

# TERMS & CONDITIONS

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## Booking Agreement

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### 1: General Provisions

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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. By submitting your payment for your invoice you agree to all terms and conditions outlined in your invoice and these terms and conditions.

References to “us”, “we” and/or “our” in these booking terms and conditions shall mean Botanic Ridge Travel.

These terms and conditions apply to bookings you make with our consultants (over phone or by email). We will rely on the authority of the person making the booking to act on behalf of any other traveler on the booking and that person will bind all such travelers to these terms and conditions.

The contract formed under these Booking Terms and Conditions is with us, and not any other party, such as FCTG or any travel service provider (such as an airline).

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### 2: Agency

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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 authorise 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. 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.

The relevant travel service provider’s terms and conditions can generally be accessed on their country-specific website. If you would like any assistance to access any travel service provider terms and conditions, if you are not sure which terms and conditions apply to your booking, or if you would like us to provide you with a full copy of the travel service provider terms and conditions, please contact Botanic Ridge Travel.

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### 3: Travel Documents

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Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a travel service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable, and/or subject to cancellation and/or other change fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder.

Your name on your passport, visa and other travel documents must all be identical. An incorrect name on a booking may result in an inability to use that booking, the booking being cancelled, and the application of additional change and/or cancellation fees. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. It is your responsibility to collect all travel documents from us prior to travel. As a general rule your travel documents will be available for collection 2 weeks prior to your departure date, however this will depend on your individual arrangements. Please contact us to confirm when your travel documents will be ready for collection.

Please ensure you read your travel documents carefully for details on baggage allowances as these can vary from airline to airline and country to country. Excess baggage (if your airline allows it) can be expensive and is your responsibility. We will not be liable for any expenses, fees, penalties, costs, liabilities, damages or losses associated with baggage allowances and excess baggage.

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### 4: Travel Insurance

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We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Your insurance protection should at least include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances should be produced to us on request. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. We can provide general information to you about travel insurance. For details of the services that travel insurers provide, including a quote, please refer to the travel insurer's Financial Services Guide ("FSG")/Product Disclosure Statement ("PDS").

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### 5: Health

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You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel booking 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 before commencing your travel. General health advice for the destination you wish to visit is also available from DFAT (see [www.smartraveller.gov.au](http://www.smartraveller.gov.au)).

Whether any medical requests can be accommodated, including (without limitation) access to power, refrigeration and travelling with the use of mobility aids, is subject to the travel service provider in their sole and absolute discretion, and will often depend on a number of factors, including (without limitation) any modes of transport and local standards at the destination. All medical requests are beyond our control. While we will include all medical requests as a file note to the travel service provider, we cannot guarantee that your request will be accommodated. It is your responsibility to follow up with the travel service provider directly either at the destination or prior to travelling where possible.

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## 6: Liability

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To the extent permitted by law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure, supplier insolvency or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these Booking Terms and Conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

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## 7: Prices

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All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your consultant for up-to-date prices.

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## 8: Instant Purchase Rates

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Some product and/or service prices are 'Instant Purchase' due to the dynamic pricing of products and/or services and constantly changing availability, and so can only be secured if paid for in full immediately when quoted (and even once paid for by you in full, a product and/or service price may not be able to be secured for you, because the price (e.g. an airfare or a room-rate) may become unavailable in the short time period between your payment being processed by us and our booking systems being able to make the booking for you due to availability or changes in the travel service provider's booking and yield management systems). If this occurs, we will notify you immediately and provide you with reasonable alternatives or a refund as soon as possible. We do not represent or warrant that our prices or any sale airfares are identical to or cheaper than any prices or sale airfares that might be available direct from the airline, or that our in-store prices and sale airfares are identical to or cheaper than our online prices or sale airfares.

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## 9: Financial Arrangements

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We receive remuneration through commissions, financial incentives and other means (together, "financial arrangements") from booking travel and travel-related products and services on your behalf with third party travel service providers. We are not required by law to disclose the nature or value of these financial arrangements.

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## 10: Taxes

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Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports.

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## 11: Deposit and Final Payment

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You will be required to pay a deposit or deposits when booking. We will advise you of how much that will be. Subject to your rights under the Australian Consumer Law, all deposits are non-refundable for changes of mind or cancellations by you, or if the travel service provider's terms and conditions provide that your deposit is non-refundable. If your deposit is refundable, this is subject to us having received the funds from the travel service provider and/or being authorised by the travel service provider to refund your deposit. A deposit will secure your booking/seat, however prices quoted may change before you make the final payment. Final payment is required no later than 6 weeks prior to departure unless otherwise stated. Some products and/or services must be paid in full at the time of booking.

