

Website Terms & Conditions

[Legal](#) » Website Terms & Conditions for Heavenly Tours

Website Terms and Conditions

Welcome to the Heavenly Torus website located at <http://www.heavenlytours.com.au> (the "Site") which is Locally owned and operated by Christine Solomons, T/A Heavenly Tours

Heavenly Tours is a fully accredited, licenced and Insured Operator through the Transport for NSW, BOAS, Long Distance, Coach and Tour Operator...

Licence Number 39900

Please Note by entering on the Bus for a Tour:

1) There is strictly No open Alcohol, or Alcohol bought onto the Bus or Drinking of alcohol on the Bus; this is illegal, and fines do apply.

(Winery Purchases permitted but not opened)

2) No eskies of Alcohol and no open Alcohol is allowed on the bus, no consumption of Alcohol is allowed on the bus, it's actually illegal...

3) No intoxication: cellar doors will not serve anyone intoxicated; un-ruly, Volga or agitated persons will be removed off the Bus, taken or sent home by taxi at their own expense, extra charges will apply:

4) If anyone is sick on the Bus, there is a cleaning fee of \$1,450 chargeable on the day, no exceptions.

5) Any Damages occur in the Bus or to the Bus, must be paid for.

Charges Apply

Heavenly Tours and its affiliates provide their services, including this website, to you on the following terms and conditions (the "Terms"). It is important that you read and understand the following Terms. By placing a booking and/or continuing to use and access the Site, you are deemed to have accepted the Terms, as may be amended from time to time.

Heavenly Tours reserves the right to effect changes to these Terms by posting the amended Terms on the Site without further notice whereupon they will take immediate effect. If you do not agree with these Terms, do not use or access the Site.

Certain legislation in Australia may provide consumer guarantees or impose obligations on Heavenly Tours which cannot be excluded, restricted or modified, or only to a limited extent. These Terms are subject to such legislation, including without limitation the Australian Consumer Law.

This Site is only directed at customers of legal age. By accepting these Terms you warrant that you are 18 years old or over and that you can form legally binding contracts under applicable law. If you do not qualify, you must not use or access this Site or place a booking through this Site.

Booking Products via the Heavenly Tours Site.

1. Services so you must agree to and understand those terms. Your interaction with any Tourism Provider accessed through the Site is at your own risk and Heavenly Tours does not have any responsibility or liability in relation to your purchase and use of the Tourism Products and Services.
2. Heavenly Tours hosts content made available by or obtained from Tourism Providers. Heavenly Tours is in no way responsible for the accuracy, timeliness or completeness of such content.
3. Heavenly Tours is a transport, Tour provider / Tour Operator

If you have any issues or disputes around your booking and/or the Tourism Products and Services, you agree to address and resolve these with the Tourism Provider and not with us.

4. Heavenly Tours reserves the right to offer alternative Tourism Products and Services of a similar standard in the case of a Tour Provider overbooking or for any other reason beyond our control.
5. By submitting a booking, you warrant that:
 - a) you are capable of entering into a legally binding contract with Heavenly Tours and / or the Tour Provider,
 - b) you are authorised and able to make payment via the method you have chosen,
 - c) the information you have provided is correct, and
 - d) your purchase is not made for the purpose of commercial resale.
1. Confirmation of your booking will only be made once we have issued you with a confirmation email which includes a receipt number ("**Confirmed Booking**")

Payment

1. All prices are in Australian Dollars and are inclusive of GST, unless otherwise indicated.
2. Payment can be made with valid credit cards (Visa, Mastercard,).
3. Payment in full is required at the time of booking.

Amendment and Cancellation Policy

1. An amendment fee of \$26.50 will be charged for all changes you request to Confirmed Bookings.
2. Where you have a Confirmed Booking for accommodation:
 - a) If you cancel more than 28 days prior to your arrival date, you will be charged a cancellation fee of \$55.00.
 - b) If you cancel within 7 to 28 days prior to your arrival date, you will be charged a cancellation fee of 50% of the total accommodation booking: and

- c) Except where required by legislation, Heavenly Tours does not refund for cancellations made within 7 days of your Tour date.
3. Where you have Confirmed Booking for a tour:
- a) If you cancel more than 7 days prior to the tour departure date, you will be charged a cancellation fee of \$25.00
- b) Except where required by legislation, Heavenly Tours does not refund for cancellations made within 7 days of your tour departure date, unless the tour has been cancelled by the Tourism Provider.
4. Where you have a Confirmed Booking for event tickets & entertainment:
- a) Except where required by legislation, Heavenly Tours does not refund for event tickets and entertainment.

Using this site

1. By posting to or viewing forums and blog posts on the Site, you agree that we are not responsible or liable for the content of any postings.
2. **You agree your User Content, and your conduct on the Site will not:**
 - a) include obscene or offensive language or images (such as pornography or nudity);
 - b) defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;
 - c) Not promoting violence;
 - d) violating the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity.
 - e) include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap.
 - f) reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.
 - g) attempt to or impersonate any other party.
 - h) trick, defraud, deceive or mislead other users.
 - i) raise money for anyone or advertise or promote a product, service, pyramid scheme or other multi-tiered marketing scheme.
 - j) disparage, tarnish, or otherwise harm, in any opinion.
 - k) violate these Terms or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Heavenly Tours on the Site;

- l) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Site.
 - m) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");
 - n) use or launch any automated system, including without limitation, any spider, robot (or "bot"), scraper or offline reader that accesses the Site or use or launch any unauthorised script;
 - o) disguise or mislead as to the source(s) of your User Content or other information you submit to the Site; and/or
 - p) interfere with or circumvent any security feature of the Site or any feature that restricts or enforces limitations on use of or access to the Site.
3. We reserve the right to remove any content in breach of clause 23 from a forum or blog post at our sole discretion but are not required to do so. If we do remove content you have posted, we may not notify you we have done so. You acknowledge that we do not screen or moderate all content posted to the Site by users.
 4. You must not alter, damage or delete any content on the Site of which you are not the author, unless you have express permission from the author to do so.

Intellectual Property

1. All content and other materials available on the Site are owned by or licensed to us and are protected by intellectual property rights. You agree to abide by all copyright notices and other restrictions contained in the Site and in materials accessed through the Site. We grant you a non-exclusive, non-transferable licence to access and use the Site for personal, educational and non-commercial use as permitted by these Terms.
2. You must not modify, copy, reproduce, republish, or display any content from the Site and represent it as your own (including by framing pages from the Site), upload to a third party, post, transmit or distribute this content in any way except as permitted by law or expressly provided for on the Site or expressly authorised in writing by us and, where relevant, any third party owner or rights holder.
3. Unless we notify you otherwise in writing, you are not authorised to use any of our trademarks, or any third-party trademarks contained on the Site.
4. Before sharing any content or information on the Site, please ensure that you have the right to do so. You must not use or reproduce any material which is protected by intellectual property rights (including software, photographs and videos), if to do so would infringe the intellectual property rights of the owner or any other person with intellectual property rights in the materials.
5. You are responsible for all User Content and information that you post on the Site. By transmitting or uploading User Content to the Site, you grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide licence to use the

User Content for any lawful purpose. You further represent and warrant to us that you own or have the right to:

- a) use and reproduce all User Content that you post on the Site; and
- b) grant such licence to us.

Right to Link this Site

1. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Heavenly Tours so long as the link does not portray Heavenly Tours or our products or services in a false, misleading, derogatory, or otherwise offensive matter as deemed by Heavenly Tours.

You may not use any Heavenly Tours or Services logo or other proprietary graphic or trademark as part of the link without express written permission.

Third Party Links and Content

1. The Site, or communications you receive from the Site, may link to third party Sites or provide third party content that we do not control, maintain or endorse. You expressly acknowledge and agree that we are in no way responsible or liable for any third party content or third party site, including, without limitation, third party policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to, or arising from those third parties. Your correspondence and business dealings with others found on or through the Site including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the third party.

Warranties and Liability

1. Except for those required or implied by legislation and which cannot be excluded, Heavenly Tours gives no express warranty in relation to your access and use of the Site, or any products or services purchased through this Site. Your access and use of the Site is at your own risk.

All content and any products or services sold on the Site are provided “as is”, without any warranties of any kind, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. DPS does not warrant or make any representations of any kind with respect to the content or any other feature or function of the Site, including without limitation:

- a) that your access to the Site will be uninterrupted or error-free.
- b) that any defects will be corrected; and/or
- c) that the Site or the server which transmits content to you is free of any viruses or other harmful components.

