



Villa Carlotta Travel  
Locked Bag 5  
Busselton 6280 WA  
FreeCall 1800 066 272  
www.villa.com.au

It is our intention to set out clearly and simply the responsibilities which we at Villa Carlotta Travel Pty Ltd (ABN 96077204963) referred to in this document as "Villa Carlotta", "us", or "we" have to you, our client and which you, in turn, have to us when a contract is made between us. You should therefore read and understand the contents of this document which contains the terms and conditions of our contract with you. When you make a booking, you are confirming that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party.

Your contract will be with Villa Carlotta Travel Pty Ltd (ABN 96077204963) of 2 Fairbairn Rd Busselton WA 6280 which will act as the travel agent and tour operator. A contract will exist as soon as we issue a confirmation invoice in response to your request for a booking and the deposit has been paid by you either to your travel agent or directly to us.

### **Booking your holiday**

1. A Reservation will be held for 14 days without a deposit. To confirm your booking a deposit is required. The amount of the deposit and full payment details will be identified in your Booking Confirmation Letter. Payment to Villa Carlotta Travel by Direct Debit is preferred, however payment by cheque, Mastercard and Visa are all welcome.
2. Unless otherwise advised, Reservations are only confirmed once your deposit is paid. Your booking is binding on you once accepted by us by issuing a confirmation invoice. We reserve the right in our absolute discretion to refuse to accept any booking without specifying a reason.
3. If you arrange your holiday direct with Villa Carlotta, all correspondence and communications will be sent to the address of the first person listed in the booking file, unless you specify otherwise. If your booking is made through a travel agent, Villa Carlotta will address all correspondence to that travel agent. All monies paid by you to the travel agent will be held by them for and on behalf of Villa Carlotta.
4. At our option booking confirmation is subject to the satisfactory completion and provision of any required information forms and questionnaires we deem necessary to assist us in assessing your suitability for the tour booked.
5. Full payment of the balance is required prior to your tour departure date, and must be received by us by the date which we nominate. If you do not pay within this period, we have the right to treat your booking as cancelled in which case your deposit is forfeited.
6. Alterations or cancellations by you after your booking has been accepted will be subject to the provisions of clauses 5 to 10 of these terms and conditions.
7. Prices quoted for private tours depart from Perth, Western Australia unless otherwise advised and are quoted in Australian Dollars. Prices are calculated on the total number of persons travelling, costs and exchange rates at time of quote. Prices may increase or decrease due to fluctuations on exchange rates and changes in third party fees. If there are changes to the costs of the tour due to these reasons we reserve the right to alter prices at any time prior to departure of the tour.
8. You must clearly state all special requirements for you or any members of your group at the time of booking. If you or anyone named on your booking want to change any aspect of your booking you must tell us as soon as possible but not later than 28 days prior to departure, preferably in writing. We will do our best to accommodate your changes but you may have to

pay a change fee of \$50 per person in addition to any difference in the price of the tour brought about by your requested changes (e.g. upgrade fees, new hotel prices, additional entrance fees, change in the number of persons booked). A new invoice will be issued by Villa Carlotta and change fees, cancellation charges and amendment fees will be listed separately. All fees are payable within 7 days of the issue of the updated invoice. Changes will not be accepted once your tour has departed.

9. If any person named on your booking is prevented from travelling as a result of illness, the death of a close relative, jury service or any other reason beyond your control which we accept as significant which prevents them from travelling, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the tour, provided written notice is given to us of the request to transfer the booking a reasonable time before the date of departure. If a request for transfer is accepted by us both persons will be jointly and severally liable to us for full payment of the holiday cost (or, if part of the price has been paid, for payment of the balance) and for any additional costs arising from the transfer. If another person cannot take the place of the affected person, the total tour costs will be charged to the remaining persons travelling on the tour. It is recommended you consider travel insurance to cover this risk.

### **Special Requests**

10. Where special requests (e.g. dietary requirements, room location, twin or double bedded rooms, seating preferences etc.) are an important factor in your choice of holiday, you must advise us when the booking is made. We are happy to pass your request on to the supplier, but cannot guarantee that it will be accommodated. The provision of any special request does not constitute a term of your contract with us unless we have confirmed it in writing.

