



## BOOKING TERMS AND CONDITIONS

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### IMPORTANT

Please read these Terms and Conditions" (Booking T&Cs) carefully, as they contain important information about your legal rights, remedies, and obligations.

By making any booking for Travel Products with Travelling, you agree to comply with and be bound by the following Terms and Conditions.

Do not make any booking unless you understand and agree with the following Booking T&Cs and any other terms and conditions of the Travel Provider (Supplier) relating to the Travel Products you buy from us (Travel Provider T&Cs). You should read all of the relevant Travel Provider T&Cs before acquiring Booking & Advisory Services from us.

These Booking T&Cs are not intended to exclude, limit or modify any rights that you have under the Australian Consumer Law, but we do not give any guarantee or warranty, and do not make any representation of any kind, express or implied, with respect to the use of our Website or the Booking & Advisory Services supplied in addition to those rights.

## 1. Definitions

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"We" and "us" means The Bevan Trust ATF Jenny Bevan Travel Services trading as Travelling, ABN 81 916 078 539.

"You" or "your" means any person who acquires the Booking & Advisory Services by a face to face meeting, email, telephone or other means, including any person who acquires a Travel Product (whether or not the Booking & Advisory Services were acquired by you on behalf of another person or by another person on behalf of you).

"Booking & Advisory Services" means services provided by us to you in assisting you to acquire a Travel Product from a Travel Provider and includes advisory and consulting services and facilitation of your purchase from one or more Travel Providers.

"Travel Provider" or "Travel Providers" means the company or person who provides you with the Travel Product such as airlines, tour and cruise operators, car hirers and accommodation providers. This may also include ticket consolidators and wholesalers that we use to facilitate travel with the Travel Provider.

"Travel Product" means the service or product provided by a Travel Provider, such as flights, cruises, accommodation, touring, ground transport and travel insurance.

## 2. Key Terms

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### 2.1 Agency

- a) We are a travel agent. We sell Travel Products on behalf of Travel Providers.
- b) When we provide Booking & Advisory Services and once you have confirmed your booking with us, you will have a contract with us in relation to the Booking & Advisory Services and a contract with the relevant Travel Provider(s). Subject to your rights under the Australian Consumer Law, your rights to amend or cancel your booking and any right to a refund will be governed by the relevant Travel Provider T&Cs and these Booking T&Cs.
- c) A summary of the Travel Provider(s) change and cancellation conditions will be provided. These may be listed on your itinerary or provided via email or by providing you with links to the Travel Providers T & C's. If you are not sure of the Travel Provider Terms and Condition or if you would like a full copy of the Travel Provider Terms and Conditions, we will provide this to you upon request.

## 2.2 Liability of Agency and Limitation of Liability

- a) Your legal rights in connection with our provision of Booking and Advisory Services are against us.
- b) Subject to your rights under the Australian Consumer Law, 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:
  - (i) any failure or delay on the part of the Travel Provider or any third party in relation to the supply of Travel Products to you.
  - (ii) any acts or omissions of Travel Providers or third parties in the course of supplying Travel Products (including any liability in contract, tort or otherwise, for any direct, indirect or consequential injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any Travel Provider and including but not limited to lost profits or savings or damages for disappointment).
  - (iii) any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.
  - (iv) use of (or inability to use) our website or any linked website;
  - (v) disruption to our Website.
  - (vi) the delivery or non-delivery of the Travel Product; or
  - (vii) any act or omission of Travel Providers or other third parties.

## 2.3 Liability of Travel Provider

- a) Your legal rights in connection with the provision of the Travel Product are against the Travel Provider.
- b) You pay the Travel Provider (via us as the Agent) for providing the Travel Product to you. Once you have acquired Booking & Advisory Services from us, the Travel Provider will provide you with the Travel Product on the relevant Travel Provider T&Cs.
- c) The Travel Provider is the supplier of the Travel Products and is responsible for any express or implied guarantees in relation to the supply of the Travel Products.
- d) All information, including but not limited to representations that a Travel Provider makes on its brochures, relating to the Travel Provider or a Travel Product is provided by the 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 Travel Providers.

## 2.4 Authority

- a) You are solely responsible for the suitability of any Travel Product that you purchase. We are not liable for any inconvenience caused or expense incurred as a result of any unsuitability of the Travel Product, subject to your rights under the Australian Consumer Law.
- b) We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking (regardless of whether other travellers have made separate payments) and that person will bind all such travellers to these Booking T&Cs and to the Travel Provider T&Cs.

### **3. Fees & Commissions**

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#### **3.1 Fees**

- a) We charge certain fees for providing Booking & Advisory Services to you.

