



## **TWISTED VINE**

UNIQUE TOURS

### **TERMS AND CONDITIONS:**

**December 2022**

#### **General –**

When you book with us, the person who makes the booking will be liable for the non-payment of any fees or payment of all damage caused to our vehicles and property by any member of their party. Twisted Vine Unique Tours is not to be held responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or – the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or any event where we or the supplier of the service(s) could not, even with all due care, foresee or avoid. Such events may include war or threat of war, pandemic, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Twisted Vine Unique Tours will take reasonable care accommodating passengers traveling with a disability, injury, food allergies and other conditions and situations that may impact or interfere with the activity. We encourage customers to contact us directly (in writing or via telephone) at least a week preferable more than a week before the tour date with any special requests. You will be contacted the night before with your pickup time and location for your tour. If you do not get this call, text or email please call the 0478 248 084.

Twisted Vine Unique Tours has a 15 km pickup zone from Hope Estate to your accommodation. If you are outside this zone, you will be required to pay an additional pickup fee which will be outlined on your booking page. This fee is for you pick up and return to your accommodation. If you do not wish to pay this pickup fee, you are welcome to meet the tour vehicle at Roche Estate or Hunter Valley Gardens or meet the vehicle at the first cellar door at the allotted time.

We reserve the right to report bad debts to independent credit data agencies. All bookings are made online and confirmed by paying in full or leaving a deposit. All bookings held by deposit are to be paid in full prior to the date of your tour unless otherwise advised by management. Payments by online booking service using credit card.

#### **Cancellation for Private Wine or Family Tours –**

- Cancellation 24 hours or last-minute bookings or missing the tour - No refund is given
- Cancellation less than 4 days from tour date - No refund will be offered
- Cancellation 5 – 14 days from tour date - A 50% refund
- Cancellation 14+ days from tour date - A full refund or transfer to another date minus 20% booking fee, administration, and handling fees
- Bookings are secured with a deposit of 20% at the time of booking.

- Cancellation of tour due to state or regional closures due to a Health Pandemic – You will be given the opportunity to have your tour refunded in full or transferred to another date within 6 months of original booking.

#### **Cancellation of tour due to conduct –**

We expect all passengers to have consideration for other passengers and people. If in our reasonable opinion or in the reasonable opinion of any other person in an authority position, you or any member of your party behaves in such a way as to cause or be likely to cause danger, harm or distress to any third party or damage to property, we are entitled, without notice to terminate the tour and insist your removal from the tour. Twisted Vine Unique Tours has no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not refund or pay any expenses or costs incurred as a result of the termination of your tour or returning to your accommodation or pickup location.

#### **Cancellation by Twisted Vine Unique Tours –**

If Twisted Vine Unique Tours cancels your tour for reasons such as staff shortages, illness, vehicle breakdown or pandemic closure. We will work with you to provide you an alternative tour date/voucher or offer a refund.

#### **Damage –**

Anybody found to have deliberately caused damage to any Twisted Vine Unique Tours vehicle's will be responsible for the repair cost of said damage. Damage to property or vehicles caused by a passenger or known party not owned by Twisted Vine Unique Tours will be reported to the owner of property or vehicle and the matter will be the responsibility of the owner of said item/s. Damage includes vomiting on the tour vehicle with a \$350.00 cleaning fee charge.

#### **Twisted Vine Unique Tours staff and drivers –**

Twisted Vine Unique Tours ensures all staff and sub-contract providers are licensed and hold NSW Drivers Point to Point and or Department of Transport NSW Drivers Authority. All drivers drive in a safe manner and do not place passengers at risk of harm. All drivers licensing, qualifications and authorities are monitored and checked regularly.

#### **Photographs, film and imaging –**

Publicity and image use rights—all photos taken by the company during a tour or hire are and will remain the property of Twisted Vine Unique Tours. Photographs may be used for advertising, social media or other publicity and media.