

# Sip The Snowies – Terms and Conditions

## 1. Definitions

The following definitions apply to these Terms and Conditions:

- (a) **“Agreement”** means this Agreement and any variation in writing by the parties after the date of the agreement.
- (b) **“Customer”** means the party engaging Sip The Snowies to provide the Services.
- (c) **“Fees”** means the amount payable to Sip The Snowies for providing the Services inclusive of GST (Goods and Services Tax).
- (d) **“Private Tours”** means Services provided exclusively to one Customer or private group.
- (e) **“Public Tours”** means Services provided to a number of Customers or groups.
- (f) **“Sip The Snowies”** means Sip The Snowies Pty Ltd (ACN 654 429 115) of Level 1, 2/10 Kennedy, Kingston, New South Wales 2604.
- (g) **“Services”** means food and experience tours involving transporting Customers in Sip The Snowies (or Third Party) vehicles to a number of tourist destinations and establishments in the Jindabyne (and surrounding) areas.
- (h) **“Terms”** means the Terms and Conditions of this Agreement.
- (i) **“Third Party”** means any other party who is not a party to this Agreement.
- (j) **“Tour Date”** means the date upon which Sip The Snowies will be performing the Services for the Customer.

## 2. Customer’s Obligations and Conduct

- (a) The Customer agrees that they have read and understood these Terms before paying the deposit in Clause 5(a).
- (b) The Customer must not consume alcohol, illicit drugs, food or smoke on board any Sip The Snowies vehicle or Third Party vehicles.
- (c) Sip The Snowies will not tolerate intoxicated, disrespectful or unacceptable behaviour.
- (d) Customers must at all times follow any and all directions provided by the tour guides in relation to:
  - (i) Transportation in Sip The Snowies or Third Party vehicles;
  - (ii) Third Party Venues; and
  - (iii) Public areas including national parks.
- (e) Customers found breaching Clauses 2(b) – 2(d) will be asked to desist. Failure to comply will result in the Services being cancelled for that Customer and the driver will remove that Customer from the vehicle at a safe location decided by the driver.
- (f) Third Party venues reserve the right to refuse service or admission to Customers.
- (g) No refunds will be given to Customers:
  - (iv) who are removed from Sip The Snowies or Third Party vehicles;
  - (v) who are refused service or admission to wineries or Third Party venues: or
  - (vi) Sip The Snowies cancel the Services due to the Customers breach of this Agreement.

- (h) To consume alcohol at the venues, Customers must be able to prove that they are over 18 years of age.

## 3. Pickup

- (a) The pickup time and location for the Services will be arranged at the time of the booking between the Customer and Sip The Snowies.
- (b) Sip The Snowies reserves the right to charge additional fees for:
  - (i) Customers who require more than 3 pickup locations; and
  - (ii) pickup locations outside the Jindabyne (and surrounding) areas.

## 4. Itinerary

Two weeks before the Tour Date, Sip The Snowies will provide all Customers with an itinerary of their tour, which is subject to change at Sip The Snowies discretion.

## 5. Performance of the Services

In providing the Services, Sip The Snowies will not be liable for any failure or delay in performing the Services if that failure arises from:

- (a) anything beyond Sip The Snowies’ reasonable control;
- (b) changes to the itinerary;
- (c) cancellations made by Third Party venues; or
- (d) the failure of the Customer to comply with this Agreement.

## 6. Fees and Payment

- (a) A non-refundable deposit of \$200 of the Fees is required to secure all Private Tours.
- (b) The balance of the Fees for Private Tours is due 14 days after the booking has been made and confirmed by Sip The Snowies in writing.
- (c) Fees for all Public Tours must be paid at the time of the booking to secure the Public Tour.
- (d) The Customer will be required to pay any additional costs or fees incurred by Sip The Snowies as a result of:
  - (i) damage to the vehicles; or
  - (ii) excessive cleaning of the vehicles, pursuant to Clause 8.
- (e) If the Customer fails to pay the Fees within the time referred to in Clauses 6(a) - 6(c), Sip The Snowies reserves the right to cancel the booking, retain all Fees paid as at the time the booking was cancelled by Sip The Snowies in accordance with this clause 6(c) and not perform the Services.

