

Trading Terms & Conditions of Amazing Tours

These Terms & Conditions may be subject to change without notice. Interpretation – Independent Building Supplies Pty Ltd t/as Amazing Tours - herein referred to as Amazing Tours. Seller means Amazing Tours. Buyer means the person, partnership, corporation or other legal entity, which places an order and/or makes a booking with Amazing Tours for the supply of goods and/or services. If you do not fully understand these terms & conditions please seek independent legal advice.

1) Acceptance of Quotation or Offer - Any quotation or offer made by Amazing Tours and accepted by the buyer does not constitute a binding contract. Contracts become binding only when confirmed by an invoice or in writing confirming the agreement between the buyer and Amazing Tours. The quotation, order, invoice and written acceptance supplied by Amazing Tours shall constitute the whole agreement and all representations, warranties, conditions, and liabilities (statutory or otherwise) not contained therein are expressly excluded. Prices, quantities and times quoted are contingent on the buyer giving Amazing Tours, at the time of ordering, written details of goods and/or services required. Any conditions attached to an order or contained in any written order received by Amazing Tours are subject to all Trading Terms & Conditions of Amazing Tours.

2) Prices - Prices quoted may be subject to an adjustment for any increases by the manufacturer or supplier at the date of dispatch, an adjustment for increases of tax (both federal and state), an adjustment for increases of imported goods caused by varying rates of exchange, customs or other duties or for any other reason which may cause an adjustment for increase in price. Notification to the customer of any variance will be given by Amazing Tours for the customer's approval prior to the commencement of any booking and/or charter or goods and/or services supplied.

3) Warranty - The seller will so far as it is legally possible assign to the buyer the benefit of an applicable factory warranty, expressed or implied, issued in relation to, or applicable to the goods supplied. All materials supplied are bound only by the warranty of the manufacturer (or licensed agent thereof) that Amazing Tours has obtained the materials from. Amazing Tours will at all times act on the buyer's behalf and best interests to uphold and maintain these warranties, providing all documentation to the buyer, but will not be held liable for any costs incurred should the manufacturer deem materials void of warranty as per their terms and conditions.

4) Liability - The seller, Amazing Tours, will accept no liability for damages, breakages, or losses once goods are accepted by the buyer (or agent thereof) as being received in good order and condition. Amazing Tours will not be held liable for any costs incurred due to delays in shipment of goods. Dates and times for delivery are given in good faith, though are not guaranteed. Amazing Tours will not be held liable for the end use of any items sold and no suggestions for end use of product will be misconstrued as recommendation or warranty. Any suggested quantities offered by Amazing Tours when quoting will not place Amazing Tours in any position of liability and must be checked for accuracy prior to any placement of order.

5) Acceptance of Goods - The buyer (or his authorised signatory) is responsible to be present on site to accept delivery of all goods despatched by Amazing Tours or their agent resulting from an order placed with Amazing Tours when arranged delivery times or dates are given. In the event that the buyer's premises are unattended when Amazing Tours or their agent delivers the goods, the signature of the person who delivers the goods on the delivery docket shall be prima facie evidence that the goods were delivered and shall constitute written acceptance of the goods. It is the duty of the buyer (or assigned employees and agents) to inspect all goods upon receipt. Written acceptance must be received prior to unloading of goods and it is the duty of the buyer (or buyer's representative) to inspect for damage and correctness of goods delivered prior to giving written acceptance. No claim will be recognised by Amazing Tours as the buyer's authority will indemnify Amazing Tours against all liability once goods are delivered and signed for. Verbal notification of a claim must be received upon receipt of the goods followed by written notification within 7 days of receipt of goods. Unloading, handling and storage of goods is the sole responsibility of the buyer. Any assistance by an employee of Amazing Tours (or authorised representative) is at the sole discretion of such employee (or authorised representative) with no liability for any damage caused to goods and/or property. Any damage occurring whilst unloading is the buyer's responsibility. The property of the goods shall not pass to the buyer until goods are paid in full. In the event of the buyer defaulting in payment of goods or other default then Amazing Tours shall have immediate right and without the necessity of giving notice to retake possession of the goods wherever they may be. The seller (or its servants and agents) is authorised to enter the premises on which the goods are kept and to retake possession. Amazing Tours shall not be liable for any cost, losses, damages or other expenses suffered by buyer or any other third party in respect of such recovery.

