



# Juggle House Experiences TERMS & CONDITIONS

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ABN: 15263551849

Thank you for your purchase of an experience with Juggle House Experiences. You will now be able to benefit from a fully licensed and accredited entity within South Australia. We will do our best to add fun to your experience!

An enquiry is not a booking. A booking will be confirmed only by our online system.

The latest Terms and Conditions can be found on the Juggle House Experiences website <https://www.jugglehouse.com.au/terms-conditions/> and will supersede any previous versions. In stating this, Juggle House Experiences reserves the right to amend prices or itinerary, (i.e. alter travel routes or itinerary) due to road or weather conditions, or force majeure<sup>1</sup>.

- By confirming a booking with Juggle House Experiences, you acknowledge that you have read and agree to these Terms and Conditions as a binding contract. The booking person or agent signs as "Captain" of the Tour Group, and is responsible for conveying these terms to all persons partaking in the event. The Captain is jointly (with the tour party persons), and severally, liable for all and any members of the tour party group and hereby guarantees and indemnifies Juggle House Experiences against all and any loss arising from the event due to any member(s) of the tour group. If the booking is made by / in the name of an incorporated body, the directors thereof hereby bind themselves to the same joint and several extent as the Captain hereto.
- Tours are designed for small groups with minimum passenger numbers required before the tour will depart. This means you may be sharing the ride with others. Private Charters are available on request, and the full capacity fare may be charged accordingly. These tours are not guaranteed as Private Charters unless the maximum number of passengers is achieved by your group.
- Juggle House Experiences has full copyright in and reserves the right to publish group photos that we have captured in marketing and on social media sites (such as Facebook + Instagram and our website) and you authorise such notwithstanding Privacy legislation as may be in force from time to time. If there are security or cultural reasons that cause concern, you will need to contact Juggle House Experiences directly prior to the tour date. Pictures will not be sold by Juggle House Experiences or otherwise utilised for reward.
- CCTV cameras / Dash Cam Footage are in some of our touring vehicles to provide security for our staff and other passengers and footage may be handed to authorities if serious issues occur.

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<sup>1</sup> Strikes or industrial action, acts of God, legislative or regulatory changes, civil commotion or similar, flood storm fire or tempest, power fuel or other utility shortages or failure.

## **Pricing, Payment & Refunds**

Full payment of cleared funds is required at the time of the booking (credit card transfer to the business account minimum 3 days prior to the booking date) unless other arrangements for corporate customers made directly with Juggle House Experiences for a 14-day account.

- All prices are quoted in Australian dollars (AUD) and include GST (UNLESS STATED OTHERWISE). Juggle House Experiences accepts all major credit cards and cheques (only once cleared).
- Tickets are non-refundable, non-transferable and are only valid for the booked tour unless given express written consent by Juggle House Experiences.
- A full or partial refund will be negotiable in the event of a cancellation by Juggle House Experiences due to vehicle issues, adverse weather conditions, or force majeure as previously set out herein or any other unforeseen event but this or any other indulgence given constitutes no waiver.
- The rate quoted is calculated dependent on the type of vehicle you require, and the departure points for your tour or transfer. While in the vast majority of cases we are able to provide you with a fixed price quote for your particular journey, there are instances where the actual cost will vary. Examples of such variations include stops at your request, unplanned stops (e.g. toilet or service station), change in route, waiting time on arrival and a change in the number of passengers. Additional per hour charges or part thereof, will apply on the day for such changes.

## **Cancellation Policy**

Once your tour or transfer is booked, Juggle House Experiences will attempt within reason to reschedule your booking provided we are given at least 30 days notice. If the tour or transfer is cancelled by you, Juggle House Experiences will consider making a refund, however, this is not guaranteed. Each case will be looked at individually and considered on its merits and impact to Juggle House Experiences.

Schedule of notice for cancelled bookings (subject to the discretion of Juggle House Experiences):

- Within 0 - 10 days – no refund
- Within 11 - 30 days - 50% of the booking will be refunded.
- At least 30 days - full refund.
- Without written notice or attending on the confirmed booking date - no refund under any circumstances.

## **Liability**

- To the extent permitted by law, no warranty, description or representation by Juggle House Experiences is given or to implied and we have no responsibility for any loss or damage to person or property incurred on or in connection with the tour.<sup>2</sup>
- Please be aware that while we would like to cater for your every need, not all requests can be accommodated.

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<sup>2</sup> Applies to contractual, tortious, equitable or statutory liability except regarding such which may not be excluded by force of statute.

- Juggle House Experiences cannot be expected to provide individual special assistance, beyond that reasonably required for people with a confirmed disability. Passengers are expected to be independent with their abilities or have their own carer or support person to assist, and this includes getting on/off the vehicles and managing stairs and all surfaces while on tour. For further information refer to <https://www.jugglehouse.com.au/wp-content/uploads/2019/08/Catering-for-Specific-Needs-Juggle-House-Experiences.pdf>
  - It is recommended that the Captain re-confirms the booking and informs us of any special travel issues at least 1-2 business days prior to departure, so that any expectations associated with special needs can be addressed.
- Juggle House Experiences accepts no liability for failure to meet connections due to unforeseen delays.

### **Lost Items**

- As advised, Juggle House Experiences accepts no responsibility for any loss or damage to personal belongings or luggage while you or your group are travelling on our vehicles.
- The Captain warrants that all passengers are fit to engage in the tour and have personal travel insurance to cover loss or damage to person and property (illness, injury or inability to travel on the confirmed date of departure).
- If you have lost items on the vehicle, please contact our operators immediately. For us to assist you in finding your item, we will need accurate information. e.g. item lost, vehicle description, date and your best contact details.

