



Email: info@soundmarttours.com
SOUNDMART TOURS Pty Ltd
ACN:623 765 766

Soundmart Tours Terms & Conditions

SOUNDMART TOURS FULL TERMS AND CONDITIONS

Please take the time to read thoroughly and contact Soundmart Tours immediately should you have any questions

TERMS & CONDITIONS

Soundmart Tours acts as a reservation service only. We sell various travel related products on behalf of numerous transport operators and wholesale travel providers. As part of our reservations service on occasion and at our discretion a Soundmart Tours representative will accompany guests on the above mentioned third party supplier's services only to assist our guests to liaise with a particular supplier or operator.

Soundmart Tours obligation is to make travel bookings on your behalf and arrange relevant contract between you and the transport providers. We have no responsibility for these services nor do we offer any warranty or representation regarding their standard. All bookings are made subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse is against the specific provider and not Soundmart Tours. If for any reason, any service provider is unable to provide the services for which you have contracted, your legal recourse lies against the provider and not with Soundmart Tours.

It is extremely important that you and all members of your travelling party are aware of the following terms & conditions as they may relate all or in part to the bookings held by Soundmart Tours on your behalf. If you are making bookings on behalf of a couple or a group we would be more than happy to provide you with more than one copy of this confirmation if requested.

All bookings have been made under the terms & conditions of the transport supplier. All bookings are non-refundable once payment has been advised. If a cancellation was to occur for any and all reasons a 100% cancellation fee would apply. All bookings are made under this specific condition and Soundmart Tours reserve the right to impose a 100% cancellation fee from the time payment has been received for any and all bookings.

Purchase Terms and Conditions

Soundmart Tours is owned and operated by Soundmart (ABN 46 996 719 132) trading as Soundmart Tours. By accessing and/or using related services, you agree to these Purchase Terms and Conditions, You should review these Terms of Purchase carefully prior to purchasing any product from Soundmart Tours.

1. Making your booking

When your booking is accepted by Soundmart Tours, which will be evidenced by us issuing you with confirmation invoice, a contract will exist between you and Soundmart Tours. If your booking is made for a number of people, each person must abide these Purchase Terms. However we reserve the right to reject any booking and refund deposit in full at our discretion.

By submitting a booking you confirm and agree that all information provided to us in the booking request is accurate.

2. Payment

In order to secure your booking, you must pay the nominated deposit in full at time of placing a booking with Soundmart Tours. Please note your place on tour is not guaranteed until your payment has been received and your booking is accepted by Soundmart Tours, which will be evidenced by us issuing you with confirmation invoice.

3. Cancellation

Unless otherwise stated all full release bookings are 100% non-refundable and by placing a booking you agree to this booking condition.

If you are unable to make the scheduled tour departure time Soundmart Tours will not amend departure or return schedules due to absenteeism. It is the sole responsibility of the purchaser to adhere to all timings and schedules advised by Soundmart Tours or third party suppliers where applicable. Absenteeism or late arrival for any part of the tour will result in the purchaser forfeiting the right to complete the tour and the purchaser will not be entitled to any form of refund for any part of the booking amount.

We cannot provide a refund or compensation if a trip is altered or cancelled as a result of force majeure. Force majeure includes causes beyond our reasonable control including but not limited to event cancellation, acts of God, fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

4. Third party suppliers

Soundmart Tours use third party suppliers to provide you with services. All services are subject to the terms and conditions of third party suppliers. Soundmart Tours do not have any control over services provided by third party suppliers and we do not accept any liability for any acts or omissions of any such third party suppliers.

5. Limitation of liability

Soundmart Tours will not have any liability to you for any damage, loss, expense or other sum, which:





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- results from a force majeure;
- is caused by your act or omission;
- is caused by a third party;
- was not foreseeable;
- did not result from a breach of contract, wilful misconduct or gross negligence by us or our employees; or
- is a business, special, incidental, indirect, or consequential loss, including but not limited to lost profits, lost time, lost data, loss of goodwill, loss of business reputation or other like damages;
- exceeds the cost of your trip.

6. Travel documents

You are responsible to ensure that you have all necessary documentation for your trip including but not limited to your concert or event ticket (which is not provided by Soundmart Tours) and appropriate identification to enter the event. Soundmart Tours will not have any liability to you if you fail to have all necessary documentation.

7. Travel Insurance

Soundmart Tours strongly recommend all persons hold comprehensive travel insurance before the departure date. Your travel insurance should cover cancellations, personal injury, death, medical expenses, reparation expenses, evacuation expenses and any activities that you plan to participate in while on tour.