6) Transport / Undue Waiting Time – The buyer shall indemnify Amazing Tours (or agents) against any damage caused upon entering premises in carrying out buyers requests. Futile transport is chargeable to the buyer if goods are unable to be unloaded when delivered on an agreed prearranged date or time and any or all goods despatched require being returned. Maximum waiting time on site for unloading to begin is fifteen (15) minutes. Any delay in commencement of a Charter for one way journeys and/or any delay in the commencement of the return leg of a Charter will be classed as undue waiting time. Undue waiting time attracts a charge of \$38.50 per 15 minutes or part thereof. The buyer shall be liable for all charge backs to Amazing Tours resulting from inadequate access to the site and/or inadequate address descriptions and/or buyers instructions.

7) Terms of Payment - Payment is to be made in full before despatch unless other terms are agreed to in a written contract. Payment shall be made within the agreed terms or an accommodation fee of 2.2% per month (compoundable) will be attracted to any outstanding amounts owed as from date of incurred purchase. All cheques not honoured will attract a \$40.00 handling fee. In the event of legal action eventuating, all legal fees incurred by Amazing Tours during the process of legal action in recovery of the unpaid amount shall be borne by the buyer in default. Legal fees include any costs and commissions payable to any recovery or commercial agent and all other expenses incurred by Amazing Tours in the recovery of the amount due.

8) Cancellation / Termination - Orders for goods and/or services cannot be cancelled except with written consent granted by Amazing Tours and upon terms that will indemnify Amazing Tours against all losses. Non stock goods and/or materials ordered in error or excess cannot be returned to Amazing Tours for credit or exchange except by special arrangement. Orders or balances of orders may be cancelled at the option of Amazing Tours in the event of any failure by the buyer to abide by the terms of contract. Failure to comply with Government Regulations in relation to Smoking, Consumption of Food and/or Alcohol will be construed as a failure to abide by the terms of contract and may result in Termination of the Charter and/or removal of infringing passengers. In this case no refund will be given and may result in charge backs for any damage caused and/or cleaning fees incurred. Amazing Tours reserves the right to cancel and reschedule any service provided by and/or on behalf of Amazing Tours due to unforeseen circumstances. Except as required by law (including the Australian Consumer Law), Amazing Tours will not be held liable for such events and will not reimburse the buyer for any travelling, accommodation or other expenses incurred by the buyer or any other person.

9) Returns / Cancellation & Re-scheduling Fees - All goods and/or services returned shall be returned at the discretion of Amazing Tours and will be subject to a handling charge of at least 20% of the value of goods and/or services plus the manufacturer or licensed agent's fees and must be accompanied with relevant proof of purchase documentation. Any costs incurred to return goods to the place of despatch are at the buyer's expense. Goods and packaging must be in original condition, free from damage and blemishes. "Made to order" goods and non-stock items which are accepted by the buyer in good order and condition are non-returnable. Amazing Tours reserves the right to decline any return of goods and/or services. Any Credits for returned goods and/or services will be in the form of a Store Credit valid for a maximum of 3 months from original purchase date.. All Vouchers purchased through a Third Party are only able to be refunded by the Third Party that issued the Voucher. Any 'No Shows' for pre-booked tours will incur a Cancellation Fee levied at 100% of tour price. Cancellation/re-scheduling fees will be levied relative to the amount of notice given: Under 5 Working days and over 2 Working Days notice– 50% of tour price, within 2 working Days or where no notice is given – 100% of tour price.

10) Tour Participation - On an Amazing Tours tour, children under 18 years of age must be accompanied by an adult. Clients with disabilities are welcome on Amazing Tours tours providing they are accompanied by an able-bodied companion and do not require special assistance from Amazing Tours personnel. Amazing Tours reserves the right to refuse to carry anyone if it is felt the individual cannot cope with the requirements of coach tour travel and who may require services and facilities that Amazing Tours cannot guarantee will be available. You agree to not hold Amazing Tours responsible for any decision made by Amazing Tours or any service provider to refuse to carry you, provide any facilities or accommodation to you or to provide any service to you.

11) Privacy Act - The buyer agrees for Amazing Tours to obtain from a Credit Reporting Agency a credit report containing personal credit information about the buyer in relation to credit provided by Amazing Tours. The buyer further agrees for Amazing Tours to give information about the buyer to a Credit Reporting Agency for the purpose of obtaining a consumer credit report about the buyer, and/or to allow the Credit Reporting Agency to create or maintain a credit information file containing information about the buyer.