2. While we have made every effort to ensure that information on the Site is free from error, Heavenly Tours does not warrant the accuracy, adequacy or completeness of any content on this web site. All information is subject to change without notice.
3. Except to the extent the law provides that liability is not able to be excluded, in no event will Heavenly Tours or its affiliates or licensors and their respective employees, officers, successors and assigns be liable for any incidental, indirect, special, consequential or punitive damages, or for any damages whatsoever (including, without limitation, damages for injury to person or property, for loss of profits, business interruption, loss of data suffered, loss of business information, loss of privacy, cost of procurement of substitute goods or services, failure to meet any duty and negligence) which may be suffered or incurred or which may arise directly or indirectly from your access and use of the Site, or from any product or service purchased through this Site
4. Heavenly Tours reserves the right to amend, terminate, suspend, cancel or discontinue any aspect, function or feature of this Site at any time, without notice or liability.
5. You indemnify and agree to keep us indemnified from and against all damages, losses and expenses of any kind (including legal costs) incurred by us in connection with any claim made against us by a person in connection with:
 - a) any products and services purchased by you from this Site;
 - b) your actions in accessing or using the Site; or
 - c) your User Content.

Disclaimers

1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
2. Subject to this clause, and to the extent permitted by law, all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded.
3. Use of the Site and the Tourism Products and Services is at your own risk. The Tourism Products and Services and everything on the Site is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Heavenly Tours make any express or implied representation or warranty about the Tourism Products and Services referred to on the Site. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - b) the accuracy, suitability or currency of any information on the Site or the Tourism Products and Services (including third party material and advertisements on the Site); and

- c) costs incurred as a result of you using the Site, the Tourism Products and Services or any other services provided by Heavenly Tours.
4. The Site may display, include or make available content, data, information, applications or materials from third parties or provide links to certain third-party web sites. To the maximum extent permitted by applicable law, Heavenly Torus does not warrant or endorse and will not have any liability to you or any other person for any third party services, content or web sites which are provided solely as a convenience to you.
 5. Because we do not control interactions among between you and Tourism Providers and because we cannot guarantee the background experience or qualifications of Tourism Providers, you agree that you bear all risk and you agree to release us (and our affiliates, directors, officers, employees, agents, contributors and licensors) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your use of the Tourism Products and Services.
 6. Heavenly Tours has no control over the quality, safety or legality of the items or content posted on the Site by a Tourism Provider. We cannot censure and do not guarantee that a Tourism Provider will actually complete a transaction or act lawfully in providing the Tourism Products and Services. Heavenly Tours is not responsible for any inappropriate or unlawful actions that you may encounter in connection with your use of the Tourism Products and Services.
 7. While Heavenly Tours does not make any warranty, guarantee, or representation as to the ability, competence, quality or qualifications of any Tourism Provider. Heavenly Tours encourages you to make all necessary enquiries and satisfy yourself as to whether the Tourism Provider meets your requirements and objectives. Under no circumstances shall we be liable for any damages whatsoever as a result of losses caused to you by any person or entity that you engage as a consequence of using the Site.

Privacy

1. Your privacy is very important to us.
2. These Terms must be read in conjunction with our [Privacy Policy](#). We undertake to comply with the terms of our [Privacy Policy](#).
3. You acknowledge and agree that personal information, health information and sensitive information you submit to us on the Site will be handled by us in accordance with the Privacy Policy, applicable laws and the terms set out in this section.
4. By setting up a User Account, you grant us an ongoing consent to promote and market our products and services and to make other offers to you (including by email). You acknowledge that this consent continues indefinitely until such time as you expressly withdraw it. If you do not wish us to contact you or you would like us to stop contacting you for promotional or marketing purposes, please contact us using the contact details set out in our [Privacy Policy](#). You agree that as a holder of a User Account, you will be automatically added to our email newsletter for product and promotional updates. If you do not wish to receive these newsletters, you will be given the option to unsubscribe in the newsletter.

General

1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
2. If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
3. These Terms constitute the full and complete agreement between the parties relating to the subject matter contained in these Terms and supersede any and all previous Terms, understandings, negotiations and representations between the parties in respect of all matters dealt with in this Terms.
4. Both parties confirm and declare that the provisions of these Terms are fair and reasonable and both parties have taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or general grounds of restraint of trade.
5. These Terms are governed by the laws of New South Wales, Australia and each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia.