

TERMS AND CONDITIONS

The following Terms and Conditions form the basis of your contract with Gippsland Travel Centre Pty Ltd (Gippsland Travel, "we" or "our"). Please read them carefully as they set out your and our respective rights and obligations. Note: Separate Terms and Conditions apply to Gippsland Travel Centre Escorted Tours.

INTRODUCTION:

This contract is governed by **Gippsland Travel Centre Pty Ltd** and all members of the travelling parties as listed on your itinerary.

Gippsland Travel Centre acts as the agent selling and coordinating products on behalf of a third-party travel supplier/s. A separate contract with the supplier/s will apply and will be governed by the supplier's Terms and Conditions. Gippsland Travel cannot guarantee the performance of any third-party supplier/s.

Gippsland Travel may receive fees, commissions, gifts or financial incentives from third party supplier/s under this contract.

GIPPSLAND TRAVEL BOOKING FEES:

These fees reflect our work and time taken to create your personal booking.

All booking fees are non-refundable .			
International booking		\$220 per person	
Additional flights	(flights not included on international ticket)	\$15 per person per flight	
Domestic		\$40 per person	
Asia Pacific		\$110 per person	
New Zealand & Pacific		\$110 per person	
Cruise booking		\$55 per person	
Rail / Express Coach bookings		\$15 per person	
Two written quotes provided at no cost.			
Additional quotes without a paid deposit (<i>redeemable upon booking</i>)		\$55 per quote	
A late booking fee may apply for bookings within 7 days of departure		\$22 per person	
Family bookings of 4 or more (with the same travel arrangements) fees		25% discount will apply to booking with the exception of domestic travel.	

CANCELLATIONS - AMENDMENTS - REFUNDS:

You may cancel your booking by notifying Gippsland Travel in writing.

In the event of cancellation or amendments the following fees will apply:

	<u>Please initial</u>
Gippsland Travel Cancellation fee	\$250 per person
All changes to confirmed arrangements	\$75 per person
Gippsland Travel Booking Fees	non-refundable

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Additional fees and charges may apply from third party supplier/s subject to their booking terms and conditions

If you are eligible for a refund once a booking has been cancelled, the balance less any non-refundable amounts will be forwarded to you once received by Gippsland Travel from the third-party supplier/s.

Gippsland Travel is not responsible for any delays of refunds from the third-party supplier/s. Refunds from third party supplier/s can take in excess of 6 weeks. Refunds will be processed as per original form of payment.

Travel insurance policies may provide cover for cancellation fees subject to their terms and conditions.

OTHER FEES:

Visa assistance, courier, processing Document search / Document preparation Out of business/after-hours service \$65 per person per consulate\$22 per document\$75 per person

PAYMENTS AND DEPOSITS:

All Gippsland Travel booking fees and third-party supplier/s deposits are payable at time of booking.

In some cases, airfares and other third-party supplier/s charges will be payable in full at time of booking.

Final payment is due on or before the payment date advised as per your confirmation.

Failure to make payment by the due date may result in your booking being cancelled and deposit being forfeited.

We accept cash, cheque, credit card and direct deposit; however, clearance of funds may require five working days to process.

Payment by debit or credit card will incur an additional fee that will be advised prior to completing payment.

PRICES:

All prices quoted are in Australian Dollars unless advised otherwise.

Prices are subject to change at the discretion of the third-party supplier/s. This is out of Gippsland Travel's control. Prices may include applicable pre-paid taxes, in some cases taxes may be required to be paid on arrival or check-in. Price is only guaranteed once paid in full.

GOVERNING LAW:

These booking conditions are governed by the law in force in Victoria, Australia.

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PASSPORTS AND VISAS:

The Australian Government through the Department of Foreign Affairs and Trade regularly updates travel advice on various destinations. We recommend that you refer to <u>www.dfat.gov.au</u> for the latest updates before choosing to travel and prior to departure or ask one of our consultants.

A valid passport is required to travel internationally. Passports must be valid for a minimum of six months beyond the date of your return to Australia.

At the time of booking please provide a copy of your passport or advise your full name and date of birth as per your passport. Airlines will deny boarding if your passport does not match your ticket and amendment fees will apply.

It is the traveller's responsibility to ensure they have the appropriate documentation including transit and/or entry visas. Should you require assistance with your visa application, visa processing fees will apply.

If you are travelling on a passport other than Australian or New Zealand, you will also require a permit to re-enter Australia.

TRAVEL INSURANCE:

Comprehensive travel insurance is strongly recommended for all travel to cover cancellation due to circumstances as defined in the policy wording and any unexpected medical costs while overseas. We recommend your travel insurance to be taken out at the time deposits are paid.

Product disclosure statements and financial services guides are available from Gippsland Travel and we ask that you read them carefully. As an authorised representative of our insurers, we are only permitted to provide information of a general nature. For queries relating to your personal situation, we ask that you contact the insurer as detailed in the product disclosure statement.

HEALTH PRECAUTIONS:

It is the customers' responsibility to seek medical advice in relation to any travel and vaccination requirements. Entry can be denied if you do not have the required vