

Terms and conditions of booking a Tour with [Emerson Bus Company Pty Ltd.](#)

Booking Procedure

The following booking conditions, together with the Booking Details Form and the Itinerary (all of which have been sent to you in the same email/mail package) will form the contract between you and us for your tour with us.

To make a booking with us, you need to firstly carefully read the Itinerary and these Terms and Conditions. If you wish to then make a booking, you need to complete the Booking Details Form, sign that form, sign the Terms and Conditions, and then return the fully completed and signed Booking Details Form and Terms and Conditions to us, together with your payment of the Deposit.

The amount of the Deposit is shown on the bottom of the Booking Details Form.

Definitions

In this contract a reference to "you" and "your" include the person(s) named on the Booking Details Form (who must be at least 18 years old at the time of booking).

"We" are [Emerson Bus Company of 84 Carson Road, Malanda](#)

"Meeting Point" means the place specified by us in the Tour Pack as the place we will meet and start your Tour.

"Start Date" means the date on which you board our transport at the Meeting Point.

"Tour" means a holiday organised by Emerson Bus Company.

"Tour Pack" means whatever documents we send to you in hard or soft copy to provide information about your Tour.

When Contract is Binding

The contract between us comes into existence when we send out our confirmation invoice which confirms your booking. At this point, you will have undertaken to pay for the holiday you have booked and we will have undertaken to provide you with the holiday we describe in the Itinerary.

If we are unable to accept your booking, we will of course return your payment to you immediately.

For you to make a booking, we require your deposit and a completed booking form. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return

your money to you immediately and in any event within 90 days.

What is included in the price of an Emerson Bus Company Holiday?

- travel from the meeting point to your return to the departure point (which is likely to be the same place);
- accommodation and all meals (unless otherwise stated in the itinerary);
- drinking water;
- services of one or more leaders;

What is NOT included?

- all other costs incurred before you board transport at the meeting place and after you return to the departure point;
- travel insurance or any other insurance personal to you;
- vaccinations and medication, before, during and after the tour;
- food and drink over and above what we include in the tour;

Payment procedures

Payment and failure to pay

The last date for payment of the balance of the cost of your holiday is shown at the bottom of the Booking Details Form.

If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

Late Bookings

Any holidays requested less than six weeks prior to the departure date must be accompanied by full payment at the time of booking.

Surcharges and Price Changes

The prices given on our web site and in our brochure are calculated at costs current at the time we fixed them. If costs rise, you agree that we may increase prices at any time to a maximum of 5% of the advertised cost of the tour. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.

No matter what the increase, we shall not increase the cost less than six weeks before the departure date.

If we increase the price of your Tour by more than 5%, you are free to cancel. In that circumstance we will return to you all money paid to us.

Refunds

Deposits are non-refundable (exceptions below) but in some cases may be transferable to another Emerson Bus Company holiday. As stated on the tour web pages, a minimum number of participants are required in order for the tour to go ahead. Therefore you have a right to cancel any tour for which there are insufficient reservations. In the event of any such cancellation, all deposits or other payments made specifically to Emerson Bus Company Ltd will be refunded in full.

Cancellations by you

If you cancel your booking either through failure to pay the balance due or for any other

reason, we may charge a cancellation fee calculated as follows:

- More than 42 days before departure: loss of deposit
- Between 29 and 42 days before departure 60% of the holiday cost
- Between 15 and 28 days before departure 80% of the holiday cost
- Fourteen days or less before departure (or failure to join the holiday) 100% of the holiday cost.

The above dates refer to the date that we receive notice of cancellation from you.

If circumstances force you to leave the tour early, you will have to bear any additional costs yourself.

If you are unavoidably prevented from joining the Tour, you may transfer your place to another person, providing this person meets any conditions which may apply to the booking and that we are informed of the transfer not less than 28 days prior to the Tour start date.

In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Tour you choose. Whether we do so is in our discretion, for which we do not have to give a reason.

Cancellation by us

We reserve the right to cancel any tour, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Emerson Bus Company Holiday.

