

# General Terms & Conditions:

## 1. Deposit:

A minimum deposit of 20% plus airfares per person is required to confirm your reservations. The reservation deposit is non-refundable. Payment of your deposit will be deemed as you accepting these terms and conditions. If you are booking an early bird, advanced purchase or discounted fare your deposit terms may vary from our standard 20% deposit plus airfare per person. At the time of booking your consultant will advise you of such changes and provide to you the revised payment terms to reflect the payment terms associated with these discounted fares. For example if you are booking a Great Southern Rail discounted advance purchase fare aboard the Ghan, Ghan Expedition or Indian Pacific the fare is fully non refundable and requires payment in full at the time of booking. You will not seek to reverse the reservation deposit if any travel service provider is unable to provide the services for which you have contracted.

## 2. Final payment:

The balance for all bookings is due 90 days prior to travel.

2.1 If you have not paid by the due date we may cancel your arrangements and retain your deposit.

2.2 Credit card payments are accepted with fees applicable.

Credit card surcharges of 1.2% for Visa & MasterCard, 2% for American Express, and 3% for Diner's Club will apply when paying by credit card. Debit card surcharges of 0.7% for debit card Visa and MasterCard will apply when paying by debit card.

To avoid the payment of credit card fees, EFT transfers and cheques are accepted, however the funds must be cleared into the nominated Holidays of Australia bank account by the due date of the final payment.

## 3. Late bookings:

Reservations made within 90 days of departure will only be accepted if the total value of the arrangements is paid in full at the time of booking, this also secures payment of any cancellation fees imposed if the booking is subsequently cancelled by you. In the event that we are unable to confirm your requested arrangements your payment will be refunded in full.

## 4. Cancellations by you:

Cancellation of a booking, or part thereof, will incur the following fees plus any additional supplier charges. Once travel has commenced, no refunds will be made for any unused service. All flights are non-refundable and changeable subject to fees and applicable fare rules.

| Cancellation period prior to departure | Cancellation fee as % of total package value |
|--|--|
| 91+ days                               | Loss of deposit                              |
| 90 days and less                       | 100%   |

## 5. Changes by us:

At the time of booking in the event we have to change any component to your itinerary due to schedule changes, unavailability or price increase due to supplier charges your package will be re-priced accordingly and you will be notified. In almost all cases, significant changes to your itinerary and even the cancellation of one or more parts of your holiday package will be due to factors which are outside our control, given we are not ourselves a provider of travel services. We will notify you of changes to your booking as soon as we can. We cannot accept any liability or pay any compensation where the services we have promised to arrange are significantly modified or cannot be provided at all or as promised as a result of circumstances which are outside of our control. We reserve the right to amend your travel documents if they do not match your booking due to our error or omission.

## 6. Changes by you:

We reserve the right to charge a minimum amendment fee of SAUD \$100 per person on international and domestic bookings for each change to a confirmation of booking. This will be in addition to any charges imposed by the travel supplier/wholesaler.

In the case of a name change on a booking please note that many travel supplier/wholesalers treat passenger names changes and itinerary alterations as a full cancellation and as such these changes can incur full cancellation charges. In the case of a name change being permitted, a name change fee of \$250 per person will apply plus any supplier charges for this change.

## 7. Itinerary and Fares:

Rates and details are valid at the time of printing however, these can be subject to alteration and we reserve the right to alter fares in the case of unforeseen circumstances without notice.

## 8. On board currency and on board purchases:

We cannot accept responsibility for any advice in relation to the currency used on board cruise ships or the methods of payment of on board purchases. You are solely responsible for making your own enquiries in relation to the currency used on board cruise ships and the methods of payment of on board purchases.

## 9. Airfares:

Where airfares have been included in itineraries, they are based on lead in economy fares based on the best availability at the time of packaging. In the event that fares have increased an additional payment will be required. Fares include check-in luggage and inflight dining and entertainment where applicable. Should you require certain facilities or have a preferred airline please discuss this with your consultant at the time of booking.

