

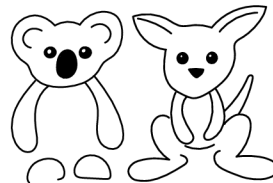


# General Terms & Conditions 2025

Australia's best small  
group tours



**Taste the real Australia**  
Discover Australia like a local



**Small group experiences**  
Genuine intimate experiences



**Sleep well at night**  
Boutique accommodation

# Default Applicability of General Terms and Conditions

Unless expressly agreed otherwise in writing between Via Travel and the client, these General Terms and Conditions shall apply by default to all services, bookings, and transactions undertaken with Via Travel. In the absence of a separate, specific agreement that supersedes or modifies these terms, whether such agreement be verbal, written, or implied through custom practice, these General Terms and Conditions shall be deemed binding and enforceable.

An authorised representative of Via Travel must explicitly confirm any deviation from these terms to be valid. By engaging with our services, the client acknowledges and accepts that these General Terms and Conditions govern the relationship between the parties.

## Inclusions



Small Group Tour  
(Max 16 Guests)



Meals as directed,  
specific to each tour



All transport from  
tour start to finish



Local knowledgeable and  
experienced guides



All accommodation

# Important Information

## Direct Bookings through Via Travel

A deposit of \$400 AUD is required to secure your booking. Confirmation & full payment is due 61 days prior to travel. Full payment is due on booking for any booking made within 61 days of the departure date.

Private Tours & Charters: Bookings must be secured with a deposit of 25% per participant ("the Deposit") paid at the time of booking. Full payment is required for bookings made within 90 days of departure. If you do not pay within this period Via Travel, may deem your booking cancelled and your deposit forfeited. The price of your chosen tour will be as stated to you by either Via Travel or your travel agent. Once your booking has been confirmed and the Deposit paid that price will remain fixed unless there are changes in State or Federal Laws related to taxes, levies or duties or third party supplier costs. The Deposit is non-refundable unless Via travel cancels your tour (see clauses /// below).

If a tour comprises a special offer, remittance is required as per the conditions outlined in the brochure. Full payment in this instance includes, but is not limited to, pre- and post-accommodation and any ancillary charges. Your booking is taken to be confirmed and accepted when Via Travel issues an invoice. If your booking is made through a travel agent, Via Travel will address all correspondence to that travel agent. All monies paid by you to the travel agent will be held by them on behalf of Via Travel. You must clearly state all your requirements (including dietary) at the time of booking. Via Travel cannot guarantee special dietary requirements, nor will Via Travel assume any responsibility or liability if your special requirements cannot be fulfilled.

# Amendment & Cancellation Policy for Via Travel

It may be necessary for Via Travel to cancel a scheduled departure and to offer an alternative or full refund for a tour. Via Travel cannot guarantee pick-up or drop-off times and is not responsible for the costs of any other travel arrangements affected due to vehicle mechanical problems or breakdowns, our cancellations or rescheduling of any tour departure.

In the case of vehicle mechanical issues or breakdowns, Via Travel will put into action steps to fix the bus or find a replacement so the tour can continue.

## **Via Travel reserves the right to:**

- Change, cancel or postpone any tour due to operating requirements or circumstances beyond its control.
- Increase standard charges, which are identified in the promotional material.
- Increase or decrease the tour prices and other particulars contained in Via Travels' brochures and website.
- Should change or cancellation prove necessary, Via Travel will give you reasonable notice in the circumstances, and where available, offer you a comparable alternative. If an alternative is not available or acceptable, you will be entitled to a refund of the money.

- If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural & nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond Via travels control, participants will be entitled to a refund of monies paid less reasonable expenses incurred by it in respect of your booking.
- Itineraries may vary and/or attractions substituted due to seasonal conditions, third-party companies or individual suppliers and National Park requirements.

## Change of itinerary

After departure: We reserve the right to change an itinerary after departure due to local circumstances, or events outside of our control. In such circumstances the additional cost of any necessary itinerary alterations will be covered by you.

Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## Insurance

It is strongly recommended for all participants on Via Travel tours to take out comprehensive travel insurance before travel on the tour.

Such insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death, loss of personal baggage and money and personal liability insurance. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

Via Travel require evidence of participants' travel insurance, and proof of insurance must be produced to Via Travel on request before the tour departs.

Please note that during your tour there may be opportunities to take part in adventure activities or excursions outside the planned itinerary. These do not form part of your contracted tour with Via Travel and you should ensure your Travel Insurance covers your participation in these activities.

# Refund Policy

## Cancellation by the traveller

If you cancel your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation.

