



Tour Booking Terms and Conditions

Acknowledgment

These Terms and Conditions (Terms) are between [Bling Limousines Tours] (ABN 65 703 856 653), its manager and liaison (referred to as “we”, “us” or “our”) and you, the person, company or entity that purchases services from us (referred to as “the client”, “they”, “them” “you” or “your”), and collectively the parties. These Terms apply to all sales made by us to you the client.

The client has requested certain services, described on and able to be requested via our website <https://blinglimos.com.au/swan-valley-tours-perth> (Site) (Services).

The client accepts these Terms by verifying by email and directing us to proceed with the Services, or paying a deposit required, or making part or full payment for the Services set out in our tax invoice to them. You agree that these Terms form the agreement under which we will provide Services to you. Please read these Terms carefully. Please contact us if you have any questions using the contact details above of these Terms. By booking or using our Services signifies that you have had adequate time to read these Terms and contact us if needed. That you have understood, read, and agreed fully with these Terms, and that you are 18 years or older, or have the consent of a legal guardian who is 18 years or older. You must not book or use the Services if you are under 18 years of age or do not have the consent of a legal guardian who is 18 years or older. If you do not agree to these Terms, you should not use or book our Services from us. We will not commence performing the Services until you have paid the Deposit if you have booked a Tour.

Our Services

We agree to provide the Services with real consideration, attention, and expertise. We have the right to refuse any request that we deem improper, unjust, or illegal. While we attempt to assist with requests for certain vehicles wherever possible, our limousines are allocated based on operational need and we cannot promise that a certain vehicle will be used for your group. We may provide you with general information and suggestions. Any suggestions we provide to you are our view only. You may find more information about our Services on our Site. We are not accountable for or liable for the products or services provided by other parties who are not our staff or our direct contractors, including but not limited to wines, meals, and vineyard activities.



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If you request amended or additional services, but do not change the date of a Tour (Variation), we have discretion as to whether we perform this Variation for you and whether an adjustment to the Fee may be required. If we are unable to accommodate the Variation, we may request that we be paid for Services performed to date and terminate these Terms. We will do our best to accommodate any requests for Variations to our Services. If we agree to perform a Variation, then we will inform you of any additional cost (Variation Fee). You must pay the Variation Fee within 7 days of us issuing the Invoice for the Variation.

When we organise with the restaurant to provide meals for you, we cannot guarantee your special dietary requirements will be met. On request, we can check with the restaurant whether your dietary requirements can be accommodated.

Under 18 years of age:

Any person under 18 years of age are only permitted on our tours and with the consent of a family member before the tour date. You must inform us prior to the tour (at least 2 days before) if you have guests under 18 years of age so we can ensure that child seats that comply with the law (where applicable) travelling safely for your tour. The manager, staff member or chauffeur reserves the right to refuse service to passengers under 18 years of age where they have not been informed by the appropriate time given. By booking your tour with us you agree that your child/children will always use the child seat or booster seat provided by you as required by the law. By booking your tour with us you agree that you will always be responsible for your child's behaviour and assume liability (including any costs) associated with any damage to our vehicles caused by your children.

Vehicle Breakdown

When we organise transport to and from pickup locations and venues (Pickup Services), we will do our best to pick you up on time and to schedule. If a vehicle breaks down (Vehicle Breakdown), we will do our best to organise alternative transport arrangements so that the Tour can continue. This may include arranging an alternative vehicle to be sent to the location of the Vehicle Breakdown or repairing the vehicle (if possible) at the site of the Vehicle Breakdown using RAC Roadside Assistance or another method. If it is not possible to arrange an alternative vehicle or to repair the vehicle and the Tour cannot continue, we will do our best to organise a new Tour (New Tour) which suits your preferences and availabilities. If a New Tour cannot be arranged to suit your preferences and availabilities, we will arrange for a 75% refund.

Transfers

If you the client cannot attend your Tour for a reason beyond your control, you may transfer your booking to another person. You must give us at least 14 days' notice in writing, prior to the Tour Date, if you wish to transfer the Tour to another person. That person must accept these terms and sign a new form. You or the new person responsible must make payment in accordance with these Terms.



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Accounts Process

The client agrees to pay us the amount set out on our Invoice issued to them, including any deposit required. All amounts are stated in Australian dollars. All amounts include Australian GST (where applicable). You will be required to make payment by way of bank deposit or other payment methods as discussed with us when making a purchase for the Services. We reserve the right to change prices at any time. The prices set out in our brochures may be out of date, we will confirm the current price when you contact us. Your booking is confirmed once we send you an Invoice to the email address you nominate when you book with us. If you require any Variation to your book, you must make a request to us in writing. The price and services may only be varied at our discretion and by written agreement between us.

All Tours: For all Tours, we require payment of a 25% Non-Refundable Deposit and the Final Payment to be paid 14 days before the Day Tours. Bookings must be secured with a non-refundable deposit of 25% paid at the time of booking. Full payment is required for bookings made within 14 days of tour departure date. If you do not pay within this period Bling Limousines Pty Ltd Tours, may deem your booking cancelled and your deposit forfeited. We reserve the right to report bad debts to independent credit data agencies.

