

CLASSIC DRIVING TOURS

Purchase Terms and Conditions

Please read the Classic Driving Tours Purchase Terms and Conditions (**Purchase Terms**) carefully to ensure that you are fully aware of your rights and our obligations to you when purchasing escorted driving tours (the **Tours**) from Classic Driving Tours Pty Ltd A.C.N. 156 148 382 (**Classic Driving Tours**).

Your completion and submission of a booking form (**Booking Form**) signifies your agreement to be bound by these Purchase Terms, which constitute the agreement between Classic Driving Tours and you. Any variation of the Purchase Terms must be in writing and signed by a representative of Classic Driving Tours. By agreeing to the Purchase Terms, you acknowledge that the tour participants named in the Booking Form (**Tour Participants**) agree to be bound by similar terms.

We provide Tours to you that utilise third party services, including but not limited to car tour operators, car hire companies, overseas shipping carrier companies and hotel operators (**Suppliers**). We will make relevant bookings on your behalf and will arrange relevant contracts between you and the Suppliers. It is your obligation to review and accept any respective terms and conditions of the Suppliers for these services.

THE WEBSITE AND TOUR BROCHURE

We operate the Classic Driving Tours website which is located at www.classicdrivingtours.com (**the Website**).

Tour details on the Website and in a tour brochure (**Tour Brochure**) are created months in advance before display on the Website. Every effort is made to ensure that details, descriptions, prices and opinions contained on the Website and in the Tour Brochure are correct, based on inspections and information provided to us from Suppliers.

Often changes do occur at short notice, including, but not limited to, inclement weather conditions, lack of demand or emergency repair works. We will notify you at the time of booking, or as soon as possible after making a booking, of any such changes to Tour details.

BOOKINGS

To make a Tour booking, you are required to complete a Booking Form. The person completing a Booking Form will be deemed to have accepted these Purchase Terms on behalf of the persons named in the Booking Form (if different from the person making payment).

By completing a Booking Form, you are making an offer to us for the supply of a Tour you have selected based on these Purchase Terms. Information contained on the Website and in a Tour Brochure constitutes an invitation to treat. No information on the Website or in a Tour Brochure constitutes an offer by us to sell any services.

You must provide full and accurate personal details of Tour Participants in the Booking Form. You may be required to provide additional details upon request. All correspondence and other communication will be sent to the first person named in the Booking Form unless otherwise specified.

You can send your completed Booking Forms by mail to P.O. Box 248 Runaway Bay QLD 4216 Australia or by email at driver@classicdrivingtours.com Once we have received and accepted your Booking Form, you will be provided with a confirmation invoice (**Confirmation Invoice**).

PROCESSING OF BOOKING FORMS

We will only process Booking Forms on business days, which are Monday to Friday and exclude Queensland public holidays. If you submit a Booking Form on a non-business day, we will process that Booking Form on the next business day.

DEPOSIT AND PAYMENT

A non-refundable deposit of A\$1,000 per person (A\$2,000 for some tours) is required to be sent with the Booking Form and received by us in clear funds to secure your booking. The balance owing for the Tour is due and payable four months prior to Tour departure, however you may remit payment of the Tour prior to this date. If you submit a Booking Form within four months of Tour departure, you will be required to pay for the Tour in full.

All deposits and payments for Tours can be made either by cheque payable to Classic Driving Tours Pty Ltd or by direct bank deposit.

The details for payment via direct bank deposit are:

Account Name:	Classic Driving Tours Pty Ltd	Bank:	National Australia Bank
BSB:	084 917	Account Number:	13120 3617

CANCELLATION AND REFUND POLICY

By agreeing to and accepting the Purchase Terms, you also agree to the terms of the Classic Driving Tours [Cancellation and Refund Policy](#).

PRICES

All Tour prices (**Tour Prices**) are in Australian Dollars based on the exchange rate applicable on the day in which the tour is initially published as detailed in the online and hard copy tour brochure, include GST, and are subject to change and availability.

Tour Prices are based on two people per car and per hotel room. We are not obliged to give you a breakdown of the costs involved in a Tour.

We reserve the right to vary or withdraw Tour Prices displayed on the Website or in the Tour Brochure from time to time and without notice to you.

Please ensure that you view the current Tour Prices before completing a Booking Form. In the event that you have submitted a Booking Form and there has been an increase to the Tour Prices, we reserve the right to notify you of such increase before accepting your booking.

Price increases may occur by reason of matters outside our control, which include, but are not limited to, adverse currency fluctuations, variations in international shipping and transportation costs, fuel surcharges and other taxes, fees or charges.

To guarantee that your Tour Price is fixed as outlined in the Confirmation Invoice and is not subject to price increases, you must forward to us the total cost of the Tour within seven days of your receipt of the Confirmation Invoice.

In the event that you do not forward full payment for the Tour within seven days of your receipt of the Confirmation Invoice, your Tour will be subject to any applicable price increases. If there has been a change to the Tour Price, we will provide you with a revised invoice. If an increase is less than 2% of the Tour Price (excluding insurance premiums and amendment charges), we will absorb this price increase. You will be required to pay in full any increase in your Tour Price that is 2% of the Tour Price or greater. Please see the Classic Driving Tours [Cancellation and Refund Policy](#) for more information should the price increase be greater than 10% of the Tour Price.

Unless specified, all Tour Prices do not include:

- airfares;
- airport transfers, taxes and excess baggage charges;
- all meals;
- visa and passport fees;
- travel insurance;
- optional activities and personal expenses;
- fuel and vehicle expenses;
- vehicle registration and insurance; or
- tipping or cultural customary monetary payments.

The price of a single participant in a Tour or additional passengers is available upon request.

