn to scale.

(b) Photography

Our tours offer some of the most spectacular and beautiful photographic scenery in the world. However, We cannot guarantee that every scene or highlighted featured in a Tour Brochure or Itinerary will be available on each Tour. No refund will be available for any resulting missed scene or photographic "opportunity".

(c) Smoking

- (1) Smoking is limited to designated smoking areas on all vessels, and is not permitted in cabins or on balconies.
- (2) You acknowledge that We may restrict smoking to specific times and locations during Your cruise for the comfort of all passengers.
- (3) Smoking is not permitted on coaches or such other places as nominated by Us from time to time.
- (4) Although We will use reasonable endeavours to ensure there are opportunities for You to smoke during the

Tour, We cannot guarantee such opportunities will be available.

3.3 Coaches

(a) Seat Rotation

- (1) To ensure all passengers have the opportunity to enjoy front and window seats, a daily seat rotation system is employed on all of Our coaches and You must follow the seat rotation system.
- (2) If You suffer from travel sickness, You should arrange medication or other alternatives to treat symptoms, as We cannot make allowances for this.

3.4 Group sizes

The number of participants will be limited to 40 guests on each coach for land tours over five days in duration.

4 Additional Important Information

4.1 Airfare Conditions

- (a) Discounted airfares are subject to availability and conditions apply.
- (b) Our reservations consultant will book the most appropriate fare for Your Tour.
- (c) Some discounted airfares have conditions which make them unsuitable to be used in conjunction with Our tours. Full details and conditions may be obtained from Your travel agent. If You have any questions or concerns please contact Our reservations consultant.
- (d) Airfares booked as part of Your Tour will be through the most appropriate route. If You request a customised route You will be responsible for all additional costs.
- (e) Please contact Your travel agent for applicable rules and regulations relating to Your air travel.

4.2 Tour and Cruise Maps

Maps or tour depictions contained in Tour Brochures or any other brochures We issue are intended as an indication only and should not be relied upon as the actual route taken during the Tour.

4.3 Pictures, Images and Information

All images in Tour Brochures represent typical scenes and descriptive detail for each tour, however it is possible that the particular subject matter may not be seen or experienced on Tour. Also, some pictures may have been digitally enhanced.

4.4 Sightseeing on Tour

Sightseeing in many historic towns and cities can only be undertaken by walking tours as motorcoach access is not possible. Consequently, a reasonable level of fitness is required as the sightseeing tour may involve steps and extensive walking over uneven surfaces.

4.5 Mountain Excursions

Some tours include mountain excursions involving high altitudes. Please consult with Your doctor to ensure that You have an adequate level of fitness and are in good health before participating in these included excursions.

4.6 Special Diets

You must advise Us in writing of any and all special requests and dietary requirements at the time of booking. We will make every reasonable effort to accommodate Your dietary requests but cannot guarantee that such requests can be met.

4.7 Solo Passengers and Single Accommodation

- (a) Prices quoted in Tour Brochures are on a twin share basis. If Your booking is not a twin share booking We will notify You of the applicable single supplement rate, and You must pay the single supplement rate for the Tour, at the time of booking.
- (b) If You are willing to share a room with another single traveller of the same gender, You must pay the Single Supplement Rate, at the time of booking. If You remain matched throughout the entire Tour, You will be refunded the Single Supplement Rate within two weeks of completion of the Tour.

(c) We accept no responsibility for the suitability of the allocated rooming partner.

(d) If at any time during the Tour, You consider Your rooming partner unsuitable, We will use reasonable endeavours to arrange single accommodation for You for the remainder of the Tour, subject to availability, and at Your own cost.

(e) A limited number of single rooms are available at a Single Supplement Rate for each Tour. In some locations, single rooms are smaller than twin rooms and may not be available. You acknowledge that if there is no availability of single accommodation for the remainder of the Tour, You will be required to continue to share with Your nominated rooming partner for the remainder of the Tour.

