

Terms & Conditions

Definitions

"The Tour" means the Tour as referred to in the prospectus.

"The Operator" means Australian International Designer Tours

(also referred to as "AIDT", a division of SJV Administration Pty Ltd ABN 38 100 205 301).

"Participant" means the member of the Tour and any accompanying guest.

"Blum" means Blum Australia Pty Ltd, ABN 80 076 459 713 — a sponsor of the Tour.

"Cosentino" means Cosentino Australia Pty Ltd, ABN 66 150 158 277 — a sponsor of the Tour.

"HIA" means Housing Industry Association*, ABN 99 004 631 752.

* The promotor of The Tour is SJV Administration Pty Ltd. HIA has no interest (financial or otherwise) in the promotion or carrying out of the tour and the HIA logo etc... is used under licence.

Your Contract

A "booking" means any order for products or services made by the Participant which is accepted by The Operator. Acceptance will be made by AIDT (and a contract concluded) when full payment is received and a confirmation email from AIDT is sent. All travel products and services offered are subject to availability.

Travel Insurance

AIDT strongly recommends the Participant take out relevant insurance for the tour as there may be circumstances where AIDT cannot accept liability (eg. delays, changes in the participant's health or cancellations beyond its control).

Our Price Policy

Prices quoted are based on ground and transportation costs prevailing at the date of booking. AIDT reserves the right to change prices at any time prior to the booking being confirmed. However, once the booking has been confirmed to you, and you have paid the full balance, the price quoted is guaranteed. Any increase in GST or any other Government-imposed taxes (here in Australia or overseas) and currency changes in relation to an adverse currency exchange may incur a variation.

Flights

AIDT is not responsible, unless otherwise stated in the prospectus, for the purchase, arrangement, scheduling and/or accuracy of any flights.

It is the participant's responsibility to purchase, confirm, liaise, and partake on any flights. As such, AIDT is not responsible for schedule changes or cancellations but we will provide you with any reasonable assistance you require via our representatives. We strongly recommend (particularly if you are flying economy class) you check in early if you have particular seat requests. Once you have confirmed your flights you are required to forward those details to AIDT.

Hotels and Other Accommodation

AIDT acquires hotel and accommodation star ratings from a variety of sources and offers them as a general guide only. However, these are not necessarily the official local ratings and you should be aware that standards can vary between hotels and accommodation of the same class in different countries, and even in the same country. Different countries have different standards; a 3-star hotel in one country is not necessarily equivalent to a 3-star hotel in another.

Many hotels and other accommodation, especially in cities and major resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an influx of groups such as students, associations or clubs. We do not have exclusive use of the properties featured on the prospectus. The hotels AIDT offers are shared with guests from many countries with different cultures and customs and of mixed age groups.

Images: While we endeavour to ensure that property images displayed on the AIDT prospectus are an accurate and up-to-date representation of the properties, we cannot guarantee this always to be the case. The images are provided to give a general 'feel' only. Amenities, facilities and descriptions – While we endeavour to ensure that information and descriptions of property amenities, facilities and descriptions are accurate and up to date, we obtain this information from our Travel Suppliers and so cannot guarantee this always to be the case. The information is provided to give a general 'feel' for the property only.

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General Delivery of Your Booking

AIDT relies on the information provided by the Participant as being accurate and therefore cannot be held responsible if paper tickets are lost due to an incorrect address being provided by the Participant, or your booking does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number. In addition, please check the name on your passport matches the name on your booking confirmation.

Acceptance of the Participant's Booking

AIDT will only accept bookings on the following grounds:

- Participants may bring a guest who is a son, daughter, partner or spouse of the participant but all participants must be 18 years or older as at the date of commencement of the Tour.
- Participants accept the booking is not a guaranteed reservation until the correct monies have been received by AIDT.
- Participants agree AIDT may use monies paid by participants for any purpose related to bookings, promotion and or reservations as it sees fit.
- Participants agree it is the responsibility of the participant to advise AIDT if confirmation of the booking is not received.
- Participants agree to abide by directions given by AIDT tour staff and the Tour Leader at all times while on the Tour, and by representatives of Blum and Cosentino while at their respective premises.
- Participants agree to inform AIDT in the event of a change of circumstances, health or any matter that may affect their ability to participate on the Tour.
- Participants agree, if they have a complaint whilst on Tour, they must first inform the Tour Leader at the earliest possible opportunity so that attempts can be made to rectify the complaint in a timely manner.
- Participants agree, should the same matter be unsatisfactorily resolved, the Participant has 30 days to inform AIDT in writing of the said complaint.

