

Booking Terms and Conditions

McLachlan European Holidays



Please read these booking conditions carefully as they apply to all bookings accepted by McLachlan European Holidays and are binding upon any persons or entity making a booking. McLachlan European Holidays is not itself a transport, tour, event or accommodation provider and acts only as an agent for Leger Holidays Ltd. and Leger Air Holidays Ltd.

How to book: Please call our reservations line on 1300 811 500 or contact your travel agent who will request a reservation on your behalf. All requests for reservations are subject to availability.

Prices: All rates are in Australian dollars and are cash/ cheque rates. In the unlikely event of variations in exchange rates, price increases from our suppliers, increased taxes or a reduction in the numbers of passengers travelling to below the minimum passenger numbers, McLachlan European Holidays reserves the right to pass on these increases in costs to passengers. We also have the right to correct errors. The current prices of our holidays are shown on our website and are available by telephone. You must, therefore, ensure you check all details of your chosen holiday including the price with us (directly or through your travel agent) at the time of booking.

Pricing validity: Itineraries and prices in this brochure are accurate at the time of printing. Once a customer has paid in full, the price of the tour is guaranteed, subject to any tax changes or levies imposed by any government or their agencies or any airline. McLachlan European Holidays reserves the right to make alterations to itineraries and prices due to circumstances beyond its control.

Minimum numbers: In some cases, holidays advertised in our brochures or on our website may operate subject to there being a minimum number of passengers booking. For air inclusive holidays, we impose a deadline of four weeks prior to the date of departure before deciding if sufficient passengers have booked to travel. For all other holidays, this deadline is the date by which full payment of the holiday must be made. In the event that minimum numbers have not been reached, we reserve the right to cancel your holiday and refund all monies paid or credit towards future travel with McLachlan European Holidays. We will not be responsible for any other travel arrangements affected by, or any additional costs imposed because of, our cancellation.

Product descriptions: Descriptions of tours, attractions and accommodation provided on this website are based on information provided by hotels and suppliers. McLachlan European Holidays makes no representation as to the standard, class or description of accommodation or services provided by third parties. Whilst every effort is made to ensure the accuracy of the brochure and prices at the time of printing, regrettably, errors do occasionally occur and changes may have to be made. McLachlan European Holidays cannot be held responsible for typographical errors or errors arising from unforeseen circumstances. Where material changes to or errors in our published brochure or website information are known about at the time of booking and relevant to you, we will notify you or your travel agent before any contract between us is concluded.

Maps and photographs: Maps are shown for general information and do not necessarily reflect actual routings, locations or services provided. Photographs may show places in the general area visited, but not necessarily included in the tour.

Deposits

Group tours: A non-refundable deposit of 30% per person, per tour, is required to secure your place on each tour within 7 days of booking. Any flights, permits and any accommodation that requires pre-payment must be paid in full at the time of deposit and are non-refundable.

Final payment: Final payment is due no later than 60 days prior to travel on your tour, except for the Oberammergau Passion Play departures which is due no later than 90 days prior.

Credit cards: Credit card payments attract a merchant fee of 1.1% for Visa, MasterCard, and American Express.

Cancellations: All cancellations must be made in writing.

Days Before Departure	% Fee charges
Over 60 days	Deposit
60–45 days	50%
44–0 days	100%

Cancellation for Oberammergau departures in 2020:

Days Before Departure	% Fee charges
Over 90 days	Deposit
90– 60 days	50%
59 –0 days	100%

Any change or substitution of a nominated passenger's name after the final payment has been made will be deemed a cancellation, and the applicable cancellation fees will apply. The departure date is the date indicated on the McLachlan European Holidays' confirmation. If a nominated passenger does not join the tour on the departure date the cancellation fee will be 100% of the total booking cost. If a nominated passenger withdraws from the tour after commencement for reasons of illness, they must obtain a medical certificate in support of any insurance claim.

McLachlan European Holidays makes no representations or guarantees concerning reimbursement of funds paid by a nominated passenger or paid by a representative of a nominated passenger under any insurance claim. The above mentioned cancellation fees are in addition to any that may be charged by travel agents, airlines, hotels or other tour operators.

Amendment Fees: A fee of \$200 per person, per change plus any further cost we incur will be charged for any revision or alteration made to a reservation after the booking is confirmed unless the change increases the price of this booking.

Refunds: To the extent permitted by law, no refund is available for cancellations after travel has commenced or in respect of any tours, accommodation, meals or any other services not utilised.

Travel documents: Travel documents will be sent to you approximately 21 days prior to departure (providing full payment has been received). If you are leaving home earlier, please advise us so that we can deliver your documents before you depart.

Start and finish locations: Most McLachlan European Holidays offer the convenience of starting and finishing in the United Kingdom (UK) with hundreds of pick up and drop off locations across the UK. For those passengers wishing to commence their tour outside of the United Kingdom, it is possible to meet the group in the mainstay hotel in the starting city in Europe. Please specify your starting and/or finishing location at the time of booking should you not be joining and finishing your holiday in the UK. There is no reduction in pricing based on start or finish location.

Travel insurance: It is a condition of travel that each passenger is adequately covered by an appropriate comprehensive travel insurance policy. Please also check the contingencies of your prospective insurance cover and ensure you are aware of its conditions and omissions. You must provide us with the insurance company name, telephone number, policy number, policy duration and details of the emergency and medical repatriation telephone number relating to such a policy within 14 days of booking.

Health requirements: All customers are required to familiarise themselves with any health requirements specific to countries being visited.

