

ARTS ON TOUR TRAVEL

Booking Terms and Conditions

Thank you for choosing to book with Arts On Tour. We're excited to be offering small-group, immersive arts and cultural tours around Australia and internationally ("Tour(s)"). As a not-for-profit, your booking will help us deliver our core mission of helping artists tour their work, and for communities across Australia to have access to live performance.

We want you to have a truly special and memorable Tour. To assist with delivering a seamless experience, we've put together the following Booking Terms and Conditions (the "Terms") which should be read along with the specific trip details of your selected Tour (each a "Trip Itinerary"). Before you complete your booking, it is important that you read the following Terms and your Trip Itinerary carefully. By proceeding with your booking, you acknowledge that you have read, accepted, and agree to the Terms and the Trip Itinerary.

1. About These Terms

1.1 These Terms and your selected Trip Itinerary (together, the "Agreement") form a binding agreement between you and ARTS ON TOUR - NEW SOUTH WALES LIMITED (ABN 49 055 490 661) ("Arts On Tour", "we", "us", "our"). References to "you" and "your" refer to the person making the booking. These Terms apply from the moment your booking is confirmed and remain in effect for the duration of your Tour and any post-trip obligations.

1.2 Arts On Tour may publish updated Terms on our website from time to time to reflect changes in laws, regulations, or our operating practices. Any updated Terms will apply only to bookings made on or after the date of publication. We will note the date of the most recent update at the end of these Terms. We may otherwise amend Terms for active bookings by notification to you in writing, and you may choose to accept the revised Terms or withdraw from the Tour and receive a full refund of all amounts paid.

2. Booking Process

2.1 Booking a Tour with Arts On Tour is a two-step process:

- (a) We will advertise available Tours along with their respective Trip Itineraries on the Arts On Tour website. Once you have identified a Tour that interests you, we ask you to complete an online form ("Enquiry Form"). This gives you the opportunity to ask us any questions about the Trip Itinerary and allows us to make sure the pace, format and spirit of the Tour are what you're looking for.
- (b) Once we've confirmed that a Tour is suitable, we will send you an invoice and booking form by email. Your place will not be confirmed until:
 - i. you have acknowledged that you and all Participants (as defined in clause 3 below) have read, accepted, and agreed to these Terms, together with the relevant Trip Itinerary;
 - ii. you have completed all requested Participant details in the booking form fully and correctly (including full names, addresses, contact details);
 - iii. we have received payment of the 20% Deposit in full (as defined in clause 6 below).

2.2 We may use Third Party Suppliers (as defined in clause 17 below) to facilitate bookings. Any booking made via a Third Party Supplier is subject to that Third Party Supplier's own terms of service and privacy policy. To the maximum extent permitted by law, Arts On Tour's liability is excluded in respect of any errors or omissions arising at the time of booking through a Third Party Supplier.

3. Booking on Behalf of Other Persons

- 3.1 Where you make a booking on behalf of one or more other persons, you will be the primary contact for the booking and are responsible for communicating these Terms and the Trip Itinerary to each person in your booking. Each person in your booking (including yourself) will be referred to as a **“Participant”** for the purpose of these Terms.
- 3.2 You must confirm that all Participants in your booking have read and understood these Terms and the Trip Itinerary prior to the booking being confirmed. By completing the booking, you warrant that all Participants have given their informed consent to be bound by this Agreement.
- 3.3 All Participants must be over the age of 18 years at the time of booking.

