

www.worldtravelgetaways.com.au

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Booking & Advisory Services by World Travel Getaways

Agency's Terms & Conditions Updated as at 1 March, 2018

What we provide to you

- 1. We provide you with Booking & Advisory Services that allow you to acquire a Travel Product from a Third Party Travel Provider. We act as an agent for the Third Party Travel Provider.
- 2. By acquiring Booking & Advisory Services from us, you agree that you have read and understood both these terms and conditions and the terms and conditions of the Third Party Travel Provider relating to the Travel Product.
- 3. You pay us for providing the Booking & Advisory Services to you.

What the Third Party Travel Provider provides to you

- 4. Once you have acquired Booking & Advisory Services from us, the Third Party Travel Provider will provide you with the Travel Product on terms and conditions agreed between you and the Third Party Travel Provider.
- 5. These terms and conditions are available from the Third Party Travel Provider and may include rules and restrictions about the use and availability of fares, products and services, refund and cancellation policies and the limitation or exclusion of liability for death, personal injury, delay and loss or damage to baggage.
- 6. Travel tips relating to Travel Products are set out in the Annexure to these terms and conditions but you should obtain and read all of the Third Party Travel Provider's terms and conditions before acquiring Booking & Advisory Services from us.
- 7. You pay the Third Party Travel Provider for providing the Travel Product to you.

8. We do not (and cannot) provide you with the Travel Product and you do not pay us for acquiring the Travel Product. We also do not act as your agent when you acquire Booking & Advisory Services from us or a Travel Product from a Third Party Travel Provider or when you seek a refund from the Third Party Travel Provider.

We are liable to you for Booking & Advisory Services

- 9. Because we provide you with Booking & Advisory Services and you pay us for acquiring Booking & Advisory Services, we are liable to you in accordance with these terms and conditions for breaching our obligations in providing the Booking & Advisory Services to you.
- 10. Subject to the application of consumer guarantees which may be implied into the supply of Booking & Advisory Services to you, we are not otherwise liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, direct, indirect, consequential, economic loss, incidental damages, lost profits or savings or damages for disappointment) which is suffered directly or indirectly in connection with the:
- (a) use of (or inability to use) this Website, or any linked website;
- (b) disruption to this Website or the Booking & Advisory Service;
- (c) the delivery or non-delivery of the Travel Product; or
- (d) any act or omission of Third Party Travel Providers or other third parties.
- 11. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection laws but we do not give any guarantee or warranty and do not make any representation of any kind, express or implied, with respect to use of this Website or the Booking & Advisory Services supplied by us outside these laws.
- 12. All information on this Website relating to a Travel Product or a Third Party Travel Provider is provided by Third Party Travel Providers or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of accommodation or services provided by Third Party Travel Providers.

The Third Party Travel Provider is liable to you for the Travel Product

- 13. As agent for the Third Party Travel Provider, we are not liable to you for a breach of obligations by the Third Party Travel Provider in providing you with a Travel Product.
- 14. The Third Party Travel Provider is liable to you for a breach of obligations in providing you with the Travel Product.

Booking and payment terms

- 15. The Travel Products offered on this Website are subject to availability and can be withdrawn without notice by the Third Party Travel Provider. Travel Products may also change at any time in accordance with the terms and conditions you agree with the Third Party Travel Provider.
- 16. When making an online booking, you must enter details of each traveller correctly and according to their passport or other identification document. Some Third Party Travel Providers will deny carriage if the traveller's name varies from their booking and may cancel automatically if the traveller's name is amended. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's name or as a result of the Third Party Travel Provider's policies.
- 17. Prices for Travel Products featured on the online booking engine are for online booking only and may differ if you proceed to book your Travel Product over the phone.

- 18. We are not responsible for any changes made by a Third Party Travel Provider to the payment due date and prices for Travel Products are not guaranteed until payment has been made in full and documents have been processed.
- 19. It is your responsibility to contact the Third Party Travel Provider prior to departure to ensure there is no change to the scheduled departure time. This is most advisable for all transfers products, flights as changes can be unforeseen, and rescheduled without warning.
- 20. For bookings made via our Call Centre, a deposit payment will be due within 3-7 days of confirmation of your reservation. You will be notified at the time of your reservation what deposit amount, & due date the specific booking requires, as per the terms & conditions of our suppliers, and if any additional deposit requirements apply.
- 21. For bookings made via our Call Centre, full payment is required at least 45 days prior to departure or by sale end date; or the payment deadline specified by the Third Party Travel Providers Terms & Conditions.
- 22. If for any reason, your balance is not received by us by the due date, we reserve the right to treat your booking as cancelled and apply any cancellation fees that are the subject of these terms and conditions and the terms and conditions agreed with the Third Party Travel Provider. Prices for Travel Products are not guaranteed and are subject to change until payment has been made in full and travel documents have been issued.
- 23. A deposit holds the Travel Product requested but does not guarantee the price of the Travel Product at the time when the deposit is paid, until funds have been processed by the bank & reflecting as received to our account & cleared. This would be approx. 1-2 days later. Once funds are received your booking is guaranteed and documentation will be emailed along with any receipts for payments.

