

## **Adelaide Convention Bureau**

### **Site Terms and Conditions relating to Touring Experiences**

By using [adelaideconvention.com.au](http://adelaideconvention.com.au) (**Site**) and/or purchasing products or services and/or making any bookings through the Site or through Operators you are agreeing to the following terms and conditions. **'We'**, **'us'** and **'our'** refers to Adelaide Convention Bureau. These and any other definitions contained in these terms and conditions also relate to our Privacy Policy.

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#### **1 General**

- 1 Booking or 'booking' means a booking of a Touring Experience or tourism product and includes accommodation, tour or travel or any other product or service that is distributed and referred to or offered on or via the Site or through the Site linking you direct to Operators.
- 2 Customer means you or the person or company making a booking or purchasing a tourism product with an Operator through the link on the Site and if there are more than one persons or companies making the booking, those persons or companies will be bound on a joint and several basis.
- 3 Operator includes 'providers' of a touring experience or tourism product and means a third party supplier or any supplier or provider of accommodation, tour or travel or any other product or service that is offered on or via the Site or through the Site linking you direct to Operators.
- 4 We act as distributors only for Operators. All bookings are subject to the Operators' terms and conditions and policies and you should read the Operators' terms and conditions before proceeding with your booking. Our role as distributor is limited to facilitation only, to assist in directing you to Operators that provide tourism products and touring experiences. As a result all bookings and the arranging of any and all documentation that relate to the tourism product and or touring experience are through the Operator.
- 5 These terms and conditions may change from time to time and we reserve the right to change or modify all or any part of these terms and conditions, without notice, by posting changes to the Site. Any amendments to these terms and conditions take effect immediately upon posting to the Site.
- 6 Our terms and conditions apply to all products and services referred to on the Site, whether directly or indirectly, and to all usage and bookings made on the Site whether made online, through any mobile or tablet device, by email or telephone. By using the Site and or making bookings on the Site and or using any of our other applications, you acknowledge and agree to have read, understood and agreed to our terms and conditions.
- 7 By making a booking for a tourism product or touring experience referred to on the Site you warrant that you are at least 18 years old and are of sufficient age to use this Site and create legal binding obligations for any liability you may incur as a result of using the Site.

#### ***Travel insurance***

- 8 We recommend that all Customers obtain travel insurance against cancellation or amendment fees, damage to and loss of baggage and money, medical and hospitalisation expenses, repatriation or curtailment expenses due to illness, the need to return home because of an unexpected death or illness in the immediate family, evacuation expenses and accidental death or disability. This list is not exhaustive and there may be other personal circumstances or factors relevant to the Customer that warrant obtaining insurance. Customers may also have to obtain exclusion waivers where appropriate for adventure activities excluded in travel insurance policies. This is a matter however for Customers to address directly with their insurance provider.
- 9 It is the Customer's sole responsibility to take all appropriate medical advice prior to commencement of the booking as to whether the Customer is fit enough to undertake the booking and as to the vaccines, medications and other precautions appropriate to the booking. The Customer acknowledges and agrees that in relation to adventure activities or for certain travel an Operator may in its sole discretion exclude the Customer from the booking or any activity if the Operator considers that the Customer is unable to safely participate in the booking as a result of a medical condition.

### ***Travel documentation***

- 10 It is the Customer's responsibility to ensure that all passports, visas, travel permits, health certificates, or other documentation required for the booking are obtained, and are in order, and that all required vaccinations have been obtained. It is the Customer's responsibility to meet any additional costs incurred by the Customer as a result of any failure to comply with these requirements.

### ***Governing Law***

- 11 These terms and conditions are governed by the laws of South Australia and each party submits to the jurisdiction of the courts of South Australia.

## **2 Use of Site**

- 1 We make every effort to ensure that all information displayed on the Site is accurate but given considerable information on the Site is provided by Operators we are unable to guarantee the accuracy of all information nor are we able to guarantee that the Site is free from errors or faults.
- 2 We reserve the right to change information published on the Site at any time.
- 3 We may link our Site to other websites on the internet (Linked Sites). We are not required to maintain or update these links. These links are provided for your convenience only. It does not mean that we have reviewed these websites or that we endorse them. We are not responsible for the content of other websites even if we link to them. We make no warranties and accept no liability if you suffer any loss or damage in relation to material contained on external sites or using another's products or services.
- 4 We are not liable to you or any other person for any loss in connection with the use of a linked website.

## **3 Disclaimers and Limitation of Liability**

- 1 We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of Operators who we have no direct control over.
  - 2 The Customer acknowledges that there are inherent risks involved in participating in some bookings such as adventure activities. By making a booking, the Customer accepts all risks associated with the booking.
  - 3 The Customer hereby releases us and our respective officers and employees from all actions, proceedings, claims and demands that the Customer may otherwise have now or in the future against us as a result of or in connection with, whether directly or indirectly the Customer's participation in the booking.
  - 4 We make no warranty or representation about the fitness or suitability of any product or service advertised on the Site.
  - 5 Without affecting any of your statutory consumer rights that cannot be lawfully excluded or limited:
    - 1 We will not be liable for any losses, damages, liability, claims or expenses (howsoever caused, including negligence, and whether direct, indirect or consequential) arising from the use of or connected with our Site or any products or services purchased on our Site. This limitation of liability (whether arising under contract, tort (including negligence) or statute) applies to all damages of any kind including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury or death and claims of third parties.
    - 2 We make no warranty or representation as to the fitness or suitability of any product or service displayed on our Site or any linked website.
  - 6 Where our liability cannot be excluded, to the extent permitted by law such liability is limited to either:
    - 1 For breach of implied terms, at our option, to resupply the service or the cost of resupplying the service that we provide as distributor only; or
    - 2 Otherwise to the value of the booking made.
- whichever is less.
- 7 In the event that our Site fails to operate or causes you loss or damage, your sole remedy is the refund of any money that you paid to us to use this Site.
  - 8 Your access to and use of this Site is subject to factors beyond our control. We do not represent or warrant that this Site, the server that makes it available or any of the products or services supplied through this Site will be free of errors, viruses or defects or that the service will be uninterrupted or timely. Because of the nature of the internet we do not warrant that this Site will be secure and we will not be liable for any disruptions to the Site.
  - 9 We cannot accept additional liability for unavailability caused by an Operator over-selling its own inventory.