Our pricing structure, payment methods and these Terms may be amended from time to time at our discretion. The pricing changes will apply to you for Services provided to you after the date of the change. We may change, postpone, or cancel any Tour in accordance with our operating requirements. We will give you notice as soon as possible. If we need to change or postpone a Tour and the Tour is no longer suitable for you, we will make every effort to offer you a suitable alternative. If the alternative Tour is not suitable, we will provide you with a refund.

Cancellation of any Tour

If less than 4 people are booked on a Tour, we may need to cancel your Tour. We will use all reasonable attempts to organise an alternative Tour suitable to you. If we cannot organise an alternative Tour, we will provide you with a refund. For Tours where four or less people are participating and you cancel, we will give you a refund if you give us at least 14 days' notice prior to the Tour Date. We will not give you a refund if you give us less than 14 days' notice prior to the Tour Date. Tours where five or more people are attending and you cancel, we will give you a refund if you give us at least 30 days prior to the Tour Date. We will give you a 50% refund if you give us between 14 and 30 days notice prior to the Tour Date. We will not give you a refund if you give us less than 14 days notice prior to the Tour Date.

Cancellations because of terrorist activities, national disasters, travel bans, government laws or states of emergency beyond our control of the business are non-refundable. All requests to cancel must be made in writing to us, including via email. A decrease in the number of passengers may result in the cancellation fees above being applied only to the reduced number of passengers, in our discretion.



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Your Declaration to Us

The client declares that throughout the term of these Terms that there are no legal restrictions preventing you from agreeing to these Terms. You will cooperate with us and provide us with information that is reasonably necessary to enable us to perform the Services as requested by us from time to time, and comply with these requests in a timely manner, the information you provide to us is true, correct and complete.

The client will not infringe any third-party rights in working with us and receiving the Services. You will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that we and you will use all reasonable efforts to resolve your concerns. You are responsible for obtaining any consents and permissions from other parties necessary for the Services to be provided, at your cost, and for providing us with the necessary consents and permissions. You consent to the use of your name and Intellectual Property in relation to the Services in a way which may identify you, if applicable, you hold a valid ABN which has been advised to us and if applicable, you are registered for GST purposes.

Medical Conditions on Tours:

The client agrees that they will inform us or our chauffeurs of any reasonable medical requirements that can be met/administered by someone without medical training that you may have whilst on tour (eg. EpiPen for allergies or asthma puffer) and inform us of where these items can be located. However, keep in mind that our chauffeurs are not medical professionals and may always not be with the group. They will seek professional medical assistance (eg. Ambulance or Doctors etc.) if they believe that you may require such assistance. By booking with us you agree to accept the costs associated with any such medical assistance called for on your behalf by our chauffeurs or another passenger or by staff at a venue. You also acknowledge that our chauffeurs are not medical professionals and agree to release any liability associated with offering reasonable emergency assistance prior to medical professionals arriving. Our policy is to seek professional medical assistance if there are any doubts about any of your groups medical safety or fitness to continue the tour. You agree for us to do so whether you verbally give permission or not.

Personal Items

It is always your responsibility to take care of your personal items including any wine or goods purchased whilst on tours. We are not responsible or liable for any personal items including any purchases made during tours. Where possible we will attempt to return any lost property upon request – you agree to cover the cost of postage/freight in advance. We suggest that all purchases be placed in the rear of the limousine/s. Our limousine/s may need to be moved without passengers onboard due to parking requirements or operational need.



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Behaviour on a Tour

The happiness of passengers is of the importance to us. We strive to provide Tours which are fun to all involved. We do not tolerate bad behaviour on a Tour which disturbs or affects the satisfaction of other Tour members. If you or someone in your group acts in a manner which is against the law, interferes with the chauffeur's ability to drive safely and is unsafe, indecent, upsetting, disrespectful towards other tour passengers or in any of the tour venues to their staff, we may ask you to leave the Tour instantly. If we ask you or someone in your group to leave the Tour because of the above stated behaviours, we will not provide you with a refund. If we ask you to leave the Tour you are responsible to pay for your own transport to home.

Our Property

The work and materials that we provide to you in carrying out the Services contains material which is owned by or licensed to us and is protected by Australian and International Laws (Materials). You agree that, as between you and us, we own all Property rights in our Materials, and that nothing in these Terms constitutes a transfer of any Property rights in our Materials, except as stated in these Terms or with our written permission.

Your Property and Moral Rights

If you provide information including any property to us, then you declare that you have all necessary rights to provide that to us and grant us permission to use the information or property in any way we require to provide the Services to you and consent to any act or oversight which would otherwise constitute an infringement of your Moral Rights. You agree that any information of property given has not been induced by duress or any false or misleading statement.

Photo Release

We may take photos or videos of you during our Tour. We may also record your written feedback about our Tours. You grant us permission to photograph and video you or your group 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 Site. If you wish to withdraw your permission for us using your images or videos of you in our marketing material, please contact us in writing and request that we do not use your image or video recordings of you or your group. If you make a request to us in writing, we will not use your image or video in any marketing material.

Feedback or Complaints

Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact us.

Please contact for any questions of the above Terms on 0431597137 or email info@blinglimos.com.au