## Flight Booking, Change and Cancellation Fees

### Booking Fees – Flights Only:

The following booking fees apply to flight only bookings:

· Domestic and Short Haul International (flights under 5 hours) bookings will incur a booking fee of \$50.00 per person in addition to the applicable credit card surcharge.

· International flight bookings will incur a booking fee of \$75.00 per person in addition to the applicable credit card surcharge.

The above booking fees are non-refundable for changes of mind or cancellations by you (subject to your rights under Australian Consumer Law).

### Our Change and Cancellation Fees – Flights:

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

· Domestic and Short Haul International (flights under 5 hours) bookings will incur a cancellation fee of \$50.00 per person in addition to any cancellation fees charged by the supplier.

· International flight bookings will incur a cancellation fee of \$75.00 per person in addition to any cancellation fees charged by the supplier.

## Supplier Change and Cancellation Fees - Flights:

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 the amount of 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.

## Taxes:

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.

## Frequent Flyer Flight Redemption Charges:

The following charges will apply for bookings made using airline loyalty programs/points redemption tickets.

Domestic Business/Economy: \$50 per person per ticket

International Business/Economy: \$100 per person per ticket

## 10. Hotel check-in procedures:

When checking into hotels it is common procedure to present valid photo identification on arrival. Many hotels may also require a credit card pre-authorisation upon arrival as a security bond to cover any incidental expenses incurred during the stay (please note: the amount charged will vary, however some hotels will charge AU\$100 per night upwards as a security bond). Cash is not accepted as a payment for the security bond.

## 11. Travel Insurance:

We strongly recommend that passengers have their own travel insurance against illness, injury, loss/damage to personal belongings, cancellation charges and not being able to travel on the confirmed departure date.

For many of the holidays provided by Holidays of Australia and the World, travel insurance is compulsory for our guests to protect them in case of cancellation, illness or other unforeseen events that could impede travel. At the time of booking your consultant will assist you in providing to you a quote for travel insurance. In most instances and with our volume discounts that we receive we can pass on to you rates which will provide you considerable savings on your travel insurance requirements.

Should you decline to take out travel insurance with Holidays of Australia and the World we reserve the right to request that you sign a waiver advising us that you have declined insurance notwithstanding our advice. We also reserve the right to request a copy of your insurance policy prior to travel (should you choose not to take out a policy endorsed by Holidays of Australia and the World). Furthermore we strongly recommend that you do not rely on policies that are connected to credit cards such as VISA, MasterCard and American Express cards as often these policies are not as comprehensive, flexible or suitable for your travel needs and are not recommended by Holidays of Australia and the World.

## Travel Insurance Claims Support Fee:

For clients that have taken out a travel insurance policy through the preferred suppliers of Holidays of Australia and the World no documentation support fees will apply to assist with any claims that you may have. In the case of clients that have not taken out an insurance policy through Holidays of Australia and the World a fee of \$50 per person, per claim will apply for the provision of documentation required in order for a claim to be lodged.

## 12. Passports:

When travelling internationally, you are required to have a valid passport to show upon departure and arrival of your journey. Often this requires at least 6-12 months validity past your return date to Australia depending on your destination. Please ask your consultant for further clarification at the time of enquiry. You are solely responsible for meeting necessary passport requirements and paying all associated costs.

## 13. Visas:

Depending on diplomatic relations, some countries will require you to obtain a visa in order to stay in the country. Even if you are just stopping over for a few hours, some countries will require you to have a visa if you wish to leave the airport. To find out if you require a visa for your international stay and how to apply for one, refer to the destination's consulate or embassy, your consultant or visit Visa Link online <http://visalink.com.au>. You are solely responsible for meeting necessary visa entry requirements and paying all associated costs.