8. Medical Conditions

Soundmart Tours services and third party suppliers include activities, events and transportation vehicles that may not be suitable for people with disabilities. You agree that you will disclose any relevant medical conditions or physical disabilities at time of booking so we can advise whether the tour will be suitable for you. You agree not to hold Soundmart Tours liable if you fail to disclose any relevant condition. We reserve the right to reject your booking if we deem the tour to be unsuitable for you.

We cannot be held responsible for you on the tour if you decide to proceed against our advice and you must provide written evidence that you will be accompanied by someone capable of assisting you during the tour at your own costs.

You must be aware of any health requirements of your destination and carry all necessary documentation at all times. Soundmart Tours will not be held responsible if you are denied entry into an event or transportation vehicle due to physical disabilities or medical reasons.

9. Your conduct

Whilst on the tour, Soundmart Tours expect you to behave in an appropriate manner. We take this very seriously. You must behave with consideration to other people and you must abide by any terms of entry into an event or third party supplier vehicles.

In particular, for the duration of the tour, you must not:

- cause damage to, improperly use, deface or tamper with any part of a venue, vehicle or public facility, nor remove or attempt to remove any item or object from the venue, event or vehicle;
- throw or attempt to throw any stone, bottle, projectile or other object either within a vehicle or from the vehicle;
- use indecent, obscene, racist or discriminatory language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
- interfere with, obstruct or hinder a venue, third party supplier or event, their employees, agents or contractors in the exercise of their powers, functions or duties or behave in a manner which threatens, or is intended to threaten the safety of the performers, employees, agents or contractors;
- behave in a manner which reasonably interferes with the other patron's enjoyment of an event, tour or trip.
- smoke in areas within a venue or vehicle nominated as non-smoking;
- enter restricted areas at a venue or vehicle;
- use or possess illicit substances or drugs of any sort or consume alcohol in restricted areas or vehicles which prohibit the consumption of alcohol.
- wear clothing, jewellery, or any other accessory displaying or indicating by form of wording, colours, logo, symbol or otherwise that you are a member of or otherwise associated with criminal gangs.

In the event of an emergency situation or evacuation, you must follow all official directions by Soundmart Tours staff or third party supplier's staff.

You accept responsibility for any loss and damage caused by you or any member of your party. You must make full payment for any such loss or damage directly to the appropriate party immediately. You must indemnify us against any claims including legal costs made as a result of your acts or omission.

If, in our reasonable opinion, or in the opinion of any other person in authority, you behave in a way as to cause or be likely to cause distress, danger, or annoyance to any third party or damage to property, we reserve the right to terminate this agreement without notice. In this event, we will not be responsible for the costs or expenses that you may incur as a result and we will not provide a refund or pay any compensation.

Waiver

If you make a booking with Soundmart Tours and we enter into a contract, in consideration for us providing you with the services pursuant to that contract, you agree that:

- you participate on the tour or trip entirely at your own risk;
- to the full extent permitted by law and subject to any statute, you waive, release and discharge us from all claims, demands or causes of action which you may have arising either directly or indirectly from or in relation to your entry into a venue for an event or your participation in a festival or an event; or during the transportation to and from above mentioned event in or around any third party suppliers vehicle.





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- we exclude all liability to you or any third party for loss or damage of any kind or nature relating in any way to the maximum extent permitted by law for any loss or damage suffered as a result of personal injury or property damage of any nature resulting from your entry into a venue for an event or your participation in transportation to and from an event;
- where any law provides a guarantee which may not be lawfully excluded, our liability will be limited to that provided by law;
- to the full extent permitted by law and subject to any statute, you indemnify us and keep us indemnified from all claims by any person against us in respect of personal injury, property damage or any other financial loss resulting from your entry into a venue for an event or your participation in an event or your participation in transportation to and from an event;
- in no event shall we, our affiliates, related entities or suppliers be liable for any loss or any special, incidental or consequential damages arising out of or in connection with your entry into a venue for an event or your participation in transportation to and from an event;
- to the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense, irrespective of the manner in which it occurs, which may be suffered, or as a result of your entry into a venue for an event or your participation in transportation to and from an event;

10. Schedule Confirmation

Travel itinerary schedule and timing confirmation will be emailed to you 7 to 14 days prior to the event. You are required to respond in writing via reply email to confirm you have received the confirmed schedule and timings for your event.

Acknowledgment: By proceeding with a booking you acknowledge you are 21 years of age or older and that you understand and agree with the above terms and conditions.

Thank You: Thank you for allowing us to assist you with your event travel plans. If you have any questions please do not hesitate to contact Soundmart Tours directly on 0431 651 254 or email info@soundmarttours.com

ASK US ABOUT OUR LOYALTY REWARDS PROGRAM & GROUP BOOKING DISCOUNTS, RIDE AND SAVE WITH SOUNDMART TOURS

