

# DISCOVER THE ART OF FRENCH CHEESEMAKING TOUR

3 May 2024 to 10 May 2024

## TERMS AND CONDITIONS FOR PARTICIPANTS

I/We (print full name/s)

Person 1

Person 2

of (print full address/s)

Person 1

Person 2

state that I/We agree to the Discover the Art of French Cheesemaking Tour 3 May 2024 to 10 May 2024, Terms and Conditions for Participants, hereinafter referred to as the 'Tour' Terms and Conditions or Tour as provided by Simple Dairy Solutions Pty Ltd ABN 66 095 232 621 trading as Cheesemaking, 44 Winnam Street Stafford, Queensland hereinafter referred to as 'Cheesemaking'.

By completing the 'Tour' Terms and Conditions with Cheesemaking you are entering into a contract with Cheesemaking. The 'Tour' Terms and Conditions along with the Discover the Art of French Cheesemaking Tour Itinerary (hereinafter referred to as the Itinerary) and Discover the Art of French Cheesemaking Tour Booking Form (hereinafter referred to as the Booking Form) stipulate the contract terms and your agreement with Cheesemaking. You must not confirm any booking, by providing us with a signed Booking Form, unless you understand and agree with and sign the 'Tour' Terms and Conditions. Once the Booking Form and 'Tour' Terms and Conditions are submitted, you are deemed to have accepted the 'Tour' Terms and Conditions.

### ITINERARY AND QUOTATION

Cheesemaking has prepared an Itinerary of the Tour and provided it to you, together with a Booking Form that provides the price of the Tour. The Itinerary will specify the services Cheesemaking will provide, or will not provide, as part of the quoted price. All prices are quoted in \$AUD. In the event any third-party increases their costs between the issue of our quotation and the Tour taking place, Cheesemaking may seek to recover those increased costs from you.

### DEPOSIT AND BALANCE OF PAYMENT

A non-refundable deposit of \$1500 per person will be payable at the time you confirm your booking. Payment of the balance of the quoted price is required as noted on the Booking Form. Late payment may result in a late payment fee or cancellation, as determined by Cheesemaking.

### EXCLUSIONS AND INCLUSIONS

There will be few out of pocket expenses during the Tour. The Tour price includes all transport to and from Dijon between 3 May 2024 and 10 May 2024, All restaurant dinners, all hotel breakfasts, all accommodations, complimentary wines with each dinner, complimentary aperitifs before dinner, time permitting, all picnic lunches, entry fees to all cheese cellars, wineries and tastings and entry to the house of Louis Pasteur. The picnic lunches can only be provided on clear or sunny days. Lunches other than picnic lunches and café stopovers are not included in the Tour price. Accommodation bookings prior to 3 May 2024 are not included.

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Breakfast on 3 May 2024 is not included. Airfares to and from France and transport to and from Dijon prior to and after the Tour are also not included.

### **CHANGES TO THE ITINERARY**

Cheesemaking will deliver the services nominated on the itinerary to the best of their ability. However, our itineraries are usually prepared well in advance of the Tour and from time to time, Cheesemaking may have to make changes prior to or during the Tour. This may incur additional costs or change to the activities included in the Tour. Cheesemaking has identified several contingencies in case of late changes to the itinerary. If the change occurs before the Tour commences and means that the Tour is materially different from the original Itinerary, you have the right to withdraw from the Tour and all monies already paid will be refunded less any charges imposed by suppliers. If the change occurs during the Tour, Cheesemaking may offer you a partial refund at our absolute discretion. Cheesemaking is not responsible for any other costs, losses, damages or expenses you suffer as a result of a change to the itinerary during the Tour, including consequential losses such as changes to your travel arrangements.

### **CANCELLATION CHARGES**

All cancellations must be made by providing Cheesemaking with written notice, and will be subject to the following cancellation charges:

- cancellations advised greater than 120 days prior to 3 May 2024 will incur a cancellation fee of 50% of the total quoted price of the Tour.
- cancellations advised between 60 and 120 days prior to the 3 May 2024 will incur a cancellation fee of 75% of the total quoted price of the Tour.
- cancellations advised less than 60 days prior to 3 May 2024 will result in the loss of all monies paid.
- deposits made at the time of booking are non-refundable.

