

# Terms & Conditions

Please read these booking conditions carefully, as they apply to all bookings accepted by **McLachlan European Holidays** (hereafter known as "MEH", "we", "our" or "us") as agent for Leger Holidays Limited, of Sunway House, Canklow Meadows, Rotherham, S602XR UK, with UK Company Number 01442476.

**We act only as agent:** MEH act only as agent for Leger Holidays who is the principal operator of your land travel arrangements. Any reference to "we", "our" or "us" means MEH as agent for Leger Holidays, unless it is clear from the context that the reference is to us directly. As agent for Leger Holidays, we are authorized to accept bookings on the below conditions. Note that MEH's liability to you is limited in accordance with these booking conditions. If something goes wrong with the supply of your travel arrangements, then any claim you may have will be (and must only be made) against Leger Holidays. Leger Holidays' liability to you is also limited in accordance with these booking conditions.

**Contract:** You confirm your understanding and acceptance of the conditions and the contract by making a booking request. If you make a booking on behalf of any other person, you represent to us that you have their authority to make the booking on their behalf and to legally bind them to the terms of the contract, including these conditions. Each reference to "you", "your", "guest" or "passenger" means the person who makes the booking and each other person covered by the booking. The booking conditions can only be varied by MEH in writing.

**How to Book:** Please contact your travel agent or one of our reservations team. You must ensure names used to make a booking are exactly as appear in passports. Any name/initial or spelling changes made after booking confirmation may result in supplier-imposed fees or you being unable to travel. A booking is accepted when MEH issues a written booking confirmation. It is at this point that a contract between us and you comes into effect on these conditions. We reserve the right to refuse any booking prior to us issuing a booking confirmation. If we do not accept your booking, we will refund any payments you have made, but we will have no further liability to you.

**Prices:** All rates are specified in Australian dollars and are subject to change without notice. The expression "from" with respect to price means the lowest price for the travel product we believe is available based on costs and exchange rates as at 8 July 2019.

**Price Variations:** Itineraries and prices in this brochure are accurate at the time of printing and valid until 31/12/2020. Once a passenger has paid in full, the price of the tour is guaranteed, subject to any tax changes or levies imposed by any government, their agencies or any airline or if minimum numbers are not achieved. MEH reserves the right to make alterations to itineraries and prices for any reason prior to you booking.

**Taxes, Charges & Currency Fluctuation:** All government taxes and charges imposed by suppliers beyond our control (including ticketing fees and airline fuel surcharges) are payable by you and are subject to change. Prices are also subject to surcharge due to negative currency fluctuations prior to you making payment in full. If there are any increases in such taxes, charges, or any currency fluctuation (prior to you making payment in full), which increases the price of your booking, we reserve the right to change the price you must pay by including the additional charges or amount at any time prior to the date of your departure.

**Exclusions:** The price does not include airfares (unless otherwise stated), passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary and items of a personal nature, excess baggage, expenses, fees or costs incurred in case of illness, or of refusal of entry to, detention in, or expulsion or repatriation from a country or part of a country. We are not liable for any expense, costs or loss incurred in relation to such matters and you release us from all liability, damages or responsibility in relation to them.

**Deposits:** A non-refundable deposit of 30% of each tour, is required to secure your place on each tour within 7 days of booking, capped at a maximum of \$750 per person, per tour. For tours that include domestic flights or permits, payment in full for these services is required at time of booking and is non-refundable. Some hotels may require pre-payment in peak seasons. You will be advised of this at time of booking. For bookings under the value of \$500, full payment is required to secure your place.

**Final payment:** Final payment is due no later than 90 days prior to the departure date of your first tour unless otherwise specified. We are under no obligation to remind you when payments are due.

**Credit cards:** Visa, MasterCard, and American Express are accepted and attract a merchant fee of 1.1%

**Cancellations by you:** All cancellations must be received in writing and cancellations are subject to the following cancellation fees, which you acknowledge are reasonable to protect our legitimate business interests:

Days Before Departure	% Fee Charges
90 days or more	Loss of Deposit
89-45 days	50%
44-0 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 fee will apply. The departure date is the date indicated on your booking 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, the passenger will not be entitled to any refund for unused services. We recommend the passenger obtains a medical certificate in support of any insurance claim which can be submitted independently via the passengers' travel insurance provider. We make 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.

**Cancellations by us- Force Majeure:** If the tour cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock out, epidemic, pandemic, 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 our control (Force Majeure), our contract with you will terminate and there will be no claim for damages by either party against the other, provided that we will refund you any payments made by you that we have not expended (or legally committed to expend) minus an administrative fee of \$200 per person. If we provide you with any alternative services or assistance where a tour is cancelled because of force majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

**Cancellations by us- operational reasons:** If we cancel a tour for reasons beyond Force Majeure, then we will refund you all amounts paid at the time of cancellation. We will not be responsible for any other travel arrangements affected by, or any additional costs incurred as a result of our cancellation.

