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## TERMS AND CONDITIONS

### 1. ACCEPTANCE

1.1. These Terms and Conditions (Terms) constitute a contract between Grape Explorations Australia - ABN: 90 268 502 372, its successors and assignees (referred to as "GEA", "we", "us" or "our") and you, the person, organisation or entity that purchases Services from us (referred to as "you" or "your"), and collectively the "parties". These Terms apply to all sales made by us to you.

1.2. A reference to "Services" means the requested wine region tour and related services as described on our website: [www.grapeexplorationsaustralia.com.au](http://www.grapeexplorationsaustralia.com.au) (Website) which we will provide to you pursuant to these Terms. A reference to "Tour" means the tour booked by you which forms part of the Services.

1.3. You are deemed to have agreed to these Terms by: a) making a booking with us; b) confirming by email that you accept the Terms; c) instructing us to proceed with provision of the Services; or d) paying any Deposit required, or making part or full payment for the Services, set out in our tax invoice to you (Invoice).

1.4. If we accept your booking, the parties will have created a binding contract and we will supply the Services to you, and the you will pay the Fee to us as specified in the Invoice we provide.

1.5. You agree that these Terms form the agreement pursuant to which we will supply the Services to you. We urge you to review these Terms carefully, make copies of these Terms available to all persons you book on our Tours (bringing to their attention terms relating to behaviour and conduct) and contact us on the details set out below if you have any questions.

### 2. SERVICES

2.1. We agree to perform the Services with due care and skill.

2.2. We reserve the right to refuse any request that we deem (in our absolute discretion) inappropriate, unreasonable or unlawful.

2.3. We may provide the Services to you using our own employees, personnel, contractors and/or third party providers, in our absolute discretion.

2.4. Products and/or services rendered by third parties who are not our employees or contractors (Third Parties), including but not limited to wines, meals, and vineyard activities do not form part of the Services rendered by us and as such we cannot offer any warranty or accept any liability in respect of such products or services.

### 3. BOOKINGS

3.1. The fees and costs for our Services are set out on our website.

3.2. We will not commence performing the Services until the fees quoted to you for the Services (Fees) have been paid in full.

3.3. Unless otherwise agreed in writing with GEA, full payment (equating to 100%) of the total Fees are required to be paid to secure all bookings for the Services.

3.4. All Fees are quoted and invoiced in Australian dollars (AUD) and include Australian Goods and Services Tax (GST).

### 4. CANCELLATIONS & VARIATIONS

4.1. All cancellations are required to be made by written notice to our nominated email address being: [hello@grapeexplorationsaustralia.com.au](mailto:hello@grapeexplorationsaustralia.com.au).

4.2. For cancellations:

a) advised more than 30 days prior to the Tour departure date, a full refund of the Fees will be available; b) advised less than 30 but more than 14 days prior to the Tour departure date, a cancellation fee of 25% of the total Fees will be payable; c) advised less than 14 days but more than 2 days prior to the Tour departure date, a cancellation fee of 50% of the total Fees will be payable; and d) advised less than 48 hours prior to the Tour departure date or where no cancellation is advised at all and you fail to present for the Tour (no show), 100% of the Fees are forfeited to us and no refund will be available.

4.3. Reduction or increase in numbers of attendees in group bookings must be advised in writing at least 7 days prior to the Tour departure date. Whilst every effort will be made to accommodate such requests, GEA cannot guarantee availability for numbers in excess of those in the original booking.

4.4. Fees will not be varied as a result of reduced numbers of Tour attendees and you hereby acknowledge that no refund will be due in respect of the same.

4.5. Tour variations and cancellations may occur for a variety of reasons beyond GEA's control including illness of GEA personnel, vehicle breakdowns, inclement weather, impromptu changes by (and closures of) wineries and Tour destinations, road closures or traffic disruptions etcetera. If any of these circumstances should arise, GEA may be required to revise the Tour itinerary but in doing so will take all reasonable steps to minimise impact to you and your Tour attendees.

4.6. GEA reserves the right to: a) alter any part of the itinerary without notice; and b) use alternate vehicles and personnel where required, and in such circumstances a refund will not be available.

4.7. In circumstances where we are required to cancel your booking prior to commencement, we will refund 100% of the Fees.

4.8. You hereby acknowledge that wineries and other Tour destinations are often located in fire prone areas and therefore subject to directions from local CFA and municipal authorities in respect of the same. In circumstances of extreme heat or fire danger some wineries may, in the interests of patron safety and comfort, choose to temporarily close their venues to all visitors. Such decisions are usually advised a day prior to a Tour, however, given changing conditions such closures may occur at short notice. In circumstances where a venue is closed due to extreme heat or fire danger, GEA reserves the right (in its absolute discretion) to: a) alter the Tour itinerary; b) omit a winery or Tour destination; or c) substitute a winery or Tour destination, and any consequent alteration to the Fees (if any) will be entirely at GEA's discretion.

