



## DISCOVER THE ART OF FRENCH CHEESEMAKING TOUR

4 - 11 MAY 2021

### TERMS AND CONDITIONS FOR PARTICIPANTS

I/We (print full name/s)

1 .....

2 .....

of (print full address/s)

1 .....

2 .....

state that I/We agree to the terms and conditions of the **Discover the Art of French Cheesemaking Tour 4 - 11 May 2021**, hereinafter referred to as the 'Tour' for participants as provided by Simple Dairy Solutions Pty Ltd ABN 66 095 232 621 trading as *Cheesemaking*, 44 Winnam Street Stafford, Queensland hereinafter referred to as '*Cheesemaking*'.

By booking a Tour with *Cheesemaking* you are entering into a contract with *Cheesemaking*. These terms and conditions, together with the Itinerary and quotation we provide for your Tour, form the terms of the contract and your agreement with *Cheesemaking*. You must not confirm any booking (by providing us with a signed booking sheet) unless you understand and agree with and sign the following terms and conditions. Once a payment is made for the booking, you are deemed to have accepted these terms and conditions.

#### ITINERARY AND QUOTATION

Cheesemaking will prepare an Itinerary of the Tour and provide it to you, together with a quotation for the cost of the Tour. The Itinerary will specify the services we will provide, or will not provide, as part of the quoted price. All prices are quoted in \$AUD unless otherwise specified. In the event any third-party increases their costs between the issue of our quotation and the Tour taking place, *Cheesemaking* may seek to recover those increased costs from you.

#### DEPOSIT AND BALANCE OF PAYMENT

A non-refundable deposit of \$1600 per person will be payable at the time you confirm your booking. Payment of the balance of the quoted price is required as noted on the Booking Form. Late payment may result in a late payment fee or cancellation, as determined by *Cheesemaking*.

#### EXCLUSIONS AND INCLUSIONS

There will be minimal out of pocket expenses during the Tour. The Tour price includes: all transport to and from Dijon between 4– 11 May 2021, all restaurant dinners, all breakfasts, all accommodation, complimentary wines with each dinner, complimentary aperitifs before dinner, all picnic lunches, entry to all cheese activities, wineries and tastings and entry to the house of Louis Pasteur. The picnic lunches can only be provided on clear days. Lunches other than picnic lunches and café stopovers are not included in the Tour price. Accommodation bookings prior to and including the night of the 3 May 2021 are not included. Airfares to and from France and transport to and from

Dijon prior to and after the tour are also not included.

### **CHANGES TO THE ITINERARY**

*Cheesemaking* will, to the best of their ability, deliver the services nominated on the itinerary. However, our itineraries are usually prepared well in advance of the Tour and from time to time, *Cheesemaking* may have to make changes to prior to or during the Tour. This may incur additional cost or change to the activities included in the Tour.

*Cheesemaking* has identified several contingencies in case of late changes to the itinerary. If the change occurs before the Tour commences and means that the Tour is materially different from the original Itinerary, you have the right to withdraw from the Tour and all monies already paid will be refunded less any charges imposed by suppliers. If the change occurs during the Tour, *Cheesemaking* may in our absolute discretion, offer you a partial refund. *Cheesemaking* is not responsible for any other costs, losses, damages or expenses you suffer as a result of a change to the itinerary during the Tour, including consequential losses such as changes to your travel arrangements.

### **CANCELLATION CHARGES**

All cancellations must be made by providing *Cheesemaking* with written notice, and will be subject to the following cancellation charges:

- cancellations advised greater than 120 days prior to the Tour date will incur a cancellation fee of 50% of the total quoted price of the Tour
- cancellations advised between 120 and 60 days prior to the Tour date will incur a cancellation fee of 75% of the total quoted price of the Tour
- cancellations advised less than 60 days prior to the tour date will result in the loss of all monies paid.
- deposits made at the time of booking are non-refundable.

### **TRAVEL INSURANCE**

*Cheesemaking* does not arrange or provide your personal travel insurance. You must arrange a full comprehensive travel insurance policy to cover you and your property for the duration of the Tour.

### **MINIMUM and MAXIMUM GROUP NUMBER**

The Tour is subject to a minimum number of seven participants. If the minimum number of participants is not reached, the Tour may be cancelled and *Cheesemaking* will refund any money *Cheesemaking* has received from you; or *Cheesemaking* may provide you with a revised quotation, which you may accept or reject. The tour has a maximum of ten participants to allow you to be close to each days cheesemaking activities

### **PASSPORTS AND VISAS**

It is your responsibility to ensure your passport is current and valid, with at least 6 months' currency, and to arrange any necessary visas or travel permits. *Cheesemaking* is not liable for any loss or expense you incur if you fail to arrange a valid passport, Visa or permit. You must provide *Cheesemaking* with accurate information. If you do not provide the correct information and *Cheesemaking* must amend your booking, you will be responsible for any additional costs incurred.

### **SINGLE SUPPLEMENT**

Room charges are costed on two people sharing a twin or double room. If you are a single traveller and wish to share a room, we will endeavour to match you with another single participant. A single supplement fee of \$700 will apply. The single supplement is partially subsidised by *Cheesemaking* to keep costs down for single travellers. If, at any time during the tour you consider the rooming partner to be unsuitable, *Cheesemaking* will arrange single accommodation (if available) with the additional cost to be borne by both single participants. If *Cheesemaking* are unable to find a rooming partner prior to departure, you may be required to pay the applicable single supplement to undertake the Tour.