**Itinerary variations:** Every effort will be made to adhere to the published touring itinerary. Occasionally, circumstances beyond our control will force changes, amendments or modifications to the itinerary and its inclusions. To the fullest extent permitted by law, We will not be responsible for any omissions or modifications to the itinerary or the inclusions made as a consequence of these circumstances. If you are entitled to any compensation at law for any changes or modifications in these circumstances, then you agree that any compensation you are entitled to will be reduced by the value of any alternative services we provide to you which you accept.

**Minimum numbers:** Unless noted as a 'Guaranteed Departure', tours are based on a minimum number of passengers travelling. In the unlikely event of a reduction in the numbers of passengers travelling to below the minimum passenger numbers, we reserves the right to pass on these increases in costs to passengers. This may occur with or without warning to the passengers. In the unlikely event that a tour fails to attract the minimum passenger numbers, the tour may be cancelled at the our discretion. If a tour is cancelled, monies already paid by passengers will be refunded or credited towards future travel at the election of the passenger. We will not be responsible for any other travel arrangements affected by, or any additional costs incurred as a result of our cancellation.

**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. This includes where we have excluded you from the tour as permitted under these booking conditions.

**Special requests:** Any special meal requirements will be on a request basis only. We cannot guarantee special meal requests nor will it assume any responsibility or liability if special meal requests are not able to be fulfilled.

**Travel documents:** Travel documents will be sent to you electronically approximately 10-14 days prior to departure (providing full payment and all required information has been received).

**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. Many of the images on our website and brochure are supplied courtesy of hotels, tour operators and online image libraries. Pictures used may not reflect the exact room, décor, view or other specifications.

**Travel insurance:** It is a condition of travel that each passenger is adequately covered by an appropriate travel insurance policy. Please also check the contingencies of your prospective insurance cover and ensure you are aware of its conditions and omissions. We strongly advise travel insurance is purchased at time of booking to provide full cover. You must provide us with the insurance company name, policy number and

emergency contact number relating to such a policy within 14 days of final payment being made.

**Medical Information:** We rely on the information provided in your booking form and as updated as necessary. You warrant that the information you provide is accurate and there are no other medical issues that may impact your ability to participate in the tour without the need for special assistance. We reserve the right to exclude you from a tour if we acting reasonably are of the opinion that you require special assistance for a condition not previously fully disclosed. If your circumstances change following completion of your booking form, then you must notify us as soon as reasonably possible, and in any circumstance prior to travel. We reserve the right to cancel your booking if your changed circumstances mean you will require special assistance from our personnel during the tour. We suggest that your travel insurance (which you are obliged to have in place under these Booking Conditions) includes comprehensive cancellation coverage. We will not be liable for any damage, injury, death or loss of any kind arising from your failure to disclose relevant medical information. We do not employ medical personnel. Any necessary medical attention will be provided by a local facility at the passenger's expense. We are 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.

**Health requirements:** All passengers are required to familiarise themselves with any health requirements specific to countries being visited. If in doubt, please consult a medical practitioner.

**Refusal of carriage:** We may exclude you from the tour at our discretion if you fail to comply with our (or any of our supplier's) reasonable instructions, or if we (or our supplier) acting reasonably consider that you are interfering with the other travellers enjoyment of the tour or if your continued presence may endanger the health or safety of other passengers, or if you require special assistance due to an existing medical condition or disability not previously fully disclosed to us. If we exclude you from the tour, then you will not be entitled to any refund for any remaining portion of the tour and you will be responsible for all costs associated with your onward travel.

**Baggage:** On all tours passengers are limited to one standard size suitcase and one piece of hand luggage per person. Porterage is not included for any tours. All baggage and personal effects are at all times and in all circumstances the responsibility of the passenger. Baggage insurance is recommended. Please check with your airline for applicable baggage allowances.

**Single travel:** Single Supplements represent a fee passed on to us by hotels and/or operators for sole use of a room and/or any other services included in the tour.

**Travelling with Minors:** We are unable to carry children under the age of 8 years on any group tours. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

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

**Air travel:** Air travel is subject to the conditions and limitations set out in the airline's conditions of carriage. Airfares are subject to change at any time.

#### **Liability - Leger Holidays' liability to you**

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury, or your

contracted holiday arrangements are not provided as promised, or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. PLEASE NOTE: it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do, or do not do, if they were, at the time, acting within the course of their employment (for employees), or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: the act(s) and/or omission(s) of the person(s) affected; or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or due to Force Majeure.