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## 12: Services Guarantees

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Our booking and advisory services come with guarantees under the Australian Consumer Law that:

- they will be provided with due care and skill;
- they will be reasonably fit for the specified purpose;
- they can reasonably be expected to achieve the desired result; and
- they will be provided within a reasonable time.

If we fail to meet any of these guarantees, you have rights under the Australian Consumer Law.

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## 13: Unavoidable or Extraordinary Circumstances

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In the event of unavoidable or extraordinary circumstances, a travel service provider may materially modify or cancel your booking as set out below.

In these Booking Terms and Conditions "unavoidable or extraordinary circumstances" means any cause outside a travel service provider's reasonable control which could not have been prevented or avoided even if all reasonable measures had been taken by the travel service provider (including, but not limited to, war, threat of war, riot, civil disturbances, industrial dispute, terrorist activity and its consequences, plague, epidemic, pandemic, infectious disease outbreak or any other public health crisis (including quarantine or other employee restrictions), natural or other disaster (such as volcanic ash or hurricanes or similar events), nuclear incident, fire or bushfires, adverse weather conditions (actual or threatened, including snow and fog), closed or congested airports or ports or other modes of transport, unavoidable technical problems with transport, unforeseen alterations to transport schedules, transportation disruptions or cancellations, domestic and/or international travel restrictions, changes to travel advisories and restrictions, changes to health advisories and quarantines, changes to immigration, labour and free-movement laws resulting from BREXIT, rescheduling of aircraft or boats or other modes of transport, changes to applicable laws and/or other government mandates (including evacuation orders and border closures), and similar events).

A material modification is one that has a serious impact on your booking and would cause substantial inconvenience to you (including a change of departure date, departure point or airport, or change of departure time of more than twelve hours).

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## 14: Cancellation due to Unavoidable or Extraordinary Circumstances

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If your booking is cancelled due to unavoidable or extraordinary circumstances, either the travel service provider will offer you a travel credit or we may, subject to any applicable hardship policy, offer you a travel credit for the full amount paid by you.

Travel credits are subject to our travel credit terms and conditions

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## 15 -Travel service provider Change and Cancellation Fees

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Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier.

All bookings are made on your behalf subject to the terms and conditions imposed by the travel service provider. If, for example, a travel service provider's terms and conditions contain a "no refund policy", we will only be able to provide you with the remedy provided by the travel service provider (if any), which may include a travel credit supplied by the travel service provider.

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## 16: Our Change and Cancellation Fees

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Subject to your refund and remedy rights under the Australian Consumer Law, the following change and cancellation fees apply to all bookings:

- Changes to Domestic bookings will incur a fee of \$33 per passenger per booking in addition to supplier fees.
- Changes to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$60 per passenger per booking in addition to supplier fees.
- Cancellations to Domestic bookings will incur a fee of \$150 per passenger per booking in addition to supplier fees.
- Cancellations to International bookings will incur a fee of \$300 per passenger per booking in addition to supplier fees.

These change and cancellation fees reflect the reasonable, direct and indirect costs, time and effort incurred or involved in us providing booking and advisory services to you, as well as processing and managing the changes to, or cancellation of, your booking.

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## 17: Change or Cancellation by Travel Provider

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To the extent permitted by applicable law, if your booking is cancelled by a travel service provider, the travel service provider will generally offer you in the first instance alternative travel arrangements of comparable standard if available (and will refund any price difference if the alternative is of a lower value), or a travel credit for the full amount paid by you. Alternatively, subject to the travel service provider's change or cancellation policy, the travel service provider may offer you a refund of all money paid by you in respect of the booking, from which the travel service provider and/or we will deduct any unrecoverable costs, and any applicable travel service provider fees and our applicable cancellation fees.

"Unrecoverable costs" means all reasonable, direct and indirect costs the travel service provider and/or we have incurred in relation to your booking, and includes amounts paid by us to other relevant travel service providers who are responsible for components of your booking and which may be non-refundable. For example, costs paid to overseas in-destination tour or transfer operators.

For instant purchase or non-refundable bookings, if your booking is cancelled by a travel service provider, subject to the travel service provider's change or cancellation policy, you may not be entitled to a refund, travel credit or other remedy from the travel service provider and/or us.