## 14. Concessions:

Please note: To receive concessional travel fares, Great Southern Rail is required to confirm your eligibility for the concession electronically with Centrelink. If you do not want this to happen you will need to contact Centrelink or the Department of Veterans' Affairs (DVA) to obtain a Pension Concession Letter as proof of your eligibility for the concession and provide this directly to Great Southern Rail before the concession can be given. To qualify for Concession Fares, Australian Pensioner, Commonwealth Seniors Health Card or state issued Seniors Card must be presented at the time of booking must be valid as at the time of bookings and travel and must be carried at all times during travel. Not all sectors are included in arrangements for the funding of concessions. Funding for concessions may be withdrawn subsequent to the printing of this document and any rates quoted may therefore change without notice.

## 15. Documentation:

In order for us to prepare your tickets we require the following documentation:

15.1 For bookings with concession discounts – a copy of your Pensioner Card, Commonwealth Senior Health Card or state issued Senior Card. (Please refer to Concessions paragraph for further details).

15.2 International bookings – a copy of your passport.

15.3 Domestic bookings – a copy of your Driver's License or Government issued photo identification.

15.4 Cruise bookings – completed cruise booking form supplied by your Holidays of Australia consultant.

Please note we have included in your final balance the cost of completing your on-line check in (cruise only), on-board accounts (cruise only) and the provision of hard copies of all tickets (instead of e-tickets) and express post postage of all documentation to your nominated postal address. The cost of this service is \$50.00 per booking and is strongly recommended to ensure a smooth check in and in case of an emergency or for insurance purposes. Should you wish to only receive e-tickets and complete your on-line check in and accounts please contact your consultant and they will kindly assist you.

Your full itinerary, vouchers and tickets will be sent to you 2-3 weeks prior to your departure on the condition that all required documentation has been received.

## 16. Pricing:

All prices are quoted in Australian Dollars and packages containing international components are subject to currency fluctuations until paid in full. All from package prices which include a cruise component are based on a lead category interior cabin. Rail journeys are based on pensioner prices where applicable. Package prices are correct as at time of printing and are subject to availability, change and seasonal surcharges. Prices may exclude flights, visas, insurance, items of a personal nature and compulsory charges collected by third parties.

## 17. Images:

All images in this brochure depict authentic locations, their appearance in the brochure does not indicate that these destinations will be included in your arrangements. Some images have been provided by or purchased from Australian Tourism Bodies, Photo Stock Libraries and our preferred suppliers

## 18. Bookings by travel agent/operator

If you are a travel agent or tour operator making a booking on behalf of clients, you acknowledge and agree that you and your client(s) are bound by these general booking conditions.

## 19. Automatic upgrades

From time to time, travel service providers provide automatic upgrades. It is your responsibility to advise us if you do not wish to be eligible for an automatic upgrade.

## 20. 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. 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 have no control over, or liability for, the services provided by third parties. We regret we cannot guarantee itineraries and the connections associated with any of our packages. All bookings are made on your behalf subject to the terms of 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.

## 21. Minimum group numbers

Our escorted tours are subject to a minimum number of participants as determined by us in order to be financially viable and to have a pleasant group atmosphere. If the minimum number of participants is not reached, we reserve the right to withdraw the tour escort and re-price the tour.

## 22. Special needs

Should you have any special needs, you are required to inform us at the time of your booking. Special needs include (without limitation) if you have any disability, illness disease or other condition, you have limited mobility, you have a service animal, you are pregnant, you need special help or any other circumstances exist which may make it difficult for you to use travel services. If you fail to advise us of your special needs, we may not be able to book suitable travel services for you. To the extent permitted by law, you are responsible for ensuring that the travel services are suitable for your special needs.

## 23. Jurisdiction

These general booking conditions are governed by the laws in force in South Australia. You agree that, in the event of a dispute between you and us, any action you bring against us will be brought in South Australia, Australia.

## 24. Liability

To the extent permitted by law, neither Holidays of Australia Pty Ltd nor any of its related bodies corporate, directors, employees or agents 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 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 terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

Your full itinerary, vouchers and tickets will be sent to you approximately 2-3 weeks prior to your departure on the condition that all required documentation has been received.