(3) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our relevant brochure or on our website as forming part of the holiday you have booked and we have not agreed to arrange them as part of our contract and any excursion you purchase during your holiday. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of your country of residence which would have applied had those services been provided in your country of residence. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in this provision. We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Your luggage and other personal possessions are your responsibility and you must look after them at all times. You must ensure they are protected by an appropriate travel insurance policy which provides a suitable level of cover given the nature and value of your possessions. All valuable and important items (including money, jewellery, medicines, cameras, phones, i-pads / tablets and other electronic equipment) must be carried by hand and not packed in your luggage and/or left unsecured on the coach or in your accommodation. Please consider carefully whether you need to take such items on holiday with you at all. You must ensure that all luggage which is to be carried in the luggage hold of the coach is properly loaded and promptly collected. Airlines, train companies and other carriers have their own terms and conditions which include procedures for reporting lost or damaged luggage and limitations and exclusions of liability, usually in accordance with international convention. You must make a claim for any loss or damage directly to your insurance company or to any carrier (where applicable). We do not accept liability for any luggage and personal possessions unless you are able to demonstrate that any

damage or loss was caused intentionally or negligently by our employees or suppliers.

(6) Where any claim, or part of a claim (including those involving death or personal injury), concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea, inland waterway or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this provision. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay you under the international convention or EU regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents and the Athens Convention relating to the carriage of passengers and their luggage by sea (as amended by the 2002 Protocol), the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol or the Convention of 1980 concerning International Carriage by Rail (COTIF) as amended). Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the time limits stipulated in the applicable convention or EU regulation), we, similarly, are not obliged to make a payment to you for that claim, or part of the claim. When making any payment, we will deduct any money which you have received, or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(7) We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not reasonably have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (c) relate to any business (including without limitation loss of self-employed earnings).

**Liability- MEH's liability to you:** You agree that MEH's responsibility to you is limited to arranging for you to contract with Leger Holidays for the supply of those land travel arrangements. You agree that, and that any claim in connection with the supply (or failure to supply) of the travel arrangements must be made directly against Leger Holidays. MEH will in no way be responsible for the actions or failures of Leger Holidays or any person engaged by Leger Holidays. You warrant that you will not bring a claim against MEH in this regard. You agree to indemnify MEH against any loss or expense incurred by us due to any claim being brought against MEH in breach of this warranty.

**General liability limitations:** Australian Consumer Law and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, MEH and

Leger Holidays disclaims all warranties. To the extent permitted by law, the maximum liability of MEH to you under these conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

**Destination advice:** You are responsible for all immigration, passport (which is valid for at least six months from your return date), visa, health, quarantine and customs laws, regulations, orders, demands or other requirements of countries visited or transited. You should check the requirements of those countries with their embassies or consulates or other authorities. Any information provided by us is given in good faith and may not be relied upon as being accurate and does not constitute formal advice. MEH does not take responsibility if you rely upon this information and fail to obtain your own independent advice. Official travel advice issued by the Australian Department of Foreign Affairs and Trade is available by calling (in Australia) 1300 555 135 or visiting their website [www.dfat.gov.au](http://www.dfat.gov.au) We recommend that you review this information both prior to making your booking and prior to departure. We strongly recommend that you also register your upcoming travel plans via the <https://smartraveller.gov.au> site

**Complaints procedure:** Should you have a complaint while on tour, you should inform your tour guide or historian immediately. If the matter cannot be resolved after the guide's best endeavours to do so during the tour, your complaint can be submitted in writing to MEH within 30 days of your holiday concluding. The operator cannot be held responsible for issues that were not brought to our attention during the course of a tour.

**Images & Recordings:** When on tour, we may from time to time take photographs or make recordings of you and tour activities that may identify you. We (and our agents, MEH) reserve the right to use any photographs and/or recordings for promotional reasons. In using such images, you consent to the use of such images or recordings by us and you acknowledge that you will not be entitled to payment or other compensation for the giving this consent.

## General Provisions

**Privacy:** You consent to MEH, our principals, our agents and related entities collecting, retaining, using and disclosing your personal information in accordance with our Privacy Policy. Our Privacy Policy (published here: <https://euroholidays.com.au/privacy/>) sets out how we manage your personal information and is available on our website or can be sent to you on request. Your booking of any travel product constitutes your representation to us that you have read our Privacy Policy and accept its application to you.

**Law and Jurisdiction:** This agreement shall be governed and interpreted in accordance with the laws of New South Wales, Australia. We and you submit to the exclusive jurisdiction of the Courts of New South Wales and the Courts of appeal therefrom.

**Severability:** If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed from these conditions without affecting the remaining provisions.

MEH is a division of Travel & Living Pty Ltd.  
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