

Terms & Conditions

1. General terms

Your access of our website or engagement with us (“**YLM Services**”) through email or phone represents your agreement to be bound by these Terms and are inclusive of any amendments which we (“**YLM Services**”) reserves the right to impose at any time.

Amendments to these Terms will take effect immediately from the date and time they are published on the website and will be incorporated into this page. Terms apply to all users of our site and services, including, without limitation, users who are browsers, vendors and customers.

2. Terms of Website Usage

Website content

You must not reproduce, duplicate, copy, sell, resell or exploit any written material, visual material or code on the website, including these terms and conditions, without express written permission from YLM Services.

All Product Listings are subject to revisions in accordance with any changes in prices.

3. Prohibited Uses

In addition to any other prohibitions as set forth in this Agreement, you are prohibited from using the site or its content:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances or local laws;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose.

YLM Services reserves the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

4. Third Party Links

Certain content, products and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us ("YLM Services"). We are not responsible for examining or evaluating the content or accuracy of any third-party materials.

We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party links.

Complaints, claims, concerns, or questions regarding third-party linked products should be directed to the third-party.

5. The Service

YLM Services provides an instalment arrangement for the customer's procurement of Travel Related Products (the Service). This service is governed by the terms of YLM Service Agreement.

Reference to 'Travel Related Products' in this agreement refers to travel products only. Travel products may include Airline Tickets, Hotel Accommodation, Tours and other Travel Related products.

The making and confirmation of Travel Related Products on the customer's behalf, are provided to customers by YLM Services as the service. This service is governed by the terms by our Service Agreement. YLM Services acts with your consent and direction to make and confirm your Travel Related Product and pay the Travel Provider, as if you had in fact procured it for yourself.

Any changes and amendments of Travel Related Products on the customer's behalf will incur a fee of up to \$100 per change, per booking, plus all applicable fees related to the Travel Provider. All change requests must be made in writing to info@ylmservices.com.au no later than 3 business days before intended travel.

Payment of the non-refundable deposit signifies your consent to be bound by the terms of our Service Agreement.

6. Service Agreement

The service agreement relates to the Travel Service offered on instalments, referring to the instalment's arrangement for the customer's procurement of Travel Related Products. The service agreement is provided to the customer prior to purchasing the travel related products.

By using our Service to purchase a Travel Related Product, you provide us with unconditional and irrevocable consent and direction to pay the Travel Provider on your behalf in exchange for your agreement and obligation to repay or pay to us in accordance with the Service Agreement, the agreed amounts (which may include any applicable taxes, duties or other related amounts charged by an Travel Provider) and on the dates outlined in your Payment Schedule, plus any additional applicable Fees, including Late Fees if you miss a repayment to us on or before the schedule date.

All prices quoted are in Australian dollars unless otherwise specifically denoted on the screen.

YLM Services makes no representation that airline price sales are identical to prices on individual airline sites that may exist from time to time.

YLM Services reserves the right for marketing and commercial reasons to modify prices at its sole discretion. In the case where the price of an applicable booking has increased by 10% or more due to reasons outside our control, we reserve the right to amend the remaining payment instalments by written notice to you. You may choose to cancel your booking thereby discontinuing your payments in which case you'll not be charged a cancellation fee and will be refunded any amounts paid.

7. Our Service Obligations

Our Service will allow you to buy your preferred Travel Related Product offered by your chosen Travel Provider.

We will provide you with a Payment Schedule at the time of quotation which will be customisable by you to the extent that you can choose:

- Whether to pay your instalments weekly or fortnightly;
- When you would like your instalments to start; and/or

How long you would like your instalment period to be (of up to 2 months).

YLM Services will, to the best of our ability endeavour to contact you should payments be missed, including via SMS, WhatsApp, email or phone.

We will not charge you a late fee, however, your financial institution may charge you a dishonour fee in the event of failed payments.

YLM Services does not issue credit, nor perform any credit checks. We offer payments via instalments (also known as Travel Now Pay Later) service only.

8. Obtaining your Travel Related Product

Upon receiving your confirmation via email, SMS or WhatsApp for us to book your travel related product, we will book and forward you the booking confirmations and you will be at liberty to access i.e., your flight information using your preferred Travel Provider platform.

9. Confidentiality and use of Personal Information

Your submission of personal information through our site or other contact channels such as SMS, email, voice, will be governed by the terms of our Privacy Policy.

We will only use your personal information to effect payments with our Third Party Provider and your Travel Related Product bookings with your chosen Travel Provider.

Your personal information will be stored on our secure platform only.

All payment information will be encrypted.

10. Customer Obligations:

You will provide us with a valid payment information for payment.

By entering an instalment arrangement with us you authorise us to debit the instalments from your Nominated Payment Option, at the amounts and dates set in the Payment Schedule.

Should any changes to your Nominated Payment Option occur, you agree to promptly update your payment information, including card numbers and expiration dates, so that we can complete your transactions. If payment details need to be changed, please contact our Customer Service Team at info@ylmservices.com.au

Where you wish to alter your Payment Schedule, you will notify us in writing, at least 48 hours prior to the scheduled payment. You acknowledge that any notifications that are received either within the 48 hours prior, on the day of or after the scheduled payment may not be cancelled or stopped. If you wish to alter your Payment Schedule, please contact us.

You are responsible for ensuring there is sufficient funds available through your Nominated Payment Option. Where a scheduled payment has failed, you are required to contact us to rectify the failed payment. If you do not rectify the failed payment before the next payment date, you acknowledge that you may incur additional default fees.

You agree to allow our third-party payment provider to deduct funds from your Nominated Payment Option. If the third-party payment provider is unable to deduct funds from your Nominated Payment Option, you acknowledge that it will continue to attempt to deduct those funds until the payment has been completed or your booking has been cancelled.

11. Personal Information

You agree to provide current, complete and accurate account information. You agree to promptly update your account and other information, including your email address, phone numbers and identification details so that we can complete your transactions and contact you as needed.

12. Right to refuse service and terminate

If your booking is terminated because of two missed payments, a cancellation fee will apply as follows:

- A reasonable service charge fee, plus:
- Any payments made on your behalf to third party suppliers to the extent that such payments are non-refundable to us by the third-party supplier.

YLM Services reserves the right to deduct any outstanding money owed from payments you have already made.

If your paid instalments do not cover the termination fee, YLM Services is entitled to recover the outstanding amount as a debt owed.

If you are struggling with your instalments or are experiencing financial hardship, please contact our team at **1800 950 808** to discuss your available options.

YLM Services reserves the right to refuse service to anyone, for any reason, at any time.

13. Booking and Arranging Travel Related Products

Entering your booking details

We make your travel arrangements in accordance with the details you provide to us.

If you become aware of any error or omission in booking details, you must notify us as soon as practicable.

Should errors or omissions be made by reason of an error or omission made by YLM Services, any charges incurred will be borne at our expense.

Any charges incurred by reason of an error or omission on your behalf will be borne by you. This includes, but is not limited to:

- Total number of people travelling
- First and last names of all passengers as they appear on valid government-issued documents.
- Ages of all passengers as they appear on valid government-issued documents.

14. Obtaining additional travel features/products/services

You are required to bear the costs for any additional products or services in relation to your Travel Related Product that is not expressly stated as being included within the quote you receive from us.

Prices quoted and charged by us do not include personal expenditure such as travel insurance, emergency evacuation costs, drinks, excess baggage, passport & visa fees, gratuities, and vaccination costs.

15. Travel Provider cancellations, changes, overbookings and delays

You acknowledge that we are not responsible for any revisions your chosen Travel Provider may make to your booking. All bookings are subject to supplier availability and should a Travel Provider make changes to your booking, which can occur at any time, we will make reasonable attempts to advise you of your options.

You acknowledge, as if you had procured the travel related product yourself, that you are responsible for reorganising your travel arrangements and bearing the relevant costs, subject to any arrangement or terms and conditions offered to you by your Airline or Insurance Provider, should you miss your flight or should your Travel Provider cancel, delay or overbook your chosen travel arrangement.

If a Travel Provider cancels your travel product, YLM Services will only be liable to provide a refund to you to the extent that YLM Services receives a cash refund from the relevant Travel Provider. Where cash refunds are due to you from a Travel Provider, YLM Services reserves the right to deduct a fair and reasonable fee for the provision of our services.

If a Travel Provider cancels your travel product, they may offer travel credit with the Travel Provider in accordance with their terms and conditions. While we do not control these commercial terms, YLM Services will provide reasonable assistance to convert your flights into airline credit, that can be redeemed with the Travel Provider.

16. Refunding and/or Cancelling Travel Related Products

It is your responsibility to notify us as soon as possible of a cancellation, or intention to cancel, the Travel Related Product. Cancellations can be made at any time, but please note that cancellation fees will apply.

All cancellation requests must be made in writing no later than 3 business days before travel. Cancellation requests cannot be accepted over the phone.

YLM Service cancellation fees apply, plus:

100% of any payments made on your behalf to third party suppliers to the extent that such payments are non-refundable to us by the third-party supplier.

Once the Travel Provider has issued a refund, we will issue a refund to your Nominated Payment Option.

17. Travel Provider Insolvency

Should a Travel Provider enter voluntary administration, declare bankruptcy or commit an act of insolvency, you acknowledge that we have no control over whether the Travel Provider will complete the transaction, nor can we ensure you will be able to recuperate money from the Travel Provider.

YLM Services will only be liable to provide a refund to you to the extent that it receives a refund from the relevant Travel Provider.

You acknowledge that the obligation to repay us the agreed amounts on the dates outlined in your Payment Schedule remains, even in the event of a Travel Provider becoming insolvent or entering in voluntary administration, subject to our discretion.

18. Your Consumer Rights

As a consumer, you have certain rights under consumer protection legislation (Consumer Rights). These Consumer Rights include:

Statutory guarantees under the Australian Consumer Law that goods will be of acceptable quality, match their description and be fit for any purpose made known to the consumer, and that services supplied will be provided with due care and skill and be reasonably fit for any specified purpose.

non-excludable implied warranties that financial services will be provided with due care and skill.

Nothing in this Agreement is intended to exclude, restrict or modify any of your Consumer Rights, including by limiting our liability or imposing liability on you in a manner which would be considered unfair under the relevant consumer protection laws.

19. No warranty

We do not give any express warranty or guarantee as to the suitability, reliability or availability of our Service, or Travel Providers, or of the content on our website.

Except as required by law, we do not guarantee continuous, uninterrupted or secure access to our Service, and we make no representations or warranties regarding the amount of time needed to complete processing of payments or refunds.

20. Limitations of Liability

We arrange your travel, which will be provided by other suppliers. YLM Services does not itself provide the transport, accommodation, meals or other facilities described on this website that you may receive on your travel, all of which are provided by air and land carriers, cruise operators, hoteliers or suppliers of other services as principals.

We bear no responsibility as an intermediary and cannot be held responsible in case of damage caused to you by any of our suppliers.

21. Termination

This Agreement is effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us in writing that you no longer wish to use our Services, or when you cease using our site.

Any obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

These terms and conditions or operating rules posted by us on this site or in respect to the Service constitutes the entire Agreement and understanding between you and us and governs your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

If any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

22. Dispute Resolution

In the event of any dispute under this Agreement the parties agree to negotiate in good faith to resolve the dispute.

Any dispute or difference whatsoever arising out of or in connection with this Agreement, which cannot be resolved by the parties, shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia, Mediation and Conciliation Rules.

23. Governing Law

The agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria.

24. Contact Information

Questions about this agreement or any Terms of Service should be sent to info@ylmservices.com.au