

# CLASSIC DRIVING TOURS

## Cancellation and Refund Policy

Classic Driving Tours Pty Ltd A.C.N. 156 148 382 (“we”, “us”, “our” or “Classic Driving Tours”) recognise that there may be circumstances where you wish to cancel your participation in a tour (**Tour**), or where we may need to cancel a Tour.

Please read our Cancellation and Refund Policy carefully to ensure that you are fully aware of your rights and our obligations to you with respect to cancellations and refunds. As we provide Tours that utilise third party services (**Suppliers**), it is your responsibility to meet any additional fees, charges, terms, conditions or restrictions that may apply in addition to this Cancellation and Refund Policy.

### **CANCELLATION OF A TOUR BOOKING BY YOU**

Cancellations of a Tour booking must be advised in writing, signed by the signatory of the booking form (**Booking Form**), and sent to us at P.O. Box 248 Runaway Bay QLD 4216 Australia. Cancellations are effective on the day that they are received by us. We strongly recommend you use Express Post to send cancellation notifications to us.

The following cancellation charges will be payable based on the total tour price (**Tour Price**), and vary depending on how much notice is provided to us prior to the commencement of a Tour:

- 120 days or more: deposit only
- 90-120 days: 50% of Tour Price
- 90 days or less: 100% of Tour Price

If you fail to pay the balance of the Tour Price at least four months before Tour departure, we will treat your booking as cancelled and you will be required to remit all outstanding monies due and payable to us.

Should you wish to cancel a Tour and rebook an alternative Tour, this will be subject to this Cancellation and Refund Policy. We may use our absolute discretion in transferring some or all of the monies already paid by you to the alternative Tour. You will be required to pay any difference in the Tour Price and/or deposit of the alternative Tour.

### **TRANSFER OF TOUR BOOKINGS BY YOU**

If you are unavoidably prevented from participating in a Tour, by reason of, for example, illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may be possible to transfer (**Transfer**) your booking to a person (the **Replacement**) acceptable to us.

Please note that a Supplier may consider a Transfer as a cancellation. As such, you will be responsible for meeting any cancellation fees, which could be the full value of the applicable service.

We may be able transfer your Tour to a Replacement if:

- you request the Transfer in writing, allowing a reasonable period of time for the changes to be communicated to, and accepted by, Suppliers;
- your request is accompanied by documentary proof of the reason of the Transfer, any tickets or vouchers issued by us, and full details of the Replacement;
- payment of a \$100 administration fee per Replacement; and
- the Replacement agrees and accepts this Cancellation and Refund Policy and the Purchase Terms and Conditions.

Both you and the Replacement will be jointly and severally liable to us for payment of any monies due, together with all additional charges of whatever sort imposed by Suppliers providing the Transfer is accepted by the Suppliers.

### **CANCELLATION OF TOURS BY US**

We reserve the right to cancel a Tour prior to the commencement of the Tour due to insufficient participants, terrorism, natural disasters, political instability or other external events.

Insufficient participants means that there is an insufficient number of people who have booked the Tour to make the operation of Tour financially viable for us. Cancellation of Tours by us as a result of insufficient participants will not be made within three months of Tour departure.

If we cancel a Tour, you may choose between us applying the amounts paid toward an alternative Tour or receiving a full refund.

We are not responsible for any incidental expenses that you may have already incurred as a result of your Tour, such as visas, vaccinations and airline travel.

You will not be entitled to claim any additional amounts or seek compensation for any loss, expense or damage (either direct or consequential) or for any loss of time or inconvenience, which may result from such cancellation.

### **LEAVING A TOUR/ NO SHOW**

If you leave a Tour for any reason after it has commenced, we are not obliged to make any refunds for unused portions of the Tour.

If, for whatsoever reason, you do not turn up on the date and time for the commencement of the Tour as stated in the confirmation invoice (**Confirmation Invoice**), without prior notice to us, this shall be considered a cancellation with no refund available.

### **CHANGES/AMENDMENTS TO A TOUR BOOKING BY YOU**

Changes or amendments to Tour bookings must be advised in writing, signed by the signatory of the Booking Form, and sent to us at P.O. Box 248 Runaway Bay QLD 4216 Australia. We will do our best to assist you, however we cannot guarantee that changes can be made.

You will be required to pay a non-refundable amendment charge of \$100 per booking, in addition to all charges and expenses incurred by us, or charged to us, by Suppliers as a result of the amendment. These charges will be payable whether or not we are successful in confirming your requested amendment.

Not all Tour bookings can be changed or amended, and are subject to availability and any restrictions imposed from Suppliers. Your request for the change or amendment may be treated as a cancellation and rebooking of a Tour, and the cancellation charges detailed above will apply.

### **CHANGES TO TOURS BY US**

We take great care to ensure that the descriptions and Tour prices are accurate on the website and in a Tour brochure. However, we reserve the right to change or vary a Tour, including Tour Prices, due to circumstances beyond our control, including, but not limited to, terrorism, natural disasters, political instability, adverse currency fluctuations, or other external events.

In the event that a change has occurred after you have submitted a Booking Form, we will advise you of any such change before accepting your booking. If we have accepted your booking and provided you with a Confirmation Invoice, we will make every effort to operate a Tour as advertised. Should a change in the Tour Price involve an increase in excess of 10% of the Tour Price as indicated on your Confirmation Invoice, you may cancel your booking within 14 days of the date of issue of the revised invoice and obtain a full refund of all payments made to us.

If the modification is significant, such as a change of destination or a change to a lower standard of accommodation, we will notify you as soon as reasonably practical and offer you two choices. You may accept the modification, or you may cancel and receive a full and prompt refund. If the modification is not significant, we will attempt to notify you as soon as possible.

If, for any reason outside our control, we are unable to provide a significant proportion of your Tour after it has commenced, suitable alternative arrangements will be made for you at no extra charge

to you or, alternatively, you will be returned to your point of departure and given a pro-rata refund for ground arrangements not received.

You will not be entitled to claim any additional amounts or seek compensation for any loss, expense or damage (either direct or consequential) or for any loss of time or inconvenience, which may result from such amendment or change.

**CHANGES BY SUPPLIERS**

In the event that a Supplier makes a change or cancels service arrangements as part of a Tour, we shall notify you as soon as possible.

**QUESTIONS**

If you have any questions regarding the Classic Driving Tours Cancellation and Refund Policy, please contact us via email at [driver@drivingtours.com.au](mailto:driver@drivingtours.com.au)

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*Cancellation and Refund Policy last updated 8 May 2017*