### **TRAVEL INSURANCE**

Travel Insurance is not included in your registration cost. Cheesemaking asks that you purchase comprehensive travel insurance that includes (without limitation) coverage for the cost of the Tour, medical expenses, loss of luggage, land content and airfare charges that may occur due to cancellation, the impossibility of performance or unexpected events including other frustration, disruption, loss of deposit or strikes. Due to the remote nature of the Tour, we also strongly encourage you to include remote area evacuation in your policy.

### **MINIMUM GROUP NUMBER**

The Tour is subject to a minimum number of participants. If the minimum number of participants is not reached, the Tour may be cancelled and Cheesemaking will refund any money Cheesemaking has received from you or Cheesemaking may provide you with a revised quotation, which you may accept or reject.

### **PASSPORTS AND VISAS**

You are responsible for ensuring your passport is current and valid, with at least 6 months' currency, and arranging any necessary visas or travel permits. Cheesemaking is not liable for any loss or expense you incur if you fail to arrange a valid passport, Visa or permit.

### **SINGLE SUPPLEMENT**

Room charges are costed on two people sharing a twin or double room. If you are a single traveller and wish to share a room, we will endeavour to match you with another single participant. A single supplement fee of \$750 will apply. If at any time during the tour, you consider the rooming partner to be unsuitable, Cheesemaking will arrange single accommodation (if available) with the additional cost to be borne by you. If Cheesemaking cannot find a rooming partner before departure, you may be required to pay the applicable single supplement to undertake the Tour.

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## REFUNDS

No refund will be given for any pre-booked accommodation, other pre-booked services or other travel which is not used by you. Participants who do not conform to the itinerary will not be entitled to refunds for any parts of the Tour missed.

## ACCOMMODATION

In rural France, the Tour will utilise high quality hotels or Chambre d'hôtes (bed and breakfast). Whilst every effort is made to ensure the hotel accommodation conforms to your requirements as noted on the itinerary, Cheesemaking is not responsible for any variations to the booking made by the hotel. You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodation.

## BAGGAGE AND CUSTOMS

Any excess baggage fees incurred for either domestic or international flights will be your responsibility. You are responsible for complying with any customs laws and regulations, including taking goods on flights into and out of Australia. The Tour will allow you to bring one standard suitcase (no larger than 70cm and up to 75 litres) plus one handbag or small day bag per participant. The space available for transport during the Tour does not permit extra luggage.

## COVID POLICY

The Tour Covid protocols are determined by the directives of the relevant French national and provincial authorities. These requirements are continually changing as the pattern of Covid infections evolves. Government policies in place at the time of your travel will apply.

### What if you test positive while on the tour

Any guest who shows COVID symptoms during the Tour must inform the Cheesemaking staff who will administer a supervised Rapid Antigen Test (RAT). If you test positive, you must immediately isolate yourself from the Tour and your fellow travellers. Cheesemaking does not cover any liability for loss of experience or other impacts associated with any isolation, travel, or quarantine arising from the Tour. Any associated and subsequent costs will be at the guest's expense. Cheesemaking will not be able to offer any refunds on the portion of the Tour that is affected by a positive RAT test.

## PARTICIPATION, HEALTH REQUIREMENTS, MOBILITY

The Tour will likely require a basic level of fitness, including walking on uneven ground and stairs comfortably and unaided. You should be able to walk up to 1 kilometre in 1 hour, as most cheese factory and fromagerie visits will require walking. Many days include visits to cheese cellars requiring participants to be in confined spaces and to walk up and down steps 2 to 30 metres below ground.

All participants warrant they have the physical capacity to participate fully in the Tour without any assistance from the Tour staff or other participants. Any important health, disability (physical or mental) issues that may prevent you from participating in any aspect of the Tour should be made known to Cheesemaking before the booking is confirmed. Cheesemaking reserves the right to decline any person as a Tour participant if Cheesemaking believes you are unable to participate in the Tour safely because of a health condition.

Cheesemaking claims no responsibility for any loss, damage, accident, injury, sickness or schedule change due to weather, strike or any other cause beyond Cheesemaking's control. Cheesemaking will make every effort to safeguard you as a participant on the Tour and your personal property but cannot be held responsible for personal events beyond the tour operator's control, or for damage sustained by tourists including those occurring outside the touring program.

Cheesemaking acts in good faith and cannot be held responsible for a cheesemaking factory representative denying a Tour participant access to the grounds or into cheesemaking premises. While on the premises all participants will be required to follow the guidance and instructions required by the representative of that cheesemaking factory.