TOUR RENTAL VEHICLES

Some tours may include a rental car for the term of the tour. Car types or models published on the Website and in a tour brochure are subject to availability and the terms and conditions specified by the car provider. In the event a specified vehicle is not available, a suitable replacement will be included by the car hire company. It is your obligation to review and accept any respective terms and conditions of the car hire company for these services.

TOUR PARTICIPANT VEHICLES

You have the option of shipping your own vehicle (**Tour Participant Vehicles**) for use in a Tour. All Tour Participant Vehicles will be sent via containerised freight from your nearest home port to the destination country. Shipping from other ports or RollOn/RollOff ships can be scheduled by request.

Tour Participants will be required to ensure they comply with any of the requirements for the shipping of Tour Participant Vehicles, such as the Tour Participant Vehicle being at the required port at the designated date and time. Tour Participants will also be required to comply with any applicable motoring regulations,

such as registration, insurance, inspection and compliance checks, and the carrying of relevant equipment for Tour Participant Vehicles.

We will liaise with all Tour Participants regarding the shipping of Tour Participant Vehicles and any other requirements.

MINIMUM TOUR PARTICIPANTS

For each Tour to take place, we require a minimum of ten cars. However, we reserve the right to proceed with a Tour with fewer cars. Please refer to the Classic Driving Tours [Cancellation and Refund Policy](#) for more details if a Tour is cancelled in circumstances where the minimum amount of Tour Participants is not met.

SPECIAL REQUESTS

Special requests, dietary or otherwise, must be indicated on the Booking Form or in writing to us. Whilst we will endeavour to fulfil any special requests made, we do not guarantee that your special request will be met. We are not liable to you in any way in the event that your special request is not fulfilled.

INTERNATIONAL TRAVEL

We do not participate in or arrange airline travel for any person, and as a consequence, cannot be held responsible for any loss, damage or claim associated with airline travel. Tour Participants are solely responsible for making and arranging all airline travel.

TRAVEL DOCUMENTATION

All travel documentation required, such as passports, visas and health clearances applicable for the Tour are the responsibility of each Tour Participant, and need to be obtained and in proper order before Tour departure, and carried by the Tour Participant at all times. We will not be liable for any Tour Participant who fails to obtain relevant travel documentation, and will not be responsible for any additional costs incurred by reason of any such failure.

HEALTH

Each Tour Participant is responsible for ensuring that any medical conditions or disabilities that may require assistance, whether existing or newly diagnosed, are declared to us before Tour departure so that relevant Suppliers can be notified. We are not, in any circumstances, liable if any Supplier refuses to accept any Tour Participant from participating in any part of the Tour as a result of any medical condition or disability.

Women who are 28 weeks or more into pregnancy at the time of Tour departure must provide a doctor's certificate confirming that they are fit to participate in the Tour. We are not liable for any costs, delays or illnesses resulting from any failure to meet these requirements.

INSURANCE

Insurance is not included in the Tour Price. Each Tour Participant needs to be suitably insured for the duration of the Tour.

ITINERARIES

Provisional itineraries are provided by way of the information displayed on the Website and in Tour Brochures. A final itinerary for the Tour will be issued to all Tour Participants four weeks before Tour departure.

CAR PARKING DURING TOUR

We endeavour to book accommodation with Suppliers who have their own car parking facilities. This may include outdoor uncovered parking or underground parking. Such car parking facilities may have clearance requirements and/or restrictions, such as maximum vehicle heights, inclines or speed ramps. We are not responsible for the clearance of your vehicle.

REFUSAL OF CARRIAGE

We reserve the right to remove a Tour Participant from participating in a Tour for reasons that impact on the enjoyment or safety of other Tour Participants, such as, but not limited to, a Tour Participant's physical, medical or mental inability to undertake the arrangements of the Tour, unsocial or unruly behaviour, or the carriage of prohibited substances and materials.

CHANGES TO TOURS

There may be circumstances beyond our control that require us to change or cancel a Tour. We reserve the right to change or cancel a Tour, and will endeavour to inform you of such as soon as reasonably possible. There may also be circumstances where you need to change or amend your Tour booking. Please refer to the Classic Driving Tours [Cancellation and Refund Policy](#) for further details regarding cancellations and amendments to Tours.

COMPLAINTS

If you are not satisfied with any aspect of the Tour whilst you are on the Tour, you must address your complaint immediately to our local representative (or if there is none, directly to us), in addition to the respective Supplier. If the problem cannot be resolved at that time and you wish to complain, you must provide full details of your complaint to us in writing within 30 days of the completion of a Tour. Failure to take either of these steps will deny us the opportunity to resolve the problem immediately and/or investigate it properly.

LIABILITY

To the fullest extent permitted by law, we do not accept:

- any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of Suppliers;
- any liability of whatever nature, whether in contract, tort or otherwise, for any injury, damage, loss (including consequential loss), death, delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond our control and is not preventable by reasonable diligence on our part; and
- any liability of whatever nature, whether in contract, tort or otherwise, for any injury, damage, loss (including consequential loss), death, delay, additional expense or inconvenience Tour Participants suffer, directly or indirectly, in connection with, or arising out of, participation in a Tour, or any breach of the Purchase Terms.

INDEMNITY

You agree to indemnify us (including our officers, employees, shareholders, agents, affiliates, associated entities or other representatives) from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses (whether in tort or in contract including and without limitation, negligence) arising out of or in any way connected to your participation in a Tour.

JURISDICTION

The laws of Queensland, Australia govern these Purchase Terms.

ENQUIRIES

If you have any questions about the Classic Driving Tours Purchase Terms and Conditions, please contact us via email at info@drivingtours.com.au Alternatively, you may contact us via post at P.O. Box 248 Runaway Bay Qld 426 Australia.

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