Payment Type

All payments to us may be made by:

- Cheque payable to 'Emerson Bus Company'; or
- Credit card - we accept Visa and MasterCard. If paying by Credit Card a small transaction fee of 2% is applicable; or
- Electronic transfer, details of which are:
Emerson Bus Company
BSB – 064 800
A/C – 1020 5689

Please use your full name as your reference.

The Tour

Itinerary

The Itinerary that was forwarded to you with these Terms and Conditions applies to your Tour. We shall use our best endeavours to adhere to the Itinerary, but we reserve the right to alter the Itinerary without notice to you, at our discretion.

The reason why the Itinerary may be altered includes reasons like, closed/moved attractions or planned stops, accommodation being renovated, floods/unavailable road access, and things like that.

We will tell you of any change to the Itinerary as soon as we make such a change.

Tour Information

Approximately four weeks before the Start Date, we shall send you an information pack relating to your Tour. This information will include:

- location of Meeting Point and time of meeting;
- climate and clothing recommendations;
- any important details relevant to a particular site that we may visit;

Accommodation

We will arrange accommodation as close as reasonably possible to the gardens/attractions we visit. Accommodation will be in good quality hotels or lodges. Occasionally it may be necessary to use bed and breakfast accommodation. En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- We reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- Single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.

Travel Insurance

It is a condition of booking an Emerson Bus Company tour that you take out appropriate travel insurance. You must send us proof of cover when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.

Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.

We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

Health Requirements

Please note carefully:

- You must advise Emerson Bus Company at the time of booking of any pre-existing ailments and have a signed doctors certificate proving you are fit to travel.
- Check with your GP what vaccinations and medication you may require and allow time to obtain it.

Special Dietary Requirements

Emerson Bus Company must be advised of any Special Dietary Requirements at time of booking. Note that this will be on a request basis only, as Emerson Bus Company cannot always guarantee the availability of special meal types.

Luggage allowance

One medium sized suitcase per person. The sum of its length/width and depth not to exceed 140cm. We suggest suitcases with wheels as there are some places where assistance is not available. You are also entitled to bring one piece of hand luggage

which may be carried onboard the coach: Please note that luggage with adjustable handle and wheels will not fit in the overhead compartments and cannot be accepted as hand luggage. Maximum weight of all luggage not to exceed 20kg.

Limitations on our liability

We want you to enjoy a perfect holiday with Emerson Bus Company. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- the quality or quantity (where applicable) of the Tour attractions;
- any aspect of goods or services you buy or accept other than those arranged by us;
- medical problems or physical difficulties, even if you have told us about them in advance;
- medical emergencies;
- your own carelessness or negligence in any aspect of your behaviour whilst with us;
- changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- problems or issues which we could resolve whilst on a Tour but which you raise only after your return.

Furthermore:

- We and you are subject to all state and federal legislation and in some cases, international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else.
- the services and features included in your Tour are those specified on our web site. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

Help we need from you

Participation & Behaviour

Your information pack will provide details about your chosen holiday, but the following are contractual matters:

- Emerson Bus Company holidays require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of kilometres a day, sometimes on uneven or slippery surfaces.
- We enforce State and Federal “no smoking” laws where applicable. There is strictly no smoking in or around the Tour bus.

- If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

Complaints

We shall try our utmost to provide a happy and fulfilling holiday, but if we fail in any way, do please raise any issue with your Tour leader immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

You further agree that if we cannot resolve your complaint to your satisfaction that you will not take any further action until:

- your complaint is referred to a mediator; and
- You and We attend and participate reasonably in a mediation within 30 days of you making the referral. You must bear the cost of the mediator's fees.

If your complaint is still not resolved after mediation, then you shall be entitled to pursue the matter however you deem fit – though we are confident we will be able to satisfy all of our customers well before it gets to this point.

The validity, construction and performance of this agreement shall be governed by the laws of the State of [Queensland](#). Any dispute arising in connection with this agreement shall be subject to the exclusive jurisdiction of the [Queensland](#) courts.