## 7. Refunds, Changes Cancellations

- (a) If the Customer cancels a Private Tour at least 30 days before the Tour Date, the Fees excluding the deposit will be returned to the Customer.
- (b) If a Customer cancels a Public Tour at least 30 days before the Tour Date, the Fees excluding a \$20 administration fee will be returned to the Customer.
- (c) If the Customer cancels a Private Tour at least 14 days before the Tour Date, an 80% refund of the balance of the Fees excluding the deposit will be returned to the Customer.
- (d) If a Customer cancels a Public Tour at least 14 days before the Tour Date, an 80% refund of the Fees

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excluding a \$20 administration fee will be returned to the Customer.

- (e) If the Customer cancels a Private Tour less than 14 days before the Tour Date, a 50% refund of the balance of the Fees excluding the deposit will be returned to the Customer.
- (f) If a Customer cancel a Public Tour less than 14 days before the Tour Date, a 50% refund of the Fees excluding a \$20 administration fee will be returned to the Customer.
- (g) Instead of receiving a refund in accordance with clauses 7(a) – 7(f), the Customer may elect to receive a credit, equal to the value of the refund, which can be redeemed to book Sip The Snowies Services at a future date.
- (h) Any changes made to the number of Customers attending Private Tours or Public Tours at least 14 days before the Tour Date will be subject to the same cancellation policy set out in clauses 7(a) – 7(f).
- (i) No refund or credit will be given cancellations less than 7 days, or for a 'no show', on the Tour Date.
- (j) Except for the circumstances in Clause 7(h), a full refund will be given to the Customer for any cancellation caused by Sip The Snowies.
- (k) During the summer months, when days are rated as 'Severe', 'Extreme' or 'Catastrophic' by the New South Wales Rural Fire Service, some Third Party venues may choose to close their property to all visitors. Sip The Snowies reserves the right to alter the itinerary or cancel the services in the event of extreme weather conditions and bush fires.

### 8. Additional Cleaning or Damage to Vehicles or Property

- (a) The Customer is liable for any and all damage to property including, but not limited to, Sip The Snowies property and vehicles, as well as any Third Party property and vehicles.
- (b) Broken or cracked vehicle windows from Customers banging, kicking or leaning on windows will be charged at \$500 per window, which is payable on the spot before the Services can continue.
- (c) The Customer is liable for the cost of excessive cleaning required to any vehicle resulting from spillage of fluids, food, vomit and stains, of at least \$400 or more, and is decided at the sole discretion of Sip The Snowies.

### 9. Limitation of Liability and Indemnity

- (a) To the extent permitted by law, Sip The Snowies, its employees and any agents or contractors will not be liable for and the Customer will indemnify and hold harmless against any claims, actions, expenses (including all reasonable legal expenses), loss or damages incurred by the Customer resulting from or arising out of the provision of Services.
- (b) The indemnity in Clause 9(a) does not apply if the claims, actions, expenses, loss or damages suffered by the Customer are determined to have resulted from the negligence of Sip The Snowies.
- (c) The Customer acknowledges and agrees that Sip The Snowies accepts no liability or responsibility for any loss or damage to personal belongings or for any injury, illness, accident or loss of any type during the provision of Services.

### 10. COVID 19

- (a) Customers are required to register their contact details by scanning the New South Wales government QR Code provided, prior to entering the vehicle. Where the Customer does not have a phone, they should notify the driver so that Sip The Snowies can record these details.
- (b) Customers agree to abide by the current New South Wales government public health orders and restrictions, including those directives made by the Chief Health Officer of New South Wales, during the term of the Services. Sip The Snowies accepts no liability or responsibility for fines incurred by Customers for a breach of COVID policies or restrictions during the provision of Services.