These fees represent the work done to arrange the Travel Product and liaise with Travel Providers. The fees are applicable even if the Travel Product is not used and/or the Travel Product is cancelled by you or the Travel Provider, subject to your rights under Australian Consumer Law.

[Please click here for our full schedule of fees](#)

#### **3.2 Commissions**

In addition to the Booking & Advisory Services fee, we may receive commissions, fees, gifts or financial incentives from Travel Providers in respect of your booking.

#### **3.3 How are funds held?**

Any funds received from you will be held in our client account until such time as remitted to the Travel Provider. A portion of your payment may include a commission component that we will retain until your travel is taken.

- a) Where we charge you a service fee or other fee detailed in our Schedule of Fees, these amounts are non-refundable (subject to any rights you may have under the Australian Consumer Law).

### **4. Booking Terms**

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4.1 Travel Products are subject to availability and can be withdrawn without notice by the Travel Provider. Travel Products may also change at any time in accordance with the relevant Travel Provider T&Cs. Subject to any rights you may have against us in relation to our supply of Booking & Advisory services to you, we are not responsible for any withdrawal of Travel Products or changes made by a Travel Provider. Prices for Travel Products are not guaranteed until you have made a booking with us and received communication from us and the Travel Provider that your booking is confirmed.

4.2 When you make a booking, you must provide accurate and complete details of each traveller, and according to their passport or other identification document. It is your responsibility to ensure that all details of the booking are complete and correct for all passengers before proceeding. Some 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. This could result in the booking being forfeited. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's name or if you do not comply with the Travel Provider T&Cs.

### **5. Payment Terms**

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#### **5.1 Deposits**

You will be required to pay a deposit or deposits for your booking. The deposit amount varies depending on the Travel Product and lead in time to your travel departure date. In some instances, full payment is required at the time of booking. We will advise you of the funds required to secure the travel arrangements at the time of booking.

All deposits are non-refundable for changes of mind or cancellations by you subject to your rights to a refund or other remedy under the Australian Consumer Law.

#### **5.2 Final payment of balance due**

- a) Final payment is required as advised at the time of booking – subject to the requirements by the relevant travel provider.

- b) Any failure by you to make payment of the Travel Product in full by the due date may result in your booking being cancelled and the forfeiture of any deposit you have made.

### 5.3 Currency

- a) Unless otherwise stated, payments are in Australian dollars. Payments processed in foreign currency (currency other than the original cardholders' country of issue), may incur a currency conversion fee.
- b) All pricing is inclusive of goods and services tax (GST), or other such value added taxes, where applicable. Other taxes may apply upon check-in.

### 5.4 Payment methods

We accept the following payment methods:

Payment Method	Processing Fee
Credit Card	Visa (an additional 1.4% applies)
	Mastercard (an additional 1.3% applies)
	American Express (an additional 1.8% applies)
Direct Deposit	No charge

\*\*Payments made by way of cheque or direct deposit may require up to five (5) business days to process.

## 6. Cancellation and Amendments

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### 6.1 Cancellations

- a) If you cancel your Travel Product, your right to a refund is subject to relevant Travel Provider T&Cs and any rights that you may have under the Australian Consumer Law. It is not within our power to decide whether you will be eligible for a refund for the cost of the Travel Product from the Travel Provider.

### 6.2 Fees

- a) If you cancel your Travel Product, or amendments to your booking are otherwise required, we charge cancellation and amendment fees as referred to in Clause 3.1 above. These fees reflect the work required to cancel the Travel Product and reflects our best pre-estimate of the costs that we will incur in managing this process. However, we will not charge a cancellation or amendment fee if you cancel or amend your booking due to a breach by us of our obligations to you or if the cancellation or amendment is required due to our error.
- b) The Travel Provider may also charge cancellation and amendment fees in accordance with the relevant Travel Provider T&Cs. These fees will be in addition to the fees charged by us. We are not liable to you for any cancellation fees, amendment fees, or refusals to refund made by the Travel Provider, subject to any rights you may have against us under the Australian Consumer Law.

- 6.3 We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent. In such circumstances, we will attempt to contact you using the email address you provided at the time of booking, or via your bank. In the event we are not able to contact you or your bank, we may cancel your booking with no liability whatsoever, subject to the Australian Consumer Law. In the unlikely event that your booking has to be cancelled, subject to the relevant Travel Provider T&Cs, a full refund will be made of all monies previously paid to us to the person(s) who originally paid for the booking (less any fees charged by us under these Booking T&Cs. .

## 7. Refunds

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### 7.1 Entitlement to a refund

- a) Your entitlement to any refund will depend on the relevant Travel Provider T&Cs, which will apply subject to any rights you may have under the Australian Consumer Law.

- b) We strongly recommend that you read and understand **these Booking T&Cs and all relevant Travel Provider T&Cs**, before making the booking. Your booking may be non-refundable.

## 7.2 Requesting a refund

- a) Where applicable, the Booking and Advisory Services we supply include assistance with refunds. Subject to any restrictions in the Travel Provider T&Cs, you can make a request for a refund from a Travel Provider by contacting us .
- b) If your refund request is granted by the Travel Provider, the amount of refund will be the amount paid less any fees charged by **Us** (see clause **3.1**) and fees charged by the Travel Provider in accordance with the relevant Travel Provider T&Cs.
- c) If the Travel Provider is required to or otherwise agrees to provide you with a refund for the Travel Product, we will facilitate the refund between the Travel Provider and you. Once we have received the refund from the Travel Provider, we will pass it on to you as soon as practicable.

## 7.3 No shows

- a) If you have a booking with us in relation to a Travel but you do not show up to check-in or otherwise do not avail yourself of the Travel Product, you will not be entitled to any refund from us, subject to any rights you may have under the Australian Consumer Law.

# 8. Changes in Price and Itineraries for Travel Products

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## 8.1 Price changes

- a) You should check all prices for Travel Products with us before acquiring Booking & Advisory Services. The Price of the Travel Products is not fixed until you receive confirmation from us that your booking is confirmed.
- b) In the event that the Travel **Provider** adds **surcharges, fees or taxes** in relation **to** your booking after **you** have booked **your Travel** Products with us, we will advise you of the proposed price increases. If you do not wish to incur the additional charges, **you may cancel the Travel Product**.
- c) In case of an obvious error (including any error in electronic labelling, error in data entry, error of calculation or clerical error) resulting in the display of a price which has obviously been displayed by mistake, we reserve the right to cancel your reservation. You will be informed of this as soon as possible. In any case, to the extent permitted by law, you will not be entitled to claim compensation from us on the grounds of the cancellation or the related costs, if any, that have been incurred due to an erroneous reservation which has been cancelled.

## 8.2 Other changes

- a) If a **Travel** Provider changes any part of your booking for reasons beyond its control, for example, **due to scheduling issues or overbooking** we will use our reasonable endeavours to notify you. If any such changes result in your Travel Product being materially different, then you may cancel the Travel Product and we will refund any monies already paid subject to the **relevant Travel** Provider's **T&Cs**, less any fees charged by us under these **Booking T&Cs and at all times subject to any rights or remedies you may have under the Australian Consumer Law**.
- b) It is your responsibility to re-confirm all flight departure times with the relevant **Travel** Provider, prior to departure. We will not be liable for any costs incurred as a result of you missing any flight due to **your failure to check your** itinerary prior to departure.

# 9. Force Majeure

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- 9.1 Subject to any rights or remedies you may have under the Australian Consumer Law, we will not be liable for any failure or delay in providing you with Booking & Advisory Services in relation to Travel Products that is due to events beyond our control, including, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national

strikes, fire, explosion, generalised lack of availability of raw materials or energy (**force majeure event**).

9.2 For the avoidance of any doubt, a force majeure event shall not include:

- a) your (including third parties you may be booking for) financial distress nor the inability of you (including third parties you may be booking for) or us to make a profit or avoid a financial loss;
- b) changes in market prices or conditions; or
- c) your (including third parties you may be booking for) financial inability to perform your (including third parties you may be booking for) obligations hereunder.

9.3 If a force majeure event occurs that affects your booking, your entitlement to a refund, credit or re-scheduled travel booking will depend on the relevant Travel Provider T&Cs and will at all times be subject to any rights you have under the Australian Consumer Law.

9.4 If your booking is impacted by a force majeure event and you are entitled to a refund from the Travel Provider, we will facilitate this refund to you as soon as reasonably practicable.

9.5 For the avoidance of any doubt, in the circumstance that a force majeure event occurs the following fees are non-refundable (subject to any right to a refund you may have under the Australian Consumer Law):

- a) the service fees paid to us in respect of your booking (referred to at clause 3.4 above); and
- b) any other fees referred to in our Schedule of Fees.

## 10. Your Obligations and Warranties

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10.1 You warrant and acknowledge to us that:

- a) you are at least eighteen (18) years old and have the power, capacity and authority to enter into a binding contract with us and the Provider;
- b) you have sufficient funds to pay for the Booking & Advisory Services and the Travel Product;
- c) you have read and understood these Booking T&Cs and if booking on behalf of third parties, you understand that their booking is subject to these Booking T&Cs and all relevant Travel Provider T&Cs;
- d) the information you provide us about you and third parties is true, accurate, current and complete (apart from any optional items) as required by any registration process;
- e) you will maintain and promptly update this information to keep it true, accurate and complete;
- f) you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover;
- g) you have accessed [www.dfat.gov.au](http://www.dfat.gov.au) and [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) for information specific to your intended travel destination; and
- h) you will use the Booking & Advisory Services in accordance with these Booking T&Cs and you will not use the Booking & Advisory Services in any way to breach any laws or defame any person.

