



## Reservation Booking Form

This Booking Form is designed to collect the correct details for your reservations, and make you aware of the relevant terms and conditions of your booking.

Please complete this Booking Form as soon as possible. Reservations cannot be confirmed until your details have been submitted to Mildura Travel & Cruise.

***One Booking Form is to be completed per passenger (adults, children & infants).  
Please complete and submit as many times as necessary.***

### Personal Details

**Title\***

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**First Name\***

*Must be identical to your passport*

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**Middle Name/s**

*Must be identical to your passport*

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**Surname\***

*Must be identical to your passport*

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**Date of Birth\***

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### Trip Details

**Departure Date\***

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**Destination/s\***

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**Agency File Number**

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**Travel Consultant's Name\***

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## Contact Details

**Email\***

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**Day Phone\***

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**Mobile\***

---

**Postal Address\***

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**Suburb\***

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**Post Code\***

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## Passport Details

**Nationality (on passport used for departing Australia)\***

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**Passport Number**

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**Passport Issue Date**

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**Passport Expiry Date**

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(If passport details unavailable at time of booking, please provide as soon as possible)

# Traveller Details

**Freq. Flyer Information**

Airline

Membership No.

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**Freq. Flyer Information**

Airline

Membership No.

--	--

**Freq. Flyer Information**

Airline

Membership No.

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**Meal Requirements/Allergies\***

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**Double COVID-19 Vaccination**

YES

NO (If no – Medical Exemption Certificate YES/NO)

**Covid Booster Vaccination**

YES

NO (If no – Medical Exemption Certificate YES/NO)

**Medical Exemption Certificate(If checked “Double COVID-19 Vaccination” as NO)**

YES

NO

**Medical Exemption Certificate(If checked “Covid Booster Vaccination” as NO)**

YES

NO

# Emergency Contact Details

**Emergency Contact\***

*Name of person to call if something happens to you when travelling*

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**Emergency Contact’s Mobile\***

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**Emergency Contact's Address\***

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**Emergency Contact's Relationship  
to You\***

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I agree to the terms and conditions. ***(Please review and sign T&Cs on the last few pages)***

Signature\*

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Date\*

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Return this form and return to Mildura Travel & Cruise PO Box 5048 Mildura Victoria 3502 or [info@milduratravelandcruise.com.au](mailto:info@milduratravelandcruise.com.au)

## Mildura Travel & Cruise Terms & Conditions

Please read the following Terms and Conditions carefully. You must not make any booking unless you understand and agree with the following Terms and Conditions. References to "us", "we" and/or "our" in these booking Terms and Conditions shall mean Food and Wine Travel Pty. Ltd. trading as Mildura Travel & Cruise. Reference to "You" shall mean the client signing this document and for those whose behalf you sign.

These Terms and Conditions apply to bookings you make with our Agency (in-store, over the telephone or by email). In addition to our Terms and Conditions, you will also be bound by the Terms and Conditions of the supplier/s your travel is booked with.

### Summary of Key Terms

- All deposits are non-refundable
- Prices are not guaranteed until paid in full
- Failure to pay on time will result in booking cancellation and loss of funds
- All cancellations incur a 12% fee in addition to Supplier charges
- No refund on or within 30 days from departure
- Refunds are not processed until all Suppliers' funds have been received
- Additional Fees may apply – see Fee Schedule below
- You are responsible for correct documentation including passports and visas
- Travel insurance is strongly recommended at the time of booking
- You are bound by these Terms as well as those of the Supplier/s with which your travel is booked
- This is a summary only and you need to read all relevant Term and Conditions

### Initial Here

### Agency

We act as an Agent for, and sell various travel related products as Agent on behalf of, numerous transport, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorize us to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the Terms and Conditions, including Conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider Terms and Conditions on request. Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us. Any brochures provided are not produced by the Agent, but are supplied by the Supplier and the Agent is not responsible for any errors they contain.

### Deposit/s

You will be required to pay a deposit when booking. Sometimes a second deposit is due to the Supplier at a later date. We will advise you of how much the deposit/s will be and when they are due. If the deposit is not paid before the due date your booking will be cancelled. All deposits are non-refundable subject to your rights under the Australian Consumer Law. Some services require full payment upon booking, you will be advised accordingly.

### Final Payment

The final payment due date will be indicated on your statement of account. There may be interim payments required, depending upon what is booked and the Supplier's Terms. You will be advised accordingly. Failure to make payment by the due date may result in your booking being cancelled and funds forfeited.

### Payments Options

Payments can be made by cash, direct deposit or credit card. More details are listed on your statement of account.