### **Complimentary Transfers**

11. Courtesy pre and post holiday home/hotel transfers within the Perth metropolitan area are included on the first and last day of the holiday. Persons wishing to depart early or extend their holidays will be responsible for their own transfers. An additional charge may be levied for taxi transfers outside of the Perth metropolitan area.

### **Cancellation by you or us**

12. It is preferred that cancellation of your booking be made in writing and sent to Villa Carlotta Travel, Locked Bag 5, Busselton WA 6280 or via fax to 08 9754 2029 or e-mail to [travel@villa.com.au](mailto:travel@villa.com.au) Cancellations will be confirmed in person via a return phone call.
13. Cancellation fees will apply. Please refer to your Booking Confirmation Letter. We strongly recommend you check the details carefully and read the included information. Cancellation fees depend on how much written notice of the cancellation is given prior to the departure date. Cancellation fees start at \$200 per booking.
14. The Australia Government strongly recommends Travel Insurance. Travel insurance can offer comprehensive cover from the time of booking for any holiday where you travel more than 200km from home. For selected holidays within Western Australia villa may offer a Cancellation Protection Plan.

### **Cancellation or Modification by us**

15. Every effort will be made to operate all holidays as agreed but it must be remembered that some private tours are planned up to twelve months in advance. We use independent suppliers such as hotels, ground handlers, attractions etc., over whom we have no direct control. On occasions, changes do have to be made and we reserve the right, at our discretion, to modify or cancel any holiday, accommodation or arrangement at any time. These changes, most of which are minor, form part of your contract with us. However, if we

consider any changes a material modification we will endeavour to advise you or your travel agent as soon as reasonably possible and if you accept them, they will form part of the contract between us.

16. In the case of any material modification or cancellation, we will, if possible, provide you with the following three alternatives:
  - a) An alternative itinerary (or alternative inclusion if the change relates to an attraction/site closure);
  - b) A revised invoice; or
  - c) Cancellation with a full refund of all monies paid including your deposit.
17. A material modification is one which has a serious effect on your holiday and includes, for example, a change of departure date, departure point, or change of departure time of more than twelve hours, which may, depending on your circumstances, cause substantial inconvenience to you. Changes of carrier, hotel or sites/attractions are deemed not material.
18. We reserve the right to alter or substitute the carrier and/or type of vehicle mentioned in the original quote or booking, depending on the number of persons on the particular tour, which may vary from tour to tour. In some circumstances we may need to hire in a suitable vehicle from a third party which may differ to those advertised in our brochure and website. Regardless of the vehicle size, luggage is limited to one suitcase and one piece of hand luggage per person.
19. Villa Carlotta and its directors, officers, employees, affiliates, agents and other representatives are not responsible for any claims for losses, damages (whether direct, indirect, special, punitive, or other consequential damages, lost profits or opportunities) delays, illness, injuries, inconvenience, loss of enjoyment, or anxiety (whether based in contract, tort, negligence, strict liability or otherwise) arising from fault or negligent acts or omissions on the part of any other person including travel service suppliers, illness, theft, strikes, mechanical breakdown, quarantine, governmental intervention, weather conditions, acts of hostility or violence, and any other grounds beyond our control.
20. A minimum number of persons may be required for any private tour in order to comply with the requirements of our suppliers. Villa Carlotta reserves the right to cancel a tour if the required number of persons is not reached. Should it be necessary to cancel your holiday you may opt to transfer to another holiday or to receive a full refund subject to these terms and conditions.
21. Tour itineraries are subject to change without notice or refund due to weather conditions, road conditions, strikes, aircraft delays, mechanical or vehicle breakdown or other circumstances beyond our control. Villa Carlotta also reserves the right to alter any itinerary if it believes the alteration is in the best interest of personal safety, wellbeing or enjoyment.