Cancellations or Modifications by the Participant

Any request for cancellation/modification must be made in writing and acknowledged by AIDT. The date of which any correspondence relating to a cancellation/modification is received by AIDT will be the date on which AIDT determines any cancellation fees.

Cancellation

A cancellation by the Participant, once a booking has been received, will incur the following charges:

- Cancellation within more than 60 days of the commencement date of The Tour — a fee of \$1000.00.
- Cancellation within 30-60 days of the commencement date of The Tour — a fee of 50% of the contracted price.
- Cancellation within less than 30 days of the commencement of the Tour — a fee of 100% of the contracted price.

Modification

If the Participant wishes to make any amendments to their booking, other than increasing the number of Participants travelling (acceptance of which is subject to availability) you may have to pay an Amendment Fee.

Alterations and Cancellations to The Tour

AIDT reserves the right to alter the proposed itinerary should it deem the action worthy of change. AIDT also reserves the right to cancel the Tour for any reason. The participant agrees AIDT is not responsible for incidental expenses incurred by the participant in the event of the Tour being cancelled. The participant agrees, in the event the Tour is cancelled, they have the option to transfer monies paid to a future tour or refunded all monies paid at that time by the Participant.

Payment

Payments must be made by the dates as specified on your confirmation booking form. AIDT reserves the right to charge and administration fee of \$100.00 in recovering any late payments.

Participant Behaviour

It is the Participant's responsibility to ensure you do not behave in a way which is inappropriate or causes offence or danger to others or which risks damage to property belonging to others (including but not limited to drunkenness) while on the Tour. If your behaviour is inappropriate and/or causes offence, or damage to others, or risks damage to property belonging to others, AIDT reserves the right to cancel your booking, in which case AIDT's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse AIDT for any expenses incurred as a result of such termination.

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Participant's Obligations

Participants agree to be bound by the following obligations, including without limitation:

- You accept financial responsibility for all transactions made under your name or account.
- You must be 18 years of age or over and have legal capacity.
- You warrant that all information you provide about yourself or members of your household shall be true and accurate.
- The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.
- The promotional material and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you, except one copy of the information contained within the prospectus may be made for personal, non-commercial use.

Liability

All reasonable care has been taken in contracting with the suppliers whose services comprise the various components of the Tour. AIDT accepts responsibility for all arrangements, which are wholly within its control, and this includes any acts and/or omissions by our employees, appointed agents or suppliers whereby those services prove to be deficient or not of a reasonable standard.

Compensation

Under the Trade Practices Act 1974, consumers have the right to compensation if services are not provided with care and skill or if services are not reasonably fit for a particular purpose made known by the Participant. This right cannot be excluded. Subject to the above statutory rights, AIDT shall not be liable in respect of any injury, damage, loss, accident, delay or irregularity that may be caused to the Participant or their property however caused or arising during or in connection with the Tour and any other services booked through AIDT. AIDT makes no representation or guarantee with respect to the standard of accommodation, transport or other service arranged by AIDT and shall not be liable or in any way responsible for any failure of a service provider to provide such services. AIDT believes the contents of the prospectus to be true at the time of release, but makes no express or implied agreement, representations or warranty to that effect or in relation to any of the contents of that said prospectus.

Force Majeure

AIDT shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event. This shall include, without limitation, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting AIDT and or its suppliers.

Terms and Conditions

AIDT reserves the right to change or update the Terms and Conditions from time to time without prior notice to Participants. If changes are made to the Terms and Conditions, booked Participants will be advised in writing.

General Law

This Agreement is between the Participant and AIDT and is governed by Australian Law and the exclusive jurisdiction of the Australian Courts.