## REFUNDS

No refund will be given for any pre-booked accommodation, coach tours, other pre-booked services or other travel which is not used by you. Participants who do not conform to the itinerary will not be entitled to refunds for any parts of the Tour missed.

## ACCOMMODATION

Room charges are based on twin or double accommodation. In rural France, the Tour will utilise high quality chambre d'hôtes (bed and breakfast). Whilst every effort is made to ensure hotel accommodation conforms to your requirements as noted on the itinerary, *Cheesemaking* is not responsible for any variations to the booking made by the hotel. You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodation.

## BAGGAGE AND CUSTOMS

Any excess baggage fees incurred for either domestic or international flights will be your responsibility. You are responsible for complying with any customs laws and regulations, including taking goods on flights into and out of Australia. The Tour will allow you to bring one standard suitcase (no larger than 70cm and up to 75 litres) plus one handbag or small day bag per participant. The space available for transport of Tour does not permit extra luggage.

## PARTICIPATION, HEALTH REQUIREMENTS, MOBILITY

Subject to the itinerary, the Tour is likely to require a basic level of fitness, including the ability to walk on uneven ground and stairs comfortably and unaided. The cheese factory and fromagerie visits will require walking. Many days include visits to cheese cellars which require participants to be in confined spaces and to walk up and down steps.

All participants warrant they have the physical capacity to participate fully in the Tour without any assistance from the Tour staff or other participants. Any important health, disability (physical or mental) issues which may prevent you from participating in any aspect of the Tour should be made known to *Cheesemaking* before the booking is confirmed. *Cheesemaking* reserves the right to decline any person as a Tour participant if *Cheesemaking* believes you are unable to participate in the Tour safely because of a health condition.

*Cheesemaking* claims no responsibility for any loss, damage, accident, injury, sickness or schedule change due to weather, strike or any other cause beyond *Cheesemaking's* control. *Cheesemaking* will make every effort to safeguard you as a participant on the Tour and your personal property but cannot be held responsible for personal events beyond the tour operator's control, or to damage sustained by tourists including those occurring outside the touring program.

*Cheesemaking* acts in good faith and cannot be held responsible for a representative of a cheesemaking factory that denies a participant access onto the grounds or into a cheesemaking premises. While on the premises all participants will be required to follow the guidance and instructions required by the representative of that cheesemaking factory.

Unless you notify *Cheesemaking* in writing prior to the commencement of the Tour you wish to opt out, you agree that *Cheesemaking* may take photographs and videos of you whilst you are on Tour and that those may be added to our brochures and advertising without any further consent from you.

It is your responsibility to take steps to protect your health whilst on the Tour, including any immunisations or medication that may be recommended by a medical practitioner before travelling to particular countries.

*Cheesemaking* reserves the right to refuse to allow you to continue the Tour if your health is detrimental to the Tour participants and no refund, partially or fully will be provided to you.

*Cheesemaking* reserves the right to refuse to allow you to continue the Tour if you behave in a way that is dangerous, disorderly or causes discomfort to other Tour participants or third-party service providers, and no refund will be provided to you.

## CONSULAR ADVICE

*Cheesemaking* recommends you review information issued by the Australian Department of Foreign Affairs and Trade by calling +61 2 6261 3305 or 1300 555 135 or by visiting their website at [www.smarttraveller.com.au](http://www.smarttraveller.com.au).

**ARRANGEMENTS WITH THIRD PARTIES**

*Cheesemaking* co-ordinates the arrangements for the Tour as specified in the itinerary, which may include transfers, transportation, some meals and hotel accommodation (third parties). While *Cheesemaking* takes all reasonable care to select the third parties and to monitor their performance, *Cheesemaking* accepts no responsibility whether in negligence or contract for any accident, injury, death, sickness, damage, loss, cancellation, delay, failure to deliver or partial or inadequate delivery of services, disappointed expectation, additional expenses, or other unforeseen events caused in connection with those third parties, their employees, agents, servants or representatives.

**LIMITATION OF LIABILITY**

*Cheesemaking* does not accept any liability in any amount caused directly or indirectly by force majeure or other events beyond our control, including but without limitation to the delivery of services by third parties, war or threat of war, acts of government, acts of terrorism, fire, strikes, civil disturbances, quarantines, floods, weather conditions, natural disasters, incidents at sea, accidents or failure of machinery or equipment, theft, or other disturbances of any kind which cancel, interfere with, or add cost to the services requested. *Cheesemaking* recommends you obtain insurance which covers these risks, prior to the commencement of the Tour. You take part in the Tour at your own risk. We are not liable for any accident, injury, death, property damage or loss in relation to such activities.

**CHEESEMAKING WEBSITE**

*Cheesemaking* makes every effort to ensure all information displayed on our website is accurate; however, we do not guarantee the accuracy of all information nor is *Cheesemaking* able to guarantee that the website is free of errors or faults. *Cheesemaking* reserves the right to change information displayed on our site and withdraw offers or prices (including these terms and conditions) at any time without notice to you.

**COMPLAINTS**

If you have any complaint about the Tour, or our services, you must notify *Cheesemaking* in writing as soon as possible and we will endeavour to resolve the issue. If at the end of the Tour you feel your complaint has not been properly dealt with, you must notify us in writing within 30 days of the end of the Tour.

**GOVERNING LAW**

This contract is governed in all respects by the law of the State of Queensland and any legal action arising under the contract shall be litigated only in the appropriate court having jurisdiction in that state. These terms, together with the Itinerary and quotation, form our entire agreement with you. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by mutual agreement.

1. Signature (traveler 1).....Date .....

2. Signature (traveler 2).....Date .....