4. What's Included

- 4.1 Our Tours include a dedicated host and on-the-ground company manager, accommodation, transport as specified, select meals, and tickets or entry to cultural events, as specified in the Trip Itinerary. Items listed as **“Not Included”** or otherwise not specified in the Trip Itinerary are expressly excluded. Examples of items typically not included are travel insurance, visa fees, personal expenses, meals not specified in the Trip Itinerary, and optional activities.
- 4.2 Flights to and from the Tour destination are generally not included, but may be arranged by Arts On Tour at your request. Where we book flights on your behalf, they will form part of the Trip Itinerary and be subject to this Agreement. We have no obligation to accept any request to book flights on your behalf, and may agree or decline to do so in our sole discretion.
- 4.3 Each Participant will receive a tour book designed exclusively for the journey (**“Tour Book”**). The Tour Book does not form part of this Agreement and is intended as a companion throughout your Tour. It may include indicative daily schedules, production notes for performances, artist profiles, personal recommendations from your host, suggestions for local points of interest (e.g. galleries, cafés and bookshops), reading and listening lists, and space for personal reflections. The Tour Book is yours to keep as a keepsake to revisit long after the final curtain.

5. Tour Prices

- 5.1 The price per Participant (**“Tour Price”**) is the price of the Tour as published on the Art On Tour website and in the Trip Itinerary. The Tour Price is based on costs of delivering the Tour. The final price for all Participants in your booking will be referred to as the **“Total Price”**.
- 5.2 For international Tours (outside of Australia), the Tour Price may be subject to change due to significant currency fluctuations or cost increases in the time between publishing the Tour Price and the Tour commencement date, as specified in the Trip Itinerary. We will notify you as soon as practicable of any price change, and you may choose to accept the revised Tour Price or withdraw from the Tour and receive a full refund of all amounts paid.

6. Payment

- 6.1 A deposit of 20% of the Total Price (**“Deposit”**) is required to be paid at the time of booking to secure each Participant's place on the Tour.
- 6.2 The remaining 80% balance of the Total Price (**“Balance”**) is due no later than 8 weeks prior to the Tour commencement date as specified in the Trip Itinerary (**“Due Date”**). If the Balance is not received by the Due Date, we may cancel your booking and this will be deemed a Cancellation By You under clause 8.
- 6.3 Accepted payment methods will be advised at the time of booking.

7. Booking Transfers

- 7.1 If a Participant in your booking group (including you) can no longer attend a Tour, you may nominate a substitute Participant. The nominated substitute must submit an enquiry form as per the Booking Process in clause 2, and their acceptance as a Participant is subject to Arts on Tour's confirmation and the Participant's acceptance of these Terms and the Trip Itinerary.
- 7.2 Arts On Tour may charge an administration fee for any substitution, and you will be responsible for any additional costs charged by Third Party Suppliers (as defined in clause 17) arising from the substitution.
- 7.3 The Total Price remains payable by you in the case of any substitutions of Participants. Where you as the primary booking contact can no longer attend, you remain liable under this Agreement until the transfer to the approved substitute Participant is completed and they have consented to being the new primary booking contact.
- 7.4 If a Participant cannot be substituted, it will be considered a Cancellation By You in accordance with clause 8 below.
- 7.5 You and the substitute Participant must complete any documentation reasonably required by Arts On Tour or any Third Party Supplier (for example, name changes for flights or accommodation) to give effect to the substitution.

8. Cancellation By You

- 8.1 If you wish to cancel your booking, you must notify us in writing (email is sufficient). The following cancellation charges apply, based on when we receive your written notice:
- (a) **More than 8 weeks before commencement date:** the 20% Deposit is retained by Arts on Tour.
 - (b) **Between 8 weeks and 2 weeks before commencement date:** a cancellation fee of 50% of the Total Price will apply (we will refund the Balance to you less this amount, subject to clause 8.2 below).
 - (c) **Less than 2 weeks (14 days) before commencement date:** a cancellation fee of 100% of the Total Price will apply (we will refund the Balance to you less this amount, subject to clause 8.2 below).
- 8.2 For group bookings, where one or some Participants (but not others) cancel and cannot be substituted in accordance with clause 7, the cancellation fees in clause 8.1 will apply based on the Tour Price for each Participant who can no longer attend (not the Total Price).
- 8.3 In addition to the cancellation fees in clause 8.1, you may be liable for any non-recoverable costs charged by Third Party Suppliers. Arts On Tour may retain these amounts from any payments made by you or request that you make payment of these amounts upon 7 days' written notice.