## **4 Payment**

- 1 Depending upon the currency of the booking, the currency being used for your payment and the country in which your credit card or debit card was issued, your financial or credit provider may impose foreign exchange fees and other fees which are in accordance with your arrangements with that financial or credit provider.
- 2 We do not accept liability for any costs incurred by a Customer as a result of using a method of payment which incurs additional charges.

## **5 Changes to Booking**

- 1 We cannot guarantee that changes can be made nor can we guarantee that additional fees will not be charged by the Operator. You need to note that:
  - 1 Some bookings with some Operators, for instance certain accommodation, or in certain periods, or for certain room types cannot be cancelled or changed.
  - 2 Some Operators may permit cancellations or changes but this may involve that Operator imposing a charge. This information will be displayed (see cancellation policy) on the relevant Operator's details page, which you access prior to making a booking.
- 2 By making a booking via the Site with any Operator referred to or that you are directed to on the Site, you accept and agree to the relevant cancellation and no-show policy of that Operator.
- 3 If you fail to cancel a booking and do not check-in in accordance with the booking made you will be charged for up to the full amount of the booking made.

## **6 Requirements upon check-in**

- 1 You need to be aware that you may or will be required to provide a credit card imprint or equivalent at check-in to cover any incidental charges.
- 2 The person registering at check-in must be over the age of 18.
- 3 At check-in, to avoid the risk of identity fraud, you may be asked to provide photo ID to ensure that your identity matches your booking identity.
- 4 A record or copy of your identification may be retained by the Operator to minimise the risk of fraudulent credit card usage and for verification purposes with your credit card provider in the event of a dispute.

## **7 Refunds**

- 1 We do not provide any refunds. No refunds will be given by us. Any claim for a refund must be directed to the Operator but note the unlikelihood of refunds being paid or given in connection with:

- 1 Any changes to the booking requested by the Customer after the booked period commences.
- 2 The Customer's failure to appear for the booking, or any component part of the booking, or the Customer leaving the booking after its commencement.
- 3 The Customer being excluded from the booking, or any component part of the booking.
- 4 A force majeure event occurring. A force majeure event means any circumstance beyond our control. A force majeure event may include, but this list is not exhaustive, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, terrorism, insurrection, piracy, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions, alteration or cancellation of scheduled air services or other untoward occurrence.
- 5 You have changed your mind (for whatever reason);
- 6 You are unable to obtain your preferred time;
- 7 If you have a dispute with the Operator;
- 8 The experience did not meet your expectations (for whatever reason);

The above list is not exhaustive.

## **8 Complaints and Dispute Resolution**

- 1 We always try to settle any issues or complaints quickly and fairly.
- 2 We cannot accept receipt of, or action any complaint received more than 14 days after the occurrence of an event leading to the complaint.

## **9 Intellectual Property**

- 1 All information, material, images, text, graphics, logos, trademarks and other material (without limitation) contained on this Site is owned or licensed by us and or third parties and are protected by Australian and international intellectual property law, including copyright.
- 2 Users may download, display and print the contents of this website in unaltered form for their personal use and, except as permitted under the relevant copyright legislation, must not otherwise use or copy, modify, transmit, decompile, store, publish or distribute the contents of this website without obtaining our prior written consent.
- 3 You may use the Site only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store or publish or distribute the material on the

Site, or create any other material using material on the Site, without obtaining our prior written consent.

- 4 Trademarks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining our prior written consent.
- 5 The Site, including trademarks, service-marks, business names, company names, logos, trade-names, get-up (trade dress), products, technology and processes contained in this Site may be the subject of other intellectual property rights of any person any jurisdiction.

## **10 Other limitations**

- 1 Unless otherwise provided within these terms, or unless we are required by an applicable law to allow you to do so, you may not do any of the following without prior written consent from us:
  - 1 Use any robot, spider, other automatic device, or manual process to monitor or collect content;
  - 2 Imply that we endorse your or any other product;
  - 3 Place any false or misleading information on the Site;
  - 4 Use the Site other than to make legitimate reservations or bookings;
  - 5 Use the Site to make false or fraudulent reservations;
  - 6 Post or transmit any unlawful, indecent, threatening, defamatory material that could constitute a criminal offence or violate any law;
  - 7 Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our Site, or take any action that impose an unreasonable load on our equipment; or
  - 8 Disguise the origin of the information transmitted through the Site.

## **11 Termination**

- 1 We may terminate any arrangement that you have with us, your registration with or ability to access our Site and/or any other service provided to you by us immediately if you breach any of these terms and conditions.

## **12 Our Relationship**

- 1 No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these terms and conditions.

## **13 Your Privacy**

- 1 When making a booking you acknowledge that you have read our Privacy Policy.

## **14 Contact information**

- 1 If you have any questions or concerns about our terms and conditions or if you need any further clarification or assistance with respect to using the Site or the products or services offered by the Site, you may contact us