## **5. TOUR PARTICIPANT BEHAVIOUR & CONDUCT**

5.1. GEA and its winery or venue partners maintain a zero tolerance policy for intoxication, anti-social and/or disorderly behaviour.

5.2. You and your attendees will be expected to comply and abide by relevant liquor licensing and consumption laws. You hereby acknowledge and agree that Tour attendees may be refused service in accordance with responsible service of alcohol laws and individual alcohol service policies enforced at venues. You should be aware that wineries and other Tour destinations have the right to refuse service of alcohol and refuse admission to their premises and GEA accepts no liability or responsibility for loss resulting from any such refusals.

5.3. Drinking of alcohol is not permitted on GEA vehicles. Doing so does not comply with local laws or conditions imposed by our insurers and is strictly prohibited.

5.4. If you or any of your guests disregard a reasonable request by us to cease consumption of alcohol during the Tour (whether whilst on board a GEA vehicle or otherwise) GEA reserves the right to terminate or suspend the Tour and will, if required, arrange for a taxi service to have the attendee/s transported back to their pick up location at the individual attendee's cost.

5.5. No refunds will be given to those you in the event the Tour is terminated or suspended in circumstances where you or one of your attendees is in breach of this clause 5 and you hereby indemnify GEA in respect of all costs and liability it incurs if GEA is required to suspend or terminate a Tour as a result of irresponsible consumption of alcohol, intoxication of attendees, anti-social and/or disorderly behaviour.

5.6. Legislation requires that seat belts be worn at all times and you hereby agree that you will ensure that all attending passengers abide by any reasonable direction of GEA or its personnel in relation to the wearing of seat belts or passenger safety generally.

5.7. You and all of your attendees must carry suitable identification in order to establish proof of age in accordance with local liquor licensing laws. GEA accepts no responsibility for exclusion from venues for a failure to produce approved proof of age documentation.

5.8. Smoking inside GEA vehicles or third party venues is strictly prohibited and contrary to law.

5.9. You acknowledge that Tour destinations and wineries do not have liquor licenses permitting you to bring your own alcohol (BYO) and as such you are not permitted to bring external alcohol to wineries or other Tour destinations.

5.10. You are wholly responsible for and indemnify GEA in respect of any damage sustained to our vehicles as a result of actions or omissions by you or one of your attending passengers. Any damage sustained to a GEA vehicle by your attendees must be paid for in full by you.

5.11. GEA requests that all Tour attendees remain respectful and considerate of subsequent tour groups and maintain GEA vehicles in a clean and tidy state. GEA may impose a vehicle cleaning fee in circumstances where you or one of your attending passengers is responsible for incidents necessitating vehicle cleaning.

5.12. Hens or bucks, costumes, attire or paraphernalia that is deemed by GEA to be offensive, demeaning, sexist or otherwise inappropriate will not be tolerated by GEA nor accepted at Tour wineries or destinations. You hereby agree to comply with any request by GEA or its personnel to remove any such attire or paraphernalia. In circumstances where an attending individual refuses or cannot comply (for whatever reason) with such a request, GEA reserves the right to exclude the relevant attendee from participating in the Tour and no refund will be available in relation to such exclusion.

## **6. INSURANCE**

6.1. GEA recommends that you and your Tour attendees procure adequate travel insurance that covers cancellation, illness, delays, loss and property damage.

## **7. TOUR DEPARTURES**

7.1. GEA requires your pick-up point address to be advised in writing at least 24 hours prior to scheduled Tour departure.

7.2. No refund will be available to you for attendees who are not at the pick-up location at the scheduled departure time or who fail to advise of a change to their pick-up location within the required time.

7.3. In circumstances where a GEA vehicle is delayed in arriving at a pick-up location, GEA will endeavour to advise any affected passengers where reasonably possible, however, GEA will not accept any liability or responsibility for loss incurred for proposed attendees who fail to await pick up in circumstances of delay.

## **8. MEDICAL CONDITIONS & PERSONAL BELONGINGS**

8.1. You agree that you will inform GEA of any reasonable medical requirements that can be met by someone without medical training that you or Tour attendees may require whilst on the Tour (such as use of an EpiPen or an asthma inhaler) and inform us of where these items will be stored whilst on the Tour and how to use them if required.

8.2. Notwithstanding clause 8.1 above, you nonetheless acknowledge that GEA personnel are not medical professionals (or may not be with your group at all times) and agree to release and indemnify GEA from all liability associated with offering reasonable assistance.