9. Cancellation by Arts on Tour

- 9.1 Each Tour has a minimum group size of 4 Participants. If this threshold is not met by the Due Date (no later than 8 weeks prior), we will notify you and refund your paid Deposit in full.
- 9.2 We reserve the right to cancel a Tour at any time for reasons including, but not limited to, safety concerns or operational requirements. If we cancel a Tour for any reason other than due to your fault (including your failure to pay) or a Force Majeure Event (see clause 11), we will refund all amounts you have paid for the Tour.

9.3 Where a Tour is cancelled by Arts On Tour in accordance with clause 9.1 or 9.2 above, to the extent permitted by law, Arts On Tour are not responsible for any incidental expenses or losses that you may incur in connection with the Tour, including but not limited to travel insurance premiums, visa fees, or separately booked travel arrangements.

10. Changes to the Itinerary

10.1 We will use our best endeavours to operate all Tours as advertised. However, by booking with us you acknowledge that the nature of cultural travel requires flexibility, and that it may be necessary to vary or modify a Trip Itinerary due to prevailing local conditions, venue or event schedule changes, performer availability, or other circumstances.

10.2 We reserve the right to change any aspect of the Trip Itinerary (including accommodation, transport, activities, or cultural events) and to substitute alternative arrangements of comparable value. Where practicable, changes will be notified to you in writing by Arts On Tour. However, once the Tour has commenced, urgent changes may be communicated directly by your host or company manager. If we make a material change to the Trip Itinerary before the Tour commences, you may choose to accept the change or withdraw from the Tour and receive a full refund of all amounts paid.

11. Force Majeure Event

11.1 “**Force Majeure Event**” means any event or circumstance beyond Arts On Tour’s reasonable control which we could not, even with all due care, foresee or avoid. This includes but is not limited to: natural disasters, pandemics, epidemics, war, civil unrest, terrorism, government travel advisories or restrictions, industrial disputes, adverse weather, fire, technical or transport disruptions, venue closures, and cancellation or rescheduling of flights by an airline.

11.2 If a Tour cannot proceed or is materially affected by a Force Majeure Event, we may cancel or modify the Tour. In the case of cancellation due to a Force Majeure Event, you may choose either a refund of amounts paid less any non-recoverable third party costs already incurred by us, or a credit towards a future Tour.

11.3 We are not liable for any additional costs, losses, or expenses incurred by you arising from a Force Majeure event.

12. Insurance

12.1 All Participants are responsible for their own insurances for the duration of the Tour. We would strongly recommend Participants take out a suitable travel insurance policy that covers cancellation and curtailment, medical expenses, emergency repatriation, personal liability, and loss of luggage and personal effects. For international Tours (outside of Australia), we may require you to hold a minimum level of travel insurance and provide a copy of your policy as a condition of joining the Tour, as specified in the Trip Itinerary.

12.2 Arts On Tour has public liability insurance for its Tours. You acknowledge that you are still responsible for your own personal expenses and property, and that you will take reasonable care to avoid causing injury or damage to yourself or others during any Tour.

13. Passports, Visas and Health Requirements

13.1 Each Participant is responsible for obtaining all necessary visas, travel permits, and vaccinations required for your Tour. For all Tours outside of Australia, you must hold a passport that is valid for the duration of the Tour and at least six months from the end of the Tour. We may provide general guidance on visa and health requirements but accept no responsibility for any failure on your part to obtain correct documentation.

14. Fitness to Participate

- 14.1 We are committed to creating an inclusive, accessible, supportive and friendly experience in which all Participants are treated equally. If you feel you may require additional levels of personal support during the Tour, please indicate this in your enquiry form and we will make contact with you to discuss your requirements.
- 14.2 Our Tours may involve walking, standing for extended periods, navigating stairs or uneven surfaces, and other physical activity. You are responsible for assessing your own fitness and suitability for the Tour before booking. You must advise us in your Enquiry Form, or no later than the time of booking, of any medical condition, illness, disability, or mobility limitation that may affect any Participant's ability to participate in the Tour or that may require special assistance.
- 14.3 We reserve the right to decline or cancel a booking if we reasonably believe a Participant is unable to safely complete the Tour.
- 14.4 Arts On Tour may require a Participant to withdraw from a Tour that has commenced if their continued participation poses a risk to themselves or the group. No refund will be provided in such circumstances.