For package holiday bookings with a deposit being paid, the booking then will require the final balance by a set due date & as per terms/conditions on the invoice, final travel documents will be ready about 45 days prior to departure date. All final documents will be emailed to you, once the booking has been paid in full & the agency's final account invoice will be emailed to confirm booking has been finalized.

For Flight Bookings, full payment is required by the airlines deadline date, and cannot be guaranteed the price quoted at time of reservation/hold. Your agent will advise at time of reservation all terms/conditions for the fare booked. Once funds are received to our agency bank account, we will issue all E-tickets within 3 business days, as per reservation/itinerary. We will be available online or via phone, to assist with meals/seats selection or modify/date changes. Date changes will incur surcharge/fare difference charges, as per the airlines availability at time of making the change to any flight booking.

Airfares are 100% non refundable, but some airlines fares - may allow refund of the taxes only, depending on the fare rules of the flight booking, which will be advised on the itinerary booking document copy which is sent to you via email, as the flight confirmation.

- 24. Internet bookings must be paid in full at time of booking. You must agree to all third party website's terms/conditions and we are not liable for any refunds for bookings made via third parties. If a refund is due, dependant on our suppliers terms/conditions, then our agency will request on your behalf, to apply for reimbursement which can take our third party suppliers /airlines up to 8 weeks processing time.
- 25. Product Prices shown on the Website and quoted via our Call Centre, are for payments by cash only. If you book with World Travel Getaways, a surcharge will apply for payments made by credit and debit cards. Please check this card rate fee with your travel consultant when booking.

Where bookings require changes & modifications after being confirmed, agents can charge an admin fee of \$100, for each change made on confirmed reservations. Airlines chargea fare difference & surcharge fee, to reissue unused e-tickets if any amended dates are required for Flight Bookings.

Ask your consultant for a quote for amendments, before making payments for any booking changes.

26. All pricing on this Website is reflected in Australian Dollars unless otherwise specifically denoted on the screen.

27. Payments processed in foreign currency (currency other than the original card holders country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.

SUMMARY OF TERMS

These terms and conditions apply to the person making the booking and all other persons on whose behalf the booking is made.

Please read above Booking Conditions carefully. They apply to all booking made through **World Travel Getaways**, who are acting as agents on behalf of all suppliers (including airlines, tour and cruise operators, car hirers and accommodation providers) for your booking.

You are in contract with our agency 'World Travel Getaways' & we act on behalf of our clients, to create/book and advise our clients. We will book via our third party suppliers for the best wholesale rates available. Via our network of suppliers & wholesalers, who have their own terms and conditions applicable along with our terms/conditions outlined here - for our client's bookings. All Payments will be due firstly to World Travel Getaways, on behalf of travel products booked via suppliers.

For any changes/cancellation penalties, you are are bound by our Agency's terms and conditions firstly, as your first point of sale, for the retail transaction/contract between yourself & World Travel Getaways, who will make the client booking & collect payments directly from the client to a nominated agency bank account or via card payment online gateway...

The traveller/person making the booking must be at least 18 years of age and must be authorized to make the booking on behalf of the members of the party. The person making the booking must also provide a copy of booking conditions to the other members of the party. Passport copies will be required to confirm identity of travelers and as per airlines rules, in booking system.

The Contract means: After we **(World Travel Getaways)** have received your deposit or full payment (if applicable) and we have issued a confirmation for the booking and a payment receipt invoice, a contract will exist immediately then, between you and our agency's & it's suppliers, effective from the date printed on your invoice. The terms and conditions of each supplier, will take effect as of the receipt date for your booking. Once the contract(s) is made, the airlines, accommodation provider and any other supplier is responsible for providing you with what you have booked.

*We are not liable for any third party suppliers cancellations on travel products booked, such as non supply/rescheduling costs, in regards to any prepaid bookings made by our Agency, on behalf of the client.

For any assistance or complaints for any booking made by World Travel Getaways please contact;

Ms Margaret Hill Tel; 02 8005 – 0435

(Owner Manager) WORLD TRAVEL GETAWAYS

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