### If you cancel a trip

- 61 days or more prior to departure, your deposit will be retained by us
- Between 60 to 31 days prior to departure, we will retain 50% of the total booking cost
- 30 days or fewer prior to departure, we will retain 100% paid by you in connection with the booking

You are strongly advised to take out cancellation insurance at the time of booking, which may cover cancellation fees.

If you leave a trip for any reason after it has commenced, we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third-party tour and transport operator fees.

If you want to change any aspect of your booking (including but not limited to a change to a tour of shorter duration or a different departure date), you must notify Via Travel as soon as possible in writing.



Via Travel will do its best to accommodate your requested changes. Participants will be required to pay the following applicable amendment fees per requested change:

- Extended Tours: Changes within 51 days of departure. (unless the transfer or change is to an earlier departure of the same tour); We will pass on the reasonable fee plus \$100 admin.
- \$50 per person for pre or post tour accommodation changes (if applicable) if outside 30 days of departure.
- All changes within 30 days of departure are considered a cancellation and the above cancellation fees will apply. Upon receipt of a request for a booking change, a new invoice will be issued by Via Travel and all cancellation charges/amendment fees will be shown.
- All amendment fees are payable within 7 days of the issue of a new invoice or on the date of departure, whichever is the sooner.
- If you are prevented from travelling on your tour for any significant reason beyond your control (such a illness or death of an immediate family member), Via Travel may agree to your booking being transferred to another person who satisfies all the conditions applicable to the tour, subject to you and the other person accepting liability for full payment of the tour cost and any additional costs arising from the transfer PROVIDED THAT Via Travel must be given at least 30 days written notice of the proposed change.

# Risk

Some activities included on the tour may require a reasonable level of fitness. If you have any doubts about your ability to participate in activities, you are under no obligation to participate.

Via Travel does not own, operate or control any of the companies or individuals which provide the optional activities or excursions. Some of the optional activities and excursions are inherently risky.

## **If you wish to book any optional activity or excursion:**

- You must be fit enough to do so (including being able to swim for at least 50 meters unassisted if participants are in surfing activities);
- You must follow all reasonable instructions.
- You may do so subject to the operator's terms and conditions;

- You agree that tours involve a higher than normal risk and a signed release will be required from all participants before tour departure. There may be additional charges for any optional activities or excursions and such charges will be collected after boarding for those who wish to participate.

Your contract will be with the operator of the activity or excursion and will be governed by local law. Via Travel acts only as their agent. Via Travel staZ will have further details and additional information can be found on the Via Travel website.



**Whilst Via Travel make every effort to safeguard participants, Via Travel shall not be liable for:**

- Any act or omission of any company or operator, its employees, agents or subcontractors;
- Loss or damage to personal belongings or baggage;
- Any injuries caused to participants during the activities or excursions on the tour; and You indemnify Via Travel and shall keep it and its officers and employees indemnified in respect of any loss or damage (including legal costs on a solicitor-client basis) from any act, omission, or breach of this agreement or any law or regulation by you;
- Any claims by any person for injury to person or property, including consequential loss, arising from your participation on the tour.

All risks as stipulated in these terms and conditions pass to the participant upon acceptance of these terms and conditions, the signing of this agreement or when payment is made to Via Travel.

Any relief from liability in these clauses is to be read subject to any restriction on contracting out of liability provided in any legislation (including the Competition and Consumer Act 2010 (Cth) as amended) binding on Via Travel so that the provisions for relief in these clauses are limited or rendered ineffective only to the extent require to give effect to that legislation but are otherwise fully effective or independent of any provisions which are void or ineffective by reason of the legislation.

## Complaints

In the event of any dissatisfaction with the accommodation or any other service provided by Via Travel, you must

report it immediately to Via Travel staff so that action can be taken to remedy the problem.

Any complaints made to Via Travel following the conclusion of the tour should be made in writing within 28 days of completion of the tour. In the event that you do not notify us in writing within 28 days, Via Travel's ability to investigate the complaint may be prejudiced.

## General

- If you arrange your tour directly with us, all correspondence and communications will be sent to your address in our booking file unless you specify otherwise.
- You agree that Via Travel advertising and publicity material may include statements made by participants and/or photographs/video footage. You consent to such use of your comments or photographic/video likeness.

- Australian Government regulations prohibit smoking and the drinking of alcohol inside tourist vehicles in Australia (smoking and drinking should be limited to stops along the route).
- No servant, agent, employee or representative of Via Travel has any right to alter, vary or waive any of these Terms and Conditions, nor undertake any activity likely to lead to increased liability whatsoever on behalf of Via Travel unless such be in writing and signed by a duly authorised person.

**All contracts for bookings made with Via Travel are governed by Australian law and are subject to the exclusive jurisdiction of the Australian Courts in the event of a dispute.**