Credit card payments will attract an additional charge. Please see the fee schedule for details. A link to make payment by credit card can be found on your statement of account.

When paying by credit card you authorise us to charge all fees incurred by you in relation to the services provided to the credit card designated by you. If payment is not received from the card issuer or its Agents for any reason, you agree to pay us all amounts due immediately.

### Fees for Service

To provide a professional level of service and cover the costs of arranging your travel requirements we charge various fees for service. The amount charged will depend on the service provided. You will be notified of these fees at the time of booking.

### Fee Schedule

This is an outline of fees which may be applied to your booking if necessary. All fees are additional to Supplier-imposed fees. Please be aware all fees are non-refundable.

### Card Payment Charge

Visa 1.5%  
MasterCard 1.3%  
American Express 2.2%

### Amendments after deposit is paid

\$110 per change plus Supplier's charges

### Name Change

\$220 per name change plus Supplier's charges

### Visa Processing Charge

If you require assistance in processing your visa application, a charge of \$100 per person per visa application will apply.

### Cancellation

All cancellations will incur a flat fee of 12% of the total cost of your trip booking, in addition to any Supplier-imposed cancellation charges. No refund will be provided for cancellation on or within 30 days of departure. All deposits are non-refundable.

### Excessive Time/Itinerary Planning

In the event that you require an excessively complicated or time-consuming itinerary/quote, an upfront charge of \$220 (non-refundable) is to be paid by you which will be deducted from Your balance should You make a booking.

### Insurance Processing

If you make your own travel insurance arrangements, and subsequently make a claim, we will charge a \$100 administration fee. This is to assist you with the required paperwork.

### Late Booking Fee

Bookings made 8-14 days from departure will incur a \$100 per person fee.

Bookings made 7 days from departure will incur a \$150 per person fee.

Late booking fees are charged as we have to reschedule work to get these bookings made and put documentation together as soon as possible. To avoid these fees please complete your bookings at least 2 weeks in advance.

### Miscellaneous Fees

Fees levied by airlines or Supplier's for changes, additional taxes, or changes to prices will be passed on to the client. Where possible you will be advised of these in advance.

### Cancellation

Cancellation must be provided to the Agent in writing before any action can be taken. The same person who signed the Terms and Conditions must also sign the cancellation.

### Refunds

Refunds are subject to the Terms and Conditions of the agency and the Supplier/s. If you are eligible for a refund, the balance less any non-refundable amounts and cancellation fees will be forwarded to you. This will only be forwarded upon receipt of the refund from the travel Supplier or airline. Some refunds can take upwards of 16 weeks to process. Agents are not responsible for Supplier delays in issuing refunds. Please note that some services are totally non-refundable, such as discounted airline tickets and instant purchase hotels. All Supplier fees are non-refundable.

### Substitution Product or Service

If a Supplier advises unavailability of a product or service after full payment has been made, we will find a suitable substitute of a similar standard and price where possible. In the event that the price is more, you will need to pay the difference.

### Supplier

You may request a booking with a particular Supplier but in the absence of any request, we will make the choice of where your booking is made and held.

### Fees or Commissions Received From Third Parties

We may receive fees, commissions, gifts or financial incentives from third parties under this contract.

### ATAS Accreditation

Mildura Travel & Cruise is accredited through the AFTA Travel Accreditation Scheme (ASTAS).

Our Accreditation Number is A12279. Please refer to [www.afta.com.au/atas](http://www.afta.com.au/atas) for further details.

### Travel Insurance

By signing these Terms, you acknowledge that we strongly recommended travel insurance to cover your travel arrangements. It is your responsibility to ensure that appropriate travel insurance is in place from the time of first payment towards your trip. Failure to put insurance in place can result in significant financial loss for you. If you would like a price for comprehensive travel insurance please contact your consultant. Travel documents will not be released until you have either purchased a travel insurance policy or have signed an Insurance Waiver Form, which your consultant can provide.

### Valid Passports & Entry Visas

It is your responsibility to ensure that all travel documentation, entry visas and transit visas are in order for your trip which meet the requirements of immigration and other government authorities. This includes holding of valid passports (with at least 6 months validity from time of re-entry to Australia), and any necessary entry and transit visas to the countries visited on your itinerary. Some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australia passport. If this is not the case, you must let us know but you are still responsible for ensuring that you have the correct re-entry visa upon return to Australia. Visa information, assistance and application forms can be found at <http://visalink.com.au/login-foodandwine>. We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it. If you are having any difficulty with your passport or visa documentation you must advise us.