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## 18: Supplier Insolvency

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Without limiting section 2, for the avoidance of doubt in the event of a third party provider being unable to provide you with the product and/or service you have booked due to that third party provider becoming insolvent or being placed under external administration, subject to your refund and remedy rights under the Australian Consumer Law, we have no obligation to reimburse you for the cost of your booking, or for any loss or damage you may otherwise suffer as a result of any such insolvency or external administration.

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## 19: Special Requirements

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Please liaise with us regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access.

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## 20: Frequent Flyer or Other Loyalty Program

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Please let us know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. We cannot guarantee that the supplier of your frequent flyer or other loyalty program will credit you with points for your booking or provide you with any other particular benefit, including (without limitation) status credits or lounge access. It is your responsibility to check whether your booking is eligible for any such benefits.

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## 21: Schedule Changes

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We recommend that you contact the travel service provider to confirm your scheduled departure time 24 hours prior to your departure.

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## 22: Payments by Bpay and Bank Transfer

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Please note that BPAY payments take up to 3 business days to process. If you are paying by this method you will need to make the payment at least 3 business days prior to the actual due date. You must notify us of your payment.

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## 23: Modifications of these Booking Terms and Conditions

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We reserve the right to modify any of these Booking Terms and Conditions (including the Travel Credit terms and conditions) at any time without prior notice. If we make changes to any of these terms and conditions, we will post the amended terms and conditions on the website, applications, or services, which are effective upon posting. The applicable terms that apply are those in effect at the time you make a booking (including by using any Travel Credit) with us.

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## 24: Monies Not Held On Trust

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You agree and acknowledge that such monies paid by you to us will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies. All monies paid by you to us will be a debt due and payable to the travel service provider in accordance with the payment terms agreed with that travel service provider. Payment will generally be made to the travel service provider before the services to which the money relates are provided, however in some cases, payment will be made to the travel service provider once the services to which the money relates have been provided. In respect of monies paid for flights for an IATA airline, such monies might be held on trust for that IATA airline in accordance with the payment terms agreed with that IATA airline. In the event we still hold the monies, we can only provide you with a refund once we are authorised by the travel service provider to process your refund, subject to that travel service provider's change or cancellation policy.

All travel credits are subject to the following travel credit terms and conditions:

- a) Your travel credit (Travel Credit) will be valid for the period notified to you by us in writing when the Travel Credit is issued (Term). You may redeem your Travel Credit with us during the Term. Please note that we will continue to review the expiration date of the Term as we evaluate the impact of travel restrictions due to COVID-19.
- b) If at the expiration of the Term, you are unable to use any portion of your Travel Credit and you request a refund, we will gladly action this (subject to us having received the funds from the travel service provider, and having been authorised by the travel service provider to process your refund, subject to that travel service provider's change or cancellation policy). Please refer to your quote, tax invoice or itinerary (as applicable) for any change or cancellation fees that may apply.
- c) Where you made your original booking with us (in-person, over the phone or by email), the Travel Credit lies with us and will be accessible only through us when you rebook using your Travel Credit.
- d) A Travel Credit may be used for one or multiple future travel bookings and any balance will be held by us in accordance with these Travel Credit terms and conditions. 8
- e) Booking fees may apply when you make a booking using your Travel Credit, and you may be charged any applicable fees or charges imposed by any travel service provider you book your travel with through us.
- f) Once you have made a booking using your Travel Credit, the terms and conditions otherwise set out in these Booking Terms and Conditions will apply to that booking.
- g) Travel Credits: (i) are non-refundable during the Term but are refundable in full at the expiration of the Term; (ii) are non-transferable; (iii) are not cash or currency, and are not a stored value, gift card or store credit product; (iv) cannot be combined with other offers, vouchers or discounts; (v) cannot be redeemed for cash or credit, except where required by law or in accordance with these terms; and (vi) cannot be used or reissued past the Term except at our sole discretion. You may not purchase or sell Travel Credits and we do not sell Travel Credits. Travel Credits are our property until redeemed against a booking.
- h) If you initiate a credit card dispute or chargeback with your bank or credit card company for the return of the funds charged for your travel booking, you won't be eligible for a Travel Credit for such booking. To the extent permitted by law, we reserve the right to refuse, void, cancel, reject or hold for review your Travel Credit if we believe that you have initiated a chargeback for your travel booking and also elected to receive a Travel Credit despite the chargeback.
- i) By accepting a Travel Credit, you are agreeing that the Travel Credit is in lieu of any refund you might be entitled to receive in connection with cancelling your travel booking whether under the COVID-19 cancellation policy, our Booking Terms and Conditions, or applicable law. By electing to receive a Travel Credit and/or by using the Travel Credit you are agreeing to these Travel Credit terms and conditions.
- j) Subject to your rights under Australian Consumer Law, upon acceptance of a Travel Credit, you release us from any and all claims and liabilities, without limitation, relating to your travel booking, your inability to complete the travel booking, and/or any refund or compensation you might be entitled to in relation to cancelling your travel booking.
- k) Except where prohibited by law, we reserve the right to refuse, void, cancel, reject or hold for review any Travel Credit mistakenly applied in an incorrect denomination or applied or procured, directly or indirectly, in connection with fraudulent actions, fraudulent claims, compensation abuse or in connection with any violation of these Travel Credit terms and conditions or our Booking Terms and Conditions. We reserve the right to any remedy, including disqualifying you from participation in the Travel Credit offer, if we suspect or determine that you have committed fraud or otherwise violated the Travel Credit terms and conditions or our Booking Terms and Conditions.