#### **Our liability to you**

22. Subject to clauses 23 and 24 below, we will accept responsibility if due to proven fault on our part, any part of your holiday arrangements booked before your departure from Australia is not as described in the supplied itinerary, or not of a reasonable standard. We will also accept liability if you or any member of your party is killed or injured as a direct result of an activity forming part of those holiday arrangements failing to be as described and of a reasonable standard.
23. We are not responsible for any failure of your holiday arrangements, or death or injury to persons or loss or damage to property unless caused by any proven fault of ours, or our agents or suppliers.

24. If we are liable to you then the most we will have to pay you is two times the price you (the person affected) paid to us for your holiday (excluding insurance premiums and change fees).
25. Our maximum liability to you to pay compensation is limited in accordance with the liability of the carrier under any international convention which governs such services. International Conventions which may apply include, but are not limited to, the following: in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne Convention 1961; and, in respect of carriage by road, the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us.
26. If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of any payment we may make to you.
27. Where, as a result of circumstances beyond our control, your holiday is shortened or terminated, we will not pay compensation or reimburse you for expenses incurred or damages suffered as the result. It is strongly recommended that you take out comprehensive travel insurance against all such risks. If any claim is made directly against us, and if notwithstanding these terms and conditions we are held to be responsible for that claim, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in clause 25 above.
28. If after your tour departure, a significant portion of the services you have contracted for is not provided:
  - a) we will endeavour to make suitable alternative arrangements, at no extra cost to you, for the continuation of the package and will, where appropriate, compensate you for the difference between the services to be supplied under our contract with you and those supplied; and
  - b) if it is not possible to make the arrangements referred to in clause 28(a) above, or these arrangements are not accepted by you for good reasons, we will, where appropriate, provide you with equivalent transport back to the place of departure or to another place to which you have agreed and will, where appropriate, compensate you.
29. All Villa Carlotta tours are conducted in English unless special arrangements have been agreed in advanced.

### **Exclusion of Liability**

30. Force Majeure
  - 30.1 We shall not be liable for any loss, damage or expense suffered by you resulting from a force majeure event. Force majeure means circumstances beyond our control or the control of our suppliers, the consequences of which neither us nor our suppliers could avoid even with all due care, including, but not limited to, war or terrorist activities, threatened or actual, civil unrest, riot, industrial action, threatened or actual, adverse weather conditions, fire, flood, drought, natural or nuclear disaster, closures, unforeseen alterations to public transport schedules, changes imposed by rescheduling of aircraft or boats, technical problems with transport, machinery or equipment, power failure, epidemic or outbreaks of illness, which either delays or extends the tour, compels a change in the holiday arrangements or its cancellation.
  - 30.2 We shall not be responsible if you or a member of your group contravenes any law or regulation of any of the countries visited while on the tour.

### 31. Health and Medical Conditions

- 31.1 It is your responsibility to ensure you are fit and healthy in order to take advantage of the experiences offered by your itinerary. For your own personal safety and that of your fellow travellers, you may be required to have your family doctor complete and submit a 'fit for travel' medical questionnaire in order to confirm your booking.
- 31.2 If you or a member of your party;
- a) develops any want of health and fitness whilst on tour, or
  - b) we reasonably feel that there is a risk that you or a member of your party may develop any want of health and fitness whilst on tour,
- then you and or the member of your party may be precluded from the tour until a General Practitioner provides clearance to either re-join the tour or travel home subject to clause 34.
- 31.3 Not all Villa Carlotta tours are suitable for anyone with physical or mental disabilities, or restriction of movement. Villa Carlotta is unable to provide individual assistance to any persons for walking, dining, reading, writing and other personal needs. Accordingly, we reserve the right to refuse anyone who we believe may be unable to safely participate in a Villa Carlotta tour.
- 31.4 You warrant that you are able to participate in the holiday and you indemnify Villa Carlotta from all actions, claims and demands arising out of any want of health and fitness.
- 31.5 If you, or any member of your party have a medical condition or disability which may affect your holiday, you must tell us before you confirm your holiday booking so we are able to advise as to the suitability of your chosen arrangements. In any event, you must provide us with full details in writing at the time of booking of any medical conditions or disabilities that you have.
- 31.6 If we reasonably feel we are unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline the booking or require that the person be accompanied by a person who is able to provide full care and assistance to them throughout their tour. If the person who is providing full time care and assistance to another person is no longer able to provide the care and assistance required, both persons will be precluded from completing the tour subject to clause 32, 33 and 34.