### General Travel Advice

It is your responsibility to check <https://www.smarttraveller.gov.au/> for information and advice specific to the countries visited throughout your journey. It is also your responsibility to register your travel plans on the same website in the event that there is a DFAT emergency or you need to be located urgently.

### Health

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic such as Travelvax (<http://www.travelvax.com.au/>) immediately after booking your travel (or prior if your lead in time is short). <https://www.smarttraveller.gov.au/> also carries health advice.

### Prices

All prices are quoted in Australian Dollars and are subject to availability. Prices can be withdrawn or varied without notice by the Supplier until paid in full by you. Price changes may occur for reasons that are out of our control which increase the cost of the product or service. Such factors include currency fluctuations, taxes and airfare increases and fuel surcharges. Prices are only guaranteed once paid in full. Please contact your consultant for up-to-date prices prior to making final payment.

### Exchange Rates

Travel products and services are often contracted in USD, GBP and EUR. Fluctuations in exchange rates will be passed on to you in the event that the price increases. Should the exchange rate decline more than 10% this will be passed on to you in the form of a price reduction. Please note that many large Supplier's and wholesalers provide a fixed exchange rate and this is not typically an issue. It does become an issue when smaller, private companies are contracted to fulfil Your travel requirements.

### Frequent Flyer/Loyalty Membership

It is your responsibility to advise us of any relevant frequent flyer and/or loyalty membership numbers for your booking. All points, status accrual and other benefits are subject to the relevant membership Conditions. For missing points and other benefits contact the frequent flyer program directly. The Agent is not responsible for an inability to claim points.

### Special Requests

Please let your consultant know at the time of booking if you have any specific needs such as special meals, seating requests, room configurations or disabled access. Please understand that requests cannot be guaranteed and are subject to the Supplier's discretion and/or availability.

### Privacy Information

By completing and signing this Booking Form you consent to us using Personal Information for the purposes of completing the necessary bookings and travel related arrangements on behalf of yourself and your travelling companions. We collect your personal information to enable us to provide you with travel products and services, including assisting in arrangements with Supplier's (such as hotels and airlines). We will also use your personal information to personalise the service we provide you, including your experience on our and other websites, and provide you with information about our and our partner's products and services. Your information may be disclosed to Supplier's, third party travel service providers, our website manager, our contractors and others where authorised or required by law. For further information, including how you can request to access and correct your personal information and complain about a breach of your privacy, please see our privacy policy at [www.milduratravelandcruise.com.au/privacy-policy/](http://www.milduratravelandcruise.com.au/privacy-policy/)

### Limitation of Liability

We, our employees, related bodies corporate, directors or Agents are not liable to you in contract, tort or otherwise for any injury, damage, loss (which includes consequential loss), delay, addition expense, inconvenience or for any cause of action which arises from or is incidental to any act, omission or default which occurs in connection with the services which we provide to you. In circumstances where our liability cannot be excluded but may be lawfully limited then our liability is limited to the extent that it is able to be limited under the permissible law. The Agent is not liable for Force majeure or any other event which is beyond the Agent's control of which is not preventable by the Agent.

### Initial Here

### Force Majeure

Neither the Agent nor the Supplier will be liable where severe weather or other disasters prevent scheduled arrangements occurring or flights departing. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, government acts, or missions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy. For avoidance of doubt, Force Majeure shall not include financial distress nor the inability of either party to make a profit or avoid a financial loss, changes in market prices or Conditions, or a party's financial inability to perform its obligations hereunder. In the event that a Force Majeure applies, you will be bound by the Supplier's Terms and Conditions.

### Governing Law

In any dispute arising between you and us the laws of the State of Victoria will apply. All actions of this Agency are governed and protected by Australian Law. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

### Marketing

Please indicate if you DO NOT wish to receive offers and other marketing materials from us. Otherwise you understand and consent to Mildura Travel & Cruise, and its associated entities sending you marketing material, including via electronic messages, relating to their and their partners' products and services from time to time.

### Acknowledgement

You acknowledge that you are 18 years of age or older and agree with the above Terms and Conditions. Additionally, you have read the Terms and Conditions of all suppliers or third-party service providers and agree to be bound by them. You agree that you are responsible for checking the accuracy of all

documents provided to you within 24 hours of receiving them throughout the booking process and upon receipt of final documentation. You warrant and acknowledge that you have accessed the Smarttraveller website for any and all specific needs in relation to your intended destination/s. You acknowledge and agree that correct passport and visa documentation is your responsibility. You agree that you have sufficient funds to pay for your requested travel services. If booking and signing for a third party, you have conveyed all of these Terms and Conditions to them.

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

***You are signing on behalf of all travellers on this booking***