4.8 Young Passengers

- (a) Passengers under the age of 21 years (as at the Tour Departure Date) must be accompanied by an adult and share their accommodation with an adult.
- (b) Children under the age of 8 years are not encouraged (with the exception of Christmas tours and cruises) and are accepted or rejected at Our sole discretion.

4.9 Airport Transfers

- (a) Airport transfers are only available on the first and last day of Your Tour and at times We designate.
- (b) Transfers outside these times will be at Your expense and must be secured by Your own arrangements.
- (c) Passengers who have purchased Our pre and post Tour hotel accommodation and airfares will be provided airport transfers to/from their hotel in the Tour start or end city only, on the day of the pre or post accommodation booking.
- (d) If You do not book Your flights with Us, You must ensure Your flight details are provided to Us at least 60 days before the Tour Departure Date by:
 - (1) entering Your flight details at the tour personaliser at www.evergreentours.com.au; or
 - (2) phoning Our reservations consultant.
- (e) No refund will be given for unused transfers.
- (f) Transfers cannot be routed to other pick-up points or destinations.
- (g) If You miss the pre-booked transfer You will be responsible for making Your own way to the Tour departure point, at Your own expense.
- (h) Airport transfers may be group transfers scheduled to coincide with multiple flight arrival times.

4.10 Hotel Accommodation

- (a) We may substitute hotel accommodation of a similar standard in the place of the advertised hotel.
- (b) Although We have taken reasonable steps to secure the most suitable hotel accommodation in the area of the Tour, We are not liable to You for the quality, size or fitness of hotel rooms.

4.11 Luggage

- (a) Tour participants are entitled to one suitcase per person.
- (b) Your suitcase must not exceed 76 x 53 x 28cms (30'' x 21'' x 11'') and must not weigh more than 20kg (42lbs).
- (c) Personal items should be carried in a travel bag. Airline passengers should consult with their airline as size and weight restrictions may vary from airline to airline and also according to the class booked.
- (d) You must comply with all airline and airport luggage safety regulations.
- (e) It is Your responsibility to ensure Your luggage complies with these requirements and You acknowledge that We, contracted carriers or Service Providers may elect not to carry overweight items.
- (f) You will be responsible for any excess baggage charges.

4.12 Carriers

The carriers (including airlines, rail and sea carriers used in association with the tours) are not responsible for statements or features in Tour Brochures. The conditions of sale of each carrier constitute a separate contract between You and the carrier and We have no responsibility in relation to contracts between You and the carriers.

4.13 Deposit Protection Plan

The "Deposit Protection Plan" is provided at a cost of \$75 per person per tour (including GST). The cost is non refundable and must be paid at the time of booking Your tour. Where You cancel a tour prior to the invoiced final Payment Date, and the Deposit Protection Plan applies, We will hold Your deposit, less any third party cancellation and/or administrative fees incurred by Us, for Our tour products only, (i.e. not products provided by third parties such as air travel) and We will credit the remainder of the deposit towards an alternative tour product if You book within 24 months of cancellation. If You do not book within 24 months, Your Deposit will be forfeited. If You have booked a tour with an applicable Fly Deal or other Earlybird Offer, any airline cancellation fees will be deducted from the deposit amount if flights have been ticketed. The Deposit Protection Plan does not, nor is it intended to, replace travel insurance.

4.14 Additional optional extras

Additional activities undertaken by You such as sightseeing tours purchased by You in addition to those activities outlined in the Tour Brochure during Your Tour are not included in Your Tour Price and incur an additional cost. Additional activities are subject to availability, seasonal and operational factors and must be pre-booked prior to Your departure. Some activities require a minimum and maximum number of participants to operate.

4.15 Help understanding this Contract

If You do not understand the Terms and Conditions, or any aspect of this Contract, please seek advice from an appropriately qualified professional. For communications assistance, please call the National Relay Service on 133 677. If You require an interpreter, the Translating and Interpreting Service may be able to assist on 131 450.

4.16 Our After Hours Emergency Number

Although We hope You won't need it, Our after hours emergency number when calling in Australia is freecall 1800 620 105. Our after hours emergency number when calling in New Zealand is freecall 0800 441 611.