### **Your liability to us**

32. You must comply with all Government laws, regulations, local customs and foreign exchange regulations of each of the countries visited whilst on tour. Should we detect any contravention of any relevant law, regulation or custom, you may be asked to leave the tour without a refund of the tour fees you have paid.
33. If due to mental or physical impairment, or being affected by drugs and/or alcohol, or for any other reason you are considered by Villa Carlotta, or any provider of services or other person in authority, to be incapable of caring for yourself, or if your carer becomes unable to provide full care and assistance throughout the tour, or whereby your or their behaviour is causing danger to themselves or to other persons, damage to property, or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday immediately.
34. We will not be responsible for any losses or expenses which are incurred or which result from any such persons being precluded from completing the tour for any reason, nor are we liable to refund them any part of their trip cost.

35. In all cases we will notify you of the situation and the reasons why we have taken any action against or towards you. We will have no obligation to arrange for your return to the point of departure.

### **Carrier Indemnities**

36. Any participating airline, boat, rail or road operator involved in a Villa Carlotta holiday are carriers only who accept no responsibility for statements made relating to travel arrangements in any publication promoting the holiday. Villa Carlotta indemnifies them against any claim, loss, action or damage arising thereof.

### **Travel Documents**

37. It is your responsibility to carefully read your confirmation invoice, tickets and all other documents we send to you as soon as you receive them, and contact your travel agent or us if any information appears to be incorrect. We accept no liability if we are not notified of any inaccuracy in any document within 14 days of us sending them to you or your travel agent. While we will do our best to rectify any changes made outside this time, it is your responsibility to meet any additional costs which may be involved, except in the case of an error made solely by Villa Carlotta and where there is good reason for you not contacting us within the specified time.
38. You are responsible for ensuring that all necessary travel documents (e.g. passports, visas, vaccination certificates etc.) are valid and effective. We strongly recommend that you verify current information with your travel agent. Valid photo identification must be carried at all domestic airports. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents.

### **Insurance**

39. You are responsible for ensuring that your travel insurance is adequate for your needs. We recommend that you consider cover for cancellation, medical and repatriation expenses, personal injury, death, cover for loss of baggage, money and valuables, personal liability, delay, curtailment, missed departure and legal expenses and any other cover you specifically require. Your travel insurance should be taken out at time of payment of your deposit.
40. Selected Villa Carlotta holidays include complimentary standard travel insurance in the holiday price. Additional premiums will apply for persons aged 60 years and over and for persons with pre-existing medical conditions. Persons wishing to select their own Travel Insurer must advise us and provide details at time of booking. It is your responsibility to assess the cover we offer for adequacy and if considered inadequate it is your responsibility to notify us.
41. In the event of you making a claim against us for services rendered on your trip, you agree to sign over to us, any rights to take action against the supplier or any other person or party that you have a complaint or legal right against and to co-operate fully with us should we or our Insurers wish to enforce those rights which have been assigned to us.
42. You also agree to indemnify us against all third-party actions taken against us in respect of actions, accidents or damages caused by or to you arising from your participation in the holiday.
43. In the event of you not making a claim under your insurance policy by the date falling 5 days before the maximum length of time permitted by your policy for making claims, you shall assign, by letter sent by special delivery post to Villa Carlotta not less than 5 days prior to the said specified maximum time, the benefit of the insurance policy to us and give immediate notice of such an assignment to the Insurer.

## **Complaints**

44. In the unlikely event of any dissatisfaction with the accommodation or any other services provided by us, you must report it immediately to Villa Carlotta staff so that prompt efforts can be taken to find appropriate solutions to the problem. It is unreasonable to take no action whilst on holiday, but then write a letter of complaint upon return. Failure to notify Villa Carlotta staff of any problem immediately or at the earliest opportunity in writing or any other appropriate form, may result in your ability to claim compensation from us being extinguished or at least reduced.
45. Villa Carlotta will endeavour to give prompt assistance to any customer in difficulty, or any customer who is dissatisfied by the services being provided, while on tour.
46. Any complaint made to us after the holiday has come to an end must be made in writing within 28 days of holiday completion. In the event you do not notify us in writing within 28 days, this may affect the company's ability to investigate your complaint and may impact on the way that your complaint is dealt with.