15. Your Responsibilities and Conduct

- 15.1 You must comply with all applicable laws and regulations for the duration of the Tour, as well as the rules and policies of any venue or location visited during the Tour.
- 15.2 You must follow the reasonable directions of your tour host and any local guides and venues.
- 15.3 You must behave in a manner that is respectful of other Participants, your hosts, and the communities and cultural settings visited.
- 15.4 If, in our reasonable opinion, your behaviour is disruptive, unsafe, offensive, or materially interferes with the enjoyment or safety of other Participants, we may require you to leave the Tour immediately. In such circumstances, no refund will be provided and you will be responsible for your own onward travel arrangements.

16. Our Liability

- 16.1 Arts On Tour is committed to providing a safe environment for all Participants during the Tour. However, there are some risks that cannot be completely removed. To the maximum extent permitted by law (including the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), we exclude liability for any loss, damage, injury, illness, or death arising from your participation in the Tour, except to the extent caused by the negligence or wilful misconduct of Arts On Tour or its personnel. Where our liability cannot be excluded by law but may lawfully be limited, it is limited to, at our option, resupplying the relevant services or paying the cost of having them resupplied. To the maximum extent permitted by law, we are not liable for any indirect, consequential, or special losses.
- 16.2 Nothing in these Terms excludes, restricts, or modifies any consumer guarantee or right that cannot be excluded, restricted, or modified under the Australian Consumer Law.

17. Third-Party Suppliers

- 17.1 Many components of your Tour are provided by independent third party suppliers, which may include without limitation booking platforms, airlines, accommodation providers, transport operators, and venues ("Third Party Suppliers"). These Third Party Suppliers operate under their own terms and conditions, which may limit or exclude their liability. While we take reasonable care in selecting Third Party Suppliers, we are not responsible for their acts or omissions.

18. Unused Portions of the Trip

18.1 Refunds will not be provided for any unused portions of the Tour, including meals, entry fees, accommodation, flights, or transfers, unless required by law.

19. Complaints

19.1 If you have a concern during the Tour, please raise it with your Tour host or company manager at the earliest opportunity so that we can try to resolve it. Any formal complaint must be submitted in writing to Arts on Tour within 28 days of the Tour's completion (see contact details at the end of these Terms).

20. Privacy

20.1 We collect, use, and store your personal information in accordance with our Privacy Policy and applicable Australian privacy legislation, including the *Privacy Act 1988* (Cth). By making a booking, each Participant consents to the collection and use of their personal information for the purpose of administering your booking and providing trip-related services. If you provide us with personal information about another person (such as an emergency contact), you must ensure that person is aware of and consents to the disclosure.

21. Photography and Image Release

21.1 By participating in a Tour, you consent to being photographed or recorded by Arts on Tour or its representatives during the Tour, and for Arts On Tour to use those images for promotional, educational, and archival purposes without compensation. If you have concerns or wish to restrict the use of your image, please notify us before the Tour or advise your Tour host or Company Manager during the Tour.

22. Governing Law

22.1 This Agreement is governed by the laws of New South Wales, Australia. Any dispute arising under or in connection with this Agreement will be subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia. Nothing in this clause limits your rights under the Australian Consumer Law.

23. Severability

23.1 If any provision of this Agreement found to be invalid, unenforceable, or void, that provision will be read down or severed to the extent necessary, and the remaining provisions will continue in full force and effect.

24. Contact Us

24.1 If you have any questions about these Terms, the Trip Itinerary, or your booking, please contact us:

Arts on Tour
Email: antonia@artsontour.com.au
Phone: 02 8038 1885
Address: L1, 4 Pitt Street, Redfern NSW 2016