### **Passenger Seat Belts/ Safety Behaviour**

- All of our vehicles are fully equipped with seat belts for your safety. You must always be seated and wearing your seat belt when the vehicles are moving.
- Passengers are not permitted by road safety legislation to place any part of their body outside the vehicle whilst the vehicle is moving.

### **Child Seats**

Further information:

<http://www.mylicence.sa.gov.au/road-rules/seatbelts-and-child-restraints>

- The Entertainer Touring vehicle is classified as a bus, designed to carry 13 adults or less (including the driver). The Hyundai Staria is classified SV chauffeured ride share style, designed to carry 8 passengers or less (including the driver). Other touring vehicles may be used for your experience.
- A bus is defined as a motor vehicle designed to carry over 12 adults (including the driver) and are exempt from ensuring passengers under 16 years are restrained.
- The driver of a ride sharing service, such as Uber, does not have an exemption from the child restraint laws and so must comply with all of the requirements for children up to 16 years of age.

- Some tours provided by Juggle House Experiences are not suitable for children. Please check.
- Juggle House Experiences do not provide child car seats for tours or transfers. If you don't notify us that a child will be travelling with you, we may refuse service on pick up if you don't supply a compliant child restraint yourself.
- Passengers are advised that any unacceptable behaviour will be treated strictly in accordance of the law, including the Work Health and Safety considerations for the driver. The driver is authorised by us to terminate a booked trip for any actions or threatened actions deemed by the driver to be threatening or dangerous to the driver or other passengers, and or to have an unruly passenger removed without refund or compensation.

### **Tour Venues + Liquor License**

- Most venues must be pre booked by you prior to the tour by Juggle House Experiences. It is often not acceptable to arrive with a group at certain venues which are not pre booked (without giving notice to attractions, cellar doors, lunch venues, breweries or distilleries).
- Tour inclusions are as per listed on tours menu at time of booking. All other expenses on the day are to be covered the customer.
- Juggle House Experiences prides itself on adhering to schedules and great behaviour from our customers. Increasingly, cellar doors / breweries, will not allow group bookings of liquor licensed vehicles to their venue. Your assistance of positive behaviour is required for our excellent reputation to be maintained.
- Juggle House Experiences have liquor licenses on our vehicles, therefore subject to appropriate and safe behaviour, you are allowed to consume limited amounts of alcohol on the vehicles. Strict liquor license rules apply.
- We recommend that you drink plenty of water throughout the day of a tour to prevent being dehydrated. It is also recommended to eat prior to drinking and to have something to eat again throughout the day.
- The driver has the right to terminate a tour if alcohol consumption misuse or unruly behaviour occurs on the vehicle. This also applies to intoxicated passengers who attempt to board the vehicle and winery/brewery stops to be excluded from the pre-arranged tour schedule at the discretion of the bus driver, based on the observed behaviour of passengers. Refer also to terms stated above.
- No alcoholic beverages from other venues (BYO) are permitted into wineries, lunch venues, breweries or distilleries.

### **Vehicle Cleaning | Damage**

- Please advise at time of booking if there are any obstacles such as overhanging trees or one-way driveways at your departure or drop off tour locations, or en route for

charters. These may cause damage for our larger vehicles. The driver / tour host is authorised to negotiate alternative locations.

- If any member of the tour party vomits, vandalises or leaves the vehicle in a mess, reasonable cleaning and repair charges start from a minimum of \$600.00 AUD and are payable by the Captain on production of the appropriate invoice.
- A cleaning fee may also apply for passengers heavy soiling (spill drinks / food or leave rubbish behind for the driver to clean up). In applying this we ask that you respect the condition of the vehicle for the next passengers.

### **Drugs / Smoking**

- Illicit drugs are not permitted at any time. Anyone found in possession of, or under the influence of drugs will be removed from the tour. It is against the law in South Australia to smoke in Public Transport Vehicles, no smoking of any type is permitted on our vehicles. Be aware that there are also non-smoking venues on our tours – if this may be an issue for any of your group, please check before arranging the tour.

### **River Murray International Dark Sky Reserve Tours**

- Procedure for stargazing tours in the Reserve is detailed in our [Frequently Asked Questions](#), specifically relating to inclement weather, cancellation, rescheduling and refund. This requires an agreement prior to, and during, the booking period.

### **Vouchers / Gift Vouchers**

- Juggle House Experiences gift vouchers are for use for the specifically purchased item and must be used in accordance with the details on the voucher. Specifically, vouchers may well have special conditions on them; e.g. offer not available on public holidays or special event days. It is important that you mention if you are using a voucher at the time of making the booking.
- Vouchers can only be used on new bookings. Under no circumstances can they be exchanged for money or transferred to any other product or service. Any original voucher must be redeemed in our online system prior to the day or full charge applies.

It is agreed that these terms constitute the entire agreement to the exclusion of any prior or subsequent representation or warranty and any dispute arising therefrom are to be construed and agitated in accordance with the laws in force, and jurisdiction of the courts, in South Australia.

***We sincerely thank you for choosing Juggle House Experiences and hope these requirements assist with your positive experience. We welcome your feedback.***

**THIS CONSTITUTES A BINDING AGREEMENT ON SIGNING that may be assigned by us on short but reasonable notice – PLEASE CAREFULLY READ AND ENSURE ALL TERMS ARE UNDERSTOOD AND ACCEPTABLE – by your booking, you acknowledge the above agreement and the terms thereof as stated above.**