## **Data Protection**

47. Privacy Act - Villa Carlotta Travel is subject to and complies with the Federal Privacy Act 1988 (as amended from time to time) and the Australian Privacy Principles.
48. Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements, is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking terms and conditions and this privacy policy, and that they consent to you acting on their behalf in your dealings with us. We have measures in place to protect the personal booking information held by us. However, in order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide to us and pass it on to the operator, or other relevant suppliers. The information may also be provided to public authorities such as customs or immigration for security and anti-terrorism purposes, if required by them, or as required by law. We will only pass your information on to persons responsible for your travel arrangements.
49. This applies to any sensitive information that you give to us such as details of any disabilities, dietary requirements or religious beliefs. If we cannot pass this information on to the relevant suppliers, we will be unable to provide your booking and we cannot accept your booking. In making this booking, you consent to this information being passed on to the relevant persons. You have the right to ask us in writing for a data subject access request to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any requests should be addressed to the General Manager Villa Carlotta Locked Bag 5 Busselton WA 6280.

## **Luggage**

50. Persons are required to limit their luggage;
  - a) for the safety and well-being of staff, suppliers and contractors, and
  - b) as there are strict weight limits for coaches and aircraft when fully loaded.

You are required to ensure your luggage meets the specific requirements of your tour. Persons must be able to handle their luggage without assistance.

- 50.1 For West Australian holidays, persons are required to limit their luggage to one suitcase not exceeding 16kg and one small day bag or pack per person.

- 50.2 For Australian and International holidays, persons are entitled to one piece of main luggage of a standard size and not weighing more than 20kg, and a small day bag or pack per person.

If you are carrying more luggage than this allowance, we are within our rights to refuse to carry additional bags and you will be responsible for making alternative storage or transport arrangements. We will not be responsible for any losses or expenses which are incurred.

### **Aboard Coaches**

In accordance with Government regulations; seat belts must be worn at all times, and smoking and the consumption of alcohol is not permitted on board coaches.

51. Villa Carlotta requires passengers to remain in their seats with their seat belt fastened at all times.
52. The consumption of any food or beverages on coaches is not permitted.
53. To ensure all persons enjoy forward and window seating, a seat rotation system is incorporated.
54. Regular comfort stops will be scheduled and arranged. You understand and accept that you will be required to disembark the coach at any designated itinerary stops.

### **General**

55. Please review your tour itinerary for your holiday inclusions. Departures from Perth, Western Australia generally include a professional; Tour Leader, Driver/Guide or Coach Crew, pre and post home hotel transfers, quality accommodation, all ground, air and sea transport, meals as per itinerary, sightseeing, attractions, entrance fees as per itinerary, complimentary standard travel insurance (selected departures), gratuities and tipping (conditions apply).
56. We have a Duty of Care for every person on tour and our staff. Advice and guidance will be provided to ensure your safety and comfort. It is your responsibility to adhere to instructions and guidance provided by our staff, agents and suppliers.
57. No staff, agent or supplier of Villa Carlotta has any right to alter, vary or waive any of these terms and conditions, nor do they have the right to undertake any liability whatsoever on behalf of Villa Carlotta unless such alteration, variation, waiver or undertaking is in writing and signed by a duly authorised representative on behalf of Villa Carlotta.
58. All contracts with Villa Carlotta are governed by Australian Law and are subject to the exclusive jurisdiction of Australian Courts.
59. You understand that future Villa Carlotta advertising or publicity material may include statements made by persons, or their photographs, and you consent to such use of your comments and/or photographic / video likeness.
60. Disclaimer – Villa endeavours to ensure that any published information is correct to the best of its knowledge at the time of publication. However, published descriptions, facilities and prices may change after publication. Villa will endeavour to notify you of any significant changes prior to your departure.