All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. For international travel bookings, you must let us know if you have less than 6 months validity on your passport or if you do not have a machine-readable passport. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian passport which is valid for the relevant destination and transit point. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). If you need information regarding visas, passports and other travel document requirements for your trip, please let us know. We can provide you with general information only on visa and passport requirements that apply to international travel bookings you make with us. We can also obtain more specific information from an external visa advisory service provider on your behalf (if you wish, we can assist you to obtain visas through this external service and fees will apply). We do not warrant the accuracy or suitability of information provided by any external service provider and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

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27: ESTA AND ETA

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If you are travelling to the United States please see <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for their visa waiver program ("ESTA"). Australian passport holders will not be able to enter the United States without a valid ESTA (or visa). Please note, you may not meet the eligibility requirements of ESTA and may be required to obtain a visa.

If you are travelling to Canada please see <http://www.cic.gc.ca/english/visit/eta.asp> for important information regarding compulsory electronic travel authorization for visa-exempt foreign nationals ("ETA"). Australian passport holders will not be able to enter Canada without a valid ETA (or visa or permit) from 15 March 2016. Please note, you may not meet the eligibility requirements of ETA and may be required to obtain a visa or permit. We urge you to apply for an ESTA or ETA prior to booking an airfare if you have any concerns about whether or not you might be eligible for an ESTA or ETA.

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28: EMERGENCY ASSISTANCE

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in the event of Emergency in destination 24/7 - 7 days per week please contact Botanic Ridge Travel via What's App or Phone +6142730367. In the even that we cannot be reached our 24/7 global assistance team is available. This service is a paid service, please see fees below. In the even that you contact global assistance due to us not being available during the Emergency assistance, Botanic Ridge Travel will refund the service charge only to use this service. We will not refund and additional travel service provider fees we will also not refund calls to emergency assistance when you are not in an emergency in destination.

Global Assistance Fees:

- New Emergency Domestic and Trans-Tasman bookings will incur a fee of \$30 (including GST) per booking in addition to travel service provider fees;
- New Emergency International bookings will incur a fee of \$75 per booking in addition to travel service provider fees;
- Changes to Domestic/Trans-Tasman bookings will incur a fee of \$30 (including GST) per booking in addition to travel service provider fees; and;
- Changes to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$75 per booking in addition to travel service provider fees.



We are committed to protecting your personal information and agree to handle your personal information in accordance with applicable privacy, data protection, data breach notification and anti-spam laws ("Privacy Laws"). By providing personal information to us, you consent to us collecting, using and disclosing your personal information as provided in these Booking Terms and Conditions, in accordance with all Privacy Laws. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to service providers who perform services for us within and outside of Australia, including FCTG. Generally, we will only disclose your personal information to these entities and/or persons in connection with the facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any entity and/or person (including any overseas recipients), you agree that: (i) in the case of travel service providers or other recipients who are providing services directly to you, we will not be required to ensure that recipient's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information and you acknowledge and agree that your rights in relation to their handling of your personal information are governed by the contract between you and that recipient (which may include their privacy policy); and (ii) in the case of travel service providers who perform services for us, we will take reasonable steps to ensure that recipient's compliance with Australian privacy laws. Where we disclose your personal information to FCTG it will handle your personal information in accordance with its Privacy Policy which is available at [www.flightcentre.com.au/privacy](http://www.flightcentre.com.au/privacy). When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person and/or entity

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29: Governing Law

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If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts.

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30: Acknowledgement

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You acknowledge that you are 18 years of age or older and that you understand and agree with the above Booking Terms and Conditions.