## 11. Passports, Visas and Health Requirements

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11.1 It is your responsibility to ensure that you have the required documents, including passports and visas, before travelling to a destination. For more information please log on to [www.dfat.gov.au](http://www.dfat.gov.au) and [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au). It is your responsibility to check with the respective Embassy or Consulate of each country that you are travelling to as many destinations require visas for both Australian and non-Australian passport holders. We recommend that you log on to [www.visalink.com.au](http://www.visalink.com.au). It is your responsibility to ensure that you have at least six (6) months validity on

your passport from the date you return from your departure.

- 11.2 We recommend that you visit the Department of Foreign Affairs and Trade's (DFAT) websites at [www.dfat.gov.au](http://www.dfat.gov.au) and [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) for information relating to safety alert levels of your intended travel destination
- 11.3 It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. It is your responsibility to contact your local doctor to receive advice on any health requirements. Please note that vaccinations may be recommended before your travel departure date.

## **12. Travel Insurance**

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- 12.1 Your safety and enjoyment is important to us and we strongly recommend that you and any third parties you may be booking for obtain an appropriate travel insurance policy. A travel insurance policy may help cover any costs associated with cancellations, medical and repatriation expenses, personal injuries or accidents, death, loss of personal baggage or money, and personal liability insurance.
- 12.2 It is your responsibility to ensure that you are adequately protected by an appropriate travel insurance policy. We recommend you refer to the Australian Government advice on SmartTraveller in relation to travel insurance.

We act as a distributor for a several travel insurance providers. We receive a commission, which is a percentage of your premium, when you purchase a policy from us.

## **13. Ticketing**

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- 13.1 For international and domestic bookings, documentation will be issued upon payment and completion of the booking process. All travel documentation will be available for collection at least one week] prior to departure when possible.
- 13.2 For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. In some instances, an e-ticket for flights selected may not be able to be issued. Bookings that cannot be issued with an e-ticket will have to be changed to comply with e-ticket regulations. All other travel documentation, such as hotel booking confirmations, will be emailed to the email address you provided as an e-document. Should the Provider issue paper vouchers, these will be posted to the address you provided).

## **14. Frequent Flyers and Special Requests**

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- 14.1 Please advise your consultant of your Frequent Flyer membership details for inclusion in your booking. We do not offer advice on Frequent Flyer eligibility on flights that we advertise or that you have booked. For more information on whether your airfare is eligible for Frequent Flyer rewards, you must contact the Travel Provider directly. We do not take any responsibility should a Travel Provider fail to register your trip. We recommend that you retain copies of your airline ticket and boarding pass as a record.
- 14.2 We will communicate any special requests that you have in relation to your Travel Product(s) but we make no guarantee that the Travel Provider will accommodate them.

## **15. Website and Links**

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- 15.1 We may at any time modify these terms and conditions and the changes will come into effect once they are uploaded onto our Website.
- 15.2 The applicable terms that apply to you are the Booking T&Cs that were in effect at the time you made your booking with us.
- 15.3 You acknowledge that the inclusion of links on our Website is not intended as an endorsement or recommendation of any linked website or its content of such sites. We do not guarantee that our Website or any linked website will be free from viruses, or that our Website or any linked website will be uninterrupted.

- 15.4 We reserve the right to correct any errors in rates or content quoted or calculated for any Travel Product, with immediate effect. We will use our reasonable endeavours to notify you of such corrections.

## **16. Privacy**

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- 16.1 You acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy [[www.mainbeachtravel.com.au](http://www.mainbeachtravel.com.au) & [www.flycruise.com.au](http://www.flycruise.com.au)]. The terms of our Privacy Policy are incorporated into these Booking T &Cs.

## **17. Jurisdiction and Governing Law**

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- 17.1 All matters arising out of or in connection with the use of our Website and all of these Booking T&Cs are governed by the laws of Queensland, Australia. By accessing this Website, and by acquiring the Booking & Advisory Services, you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of Queensland, Australia.

## **Privacy Notice**

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Travelling collects your personal information to enable us to provide you with the Booking & Advisory Services and the Travel Products, including assisting in arrangements with suppliers (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 partners' products and services. Your information may be shared between staff within the Travelling office and disclosed to suppliers, Travel Providers, our website manager, our contractors and others where authorised or required by law