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Unless you notify Cheesemaking in writing prior to the commencement of the Tour that you wish to opt-out, you agree that Cheesemaking may take photographs and videos of you whilst you are on Tour and that those may be added to our brochures and advertising without any further consent from you.

It is your responsibility to take steps to protect your health whilst on the Tour, including any immunisations or medication that may be recommended by a medical practitioner before travelling to particular countries.

Cheesemaking reserves the right to refuse to allow you to continue the Tour if your health is detrimental to the Tour participants and no refund, partially or fully will be provided to you.

Cheesemaking reserves the right to refuse to allow you to continue the Tour if you behave in a way that is dangerous, disorderly or causes discomfort to other Tour participants or third-party service providers, and no refund will be provided to you.

### **CONSULAR ADVICE**

Cheesemaking recommends that you review information issued by the Australian Department of Foreign Affairs and Trade by calling +61 2 6261 3305 or 1300 555 135 or by visiting their website at [www.smarttraveller.com.au](http://www.smarttraveller.com.au).

### **ARRANGEMENTS WITH THIRD PARTIES**

Cheesemaking coordinates the arrangements for the Tour as specified in the itinerary, which may include transfers, transportation, all breakfasts and dinners, and hotel accommodation (third parties). While Cheesemaking takes all reasonable care to select the third parties, Cheesemaking accepts no responsibility whether in negligence or contract for any accident, injury, death, sickness, damage, loss, cancellation, delay, failure to deliver or partial or inadequate delivery of services, disappointed expectation, additional expenses, or other unforeseen events caused in connection with those third parties, their employees, agents, servants or representatives.

### **LIMITATION OF LIABILITY**

Cheesemaking does not accept any liability in any amount caused directly or indirectly by force majeure or other events beyond our control, including but without limitation to the delivery of services by third parties, war or threat of war, acts of government, acts of terrorism, fire, strikes, civil disturbances, quarantines, floods, weather conditions, natural disasters, incidents at sea, accidents or failure of machinery or equipment, theft, or other disturbances of any kind which cancel, interfere with, or add cost to the services requested. Cheesemaking recommends that you obtain insurance that covers these risks, prior to the commencement of the Tour. You take part in the Tour at your own risk. Cheesemaking is not liable for any accident, injury, death, property damage or loss in relation to such activities.

### **CHEESEMAKING WEBSITE**

Cheesemaking makes every effort to ensure all information displayed on our website is accurate; however, Cheesemaking does not guarantee the accuracy of all information nor is Cheesemaking able to guarantee that the website is free of errors or faults. Cheesemaking reserves the right to change information displayed on our site and withdraw offers or prices (including these terms and conditions) at any time without notice to you.

### **COMPLAINTS**

If you have any complaint about the Tour or services provided by Cheesemaking, you must notify Cheesemaking verbally as soon as possible and we will endeavour to resolve the issue. If at the end of the Tour, you feel your complaint has not been properly dealt with, you must notify Cheesemaking in writing within 30 days of the end of the Tour.

### **GOVERNING LAW**

This contract is governed in all respects by the law of the State of Queensland and any legal action arising under the contract shall be litigated only in the appropriate court having jurisdiction in that state. These 'Tour' Terms and Conditions, the Itinerary, and the Booking Form constitute our entire agreement with you. No

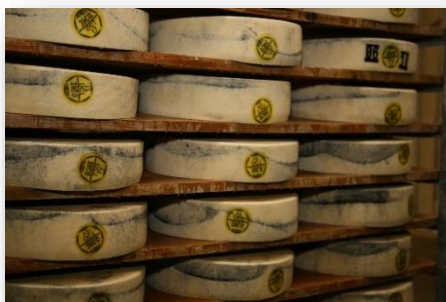
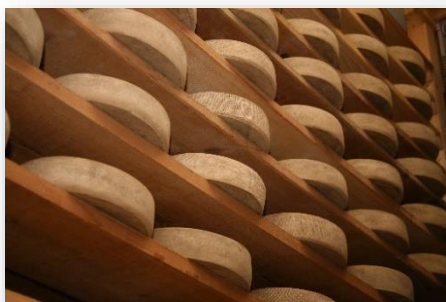
representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by mutual agreement.

Signature

Date

Signature

Date



 [info@cheesemaking.com.au](mailto:info@cheesemaking.com.au)

 44 Winnam Street Stafford, Queensland  
Australia 4053