8.3. Participant safety is of paramount concern to GEA and so we will seek professional medical assistance if there are any doubts about the medical safety or fitness of an attendee to continue on the Tour. You hereby agree for us to do so whether you or the individual concerned provides consent at the time or not.

8.4. Our personnel will seek professional medical assistance (for example: ambulance, paramedics or doctors) if they are requested to do so or they reasonably believe that you may require such assistance. By booking with GEA you agree to assume the costs associated with any such medical assistance requested and procured on your behalf by our drivers, personnel, other passengers or by staff at a winery or Tour destination.

8.5. It is your responsibility to take care of your personal belongings at all times whilst on a Tour. GEA cannot be held responsible or liable for any personal belongings left unattended on our vehicles or at wineries and/or Tour destinations. Where possible we will take reasonable steps to return any lost property which is recovered from our vehicles provided that you pay in advance the cost of any associated postage or freight.

## 9. RELEASE

9.1. GEA personnel may take photos or videos of you in the course of the Tour for the purposes of marketing its Services. We may also record your written feedback about our tours.

9.2. If you do not consent to photos and video being taken of you and your attendees by us for marketing purposes, please advise us in writing at the time of making your booking. Unless you advise us otherwise in writing, you grant us permission to photograph and video you and for us to use the resulting photographs and videos for marketing purposes. You also grant us permission to use your written feedback for marketing purposes, such as in testimonials displayed on our Website.

## 10. LIABILITY & INDEMNITY

10.1. GEA will not be liable to you or any other person for any liability or claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any consequential loss or any other remote abnormal or unforeseeable loss whether or not in the reasonable contemplation of the parties, in relation to Tour and/or providing the Services. This includes, but is not limited to: a) any claims or liability which may arise as a result of property damage caused by you or a Tour attendee; b) any claims or liability which may arise as a result of a breach by you or a Tour attendee of clause 5 (tour conduct and behaviour); c) any claims or liability which may arise as a result of the you providing incorrect information or instructions; and d) any claims or liability for infringement of any third-party intellectual property rights.

10.2. You agree that, the maximum liability of GEA to you arising out of or in connection with the Services is, to the extent permitted by law, limited in the aggregate to the amount of the Fee payable for the Services. In the event of a breach by GEA causing loss, GEA's liability to you for such breach shall be limited to the cost of GEA supplying the Services again.

10.3. You are liable for and agree to indemnify, defend and hold GEA harmless for and against any and all claims, liabilities, suits, actions, costs and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: a) any information you supply that is not accurate, up to date or complete or is misleading in any way;

b) any breach by you of these Terms; c) any breach of these Terms by any attendees, passengers and/or guests booked by you; d) any unauthorised use of GEA branding or intellectual property; and e) any misuse of the Services, from or by you, your attendees, guests, employees, contractors or agents.

10.4. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to conduct of an attendee on the Tour.

## 11. MISCELLANEOUS

11.1. GEA offers gift certificates. Gift certificate are valid for 12 months from the date of issue and are not redeemable after the expiration date. Whilst GEA will make all reasonable endeavours to accommodate gift certificate bookings, gift certificate redemptions will at all times be subject to tour availability and will not take precedence over existing bookings. Gift certificate bookings must be made at least one week prior to the preferred tour date.

11.2. Winery and other Tour destinations may offer menu items tailored to the needs of allergy sufferers, vegetarians or those on restricted diets. We encourage you to advise of any dietary requirements of Tour attendees at the time of making your booking so that GEA can advise wineries and Tour destinations. Please note however that GEA cannot guarantee accommodation to individual dietary requirements and accepts no responsibility for a failure of a winery or Tour destination to suitably accommodate such requirements.

11.3. You acknowledge that our tours are specifically designed for persons over the age of 18 years and that GEA vehicles are not equipped with appropriate child seats, restraints or other safety features required for minors. Upon prior request (and subject to the discretion of GEA) minors may be allowed to join a tour at adult prices provided that: a) the minor is accompanied by a parent or legal guardian; b) that parent or legal guardian accepts full responsibility for the safety and behaviour of that minor; and c) that parent or legal guardian ensures that the minor does not at any time consume alcohol while on the GEA Tour.

**If you have any questions or concerns about anything contained in these Terms or your booking generally, please contact us:**

**Grape Explorations Australia  
PO Box 12022, Carrum VIC 3197**

**Email: [hello@grapeexplorationsaustralia.com.au](mailto:hello@grapeexplorationsaustralia.com.au)**

**Contact: Michael Aveson - 0435 050 813**