Passports and visas: It is the responsibility of the passenger to have a valid passport (which is valid for at least six months from your last day of travel) and all visas, permits and certificates required for the selected tour. Ask your travel agent

Baggage: On all tours passengers are limited to one suitcase and one piece of hand luggage per person. Where a tour includes hotel portorage, this includes one standard suitcase per person.

All baggage and personal effects are at all times and in all circumstances at the passengers' risk. Baggage insurance is recommended. Please check with your airline for applicable baggage allowances.

Single Travellers: On McLachlan European Holidays, if you are travelling as a single passenger then a single room supplement rate will apply. The Single Supplement represents a fee passed on to us by the hotels for sole use of a room. Only for the 'Single Traveller' holiday range, no additional single supplement is charged for these holidays as the price is inclusive of all accommodation as stated.

Tour participation: If McLachlan European Holidays reasonably considers that a passenger is physically incapable of participating in any tour, or that a passenger may be disruptive to the safety or comfort of passengers or staff it may, in the reasonable exercise of its discretion, refuse to carry that passenger on the tour. Passengers are required to advise McLachlan European Holidays, at the time of booking, of any physical, medical or other special needs that require accommodating. McLachlan European Holidays does not employ medical personnel. Any necessary medical attention will be provided by a local facility at the passenger's expense. McLachlan European Holidays is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on tour, or for the quality of the care or services received. We are unable to carry children under the age of 8 years. Children under 18 years of age must be accompanied by an adult.

Refusal of carriage: In the reasonable exercise of its discretion, McLachlan European Holidays may remove a passenger from our tours if one or more of the following have occurred or if McLachlan European Holidays reasonably believes may occur:

- (a) The continued presence of the passenger may endanger the safety, health or materially affect the comfort of other passengers;
- (b) The conduct, age, mental or physical state of the passenger is, or reasonably seems, such as to : require special assistance which cannot be reasonably provided; cause discomfort or make the passenger objectionable to other passengers or accompanying personnel; involve any hazard or risk to the passenger, other passengers or accompanying personnel or property.

Variations: All possible effort will be made to adhere to the published touring itinerary. Occasionally circumstances beyond our control will force cancellations, changes, amendments or modifications to the itinerary and its inclusions such as particular events and services. McLachlan European Holidays cannot be held responsible for any omissions or modifications to the itinerary or the inclusions made as a consequence of these changes.

Pre-departure contact: You must provide a telephone number, email or address where you can be reached, if necessary, within 24 hours prior to your departure from Australia.

Air travel: Air travel is subject to the conditions and limitations set out in the airline's conditions of carriage. McLachlan European Holidays has access to wholesale airfares with specific airlines which are available to passengers who book on one of our holidays. Wholesale fares will usually be cheaper than an equivalent full retail fare, but occasional special discounted fares offered by airlines may be cheaper than our wholesale fares. It is the passenger's responsibility to compare available airfares and to select the product that is most appropriate for their needs. Wholesale fares apply to specific routes and dates only and are subject to availability.

Booking arrangements: The person making a booking will be deemed to have accepted these booking conditions on behalf of everyone named in the booking. Only the person making the booking is authorised to make changes to or cancel the booking. All communications from us will usually be sent to your travel agent. Your travel agent is responsible for forwarding payments made by you to us.

Limitation of liability: To the extent permitted by law, McLachlan European Holidays excludes all liability for any loss or damage whatsoever (including but not limited to physical and psychological injury, and loss or damage to property of whatever nature) that may arise in any way in connection with the offer or supply of goods or services through McLachlan European Holidays or any third parties, or in connection with the supply of such goods or services. If the law implies a condition or warranty that cannot be excluded, McLachlan European Holidays' liability for a breach of the conditions or warranty will be limited as determined by McLachlan European Holidays to the re-supply or payment of the cost of re-supplying the relevant goods or services. Except where otherwise stated within these terms and conditions McLachlan European Holidays excludes liability for any loss or damage that may be caused by cancellation, abandonment, alteration, amendment, modification or termination of the holiday.

Events beyond our control: If a tour cannot proceed due to a force majeure event including but not limited to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock out, epidemic, failure or delays of scheduled transportation facilities, or other Acts of God, or any law, order, decree, rule or regulation of any government authority, or for any reason whether of a similar or dissimilar nature beyond the control of McLachlan European Holidays, the tour may at the sole discretion of McLachlan European Holidays, be deferred to a later date and all money paid, transferred to that date, and there shall be no claim for damages by either party against the other.

Destination advice: McLachlan European Holidays makes no representations as to the safety, conditions or other issues that may exist at any destination. You should obtain travel advice, including from the Department of Foreign Affairs and Trade (www.smarttraveller.gov.au).

Complaints procedure: Should you have a complaint while on the holiday, you should inform your tour guide immediately. If the matter cannot be resolved after the tour guide's best endeavours to do so during the tour, your complaint can be made in writing to McLachlan European Holidays. McLachlan European Holidays cannot be held responsible for issues that were not brought to our attention during the course of your holiday.

Agent responsibility: It is the travel agents' responsibility to ensure that all invoice and itinerary details and documentation issued by McLachlan European Holidays are correct and that the customer is aware of amendment and cancellation conditions and other clauses in these booking conditions.

Law of contract: This agreement shall be governed and interpreted in accordance with the laws of New South Wales, Australia. McLachlan European Holidays is a trading division of Travel & Living Pty Ltd. ABN 51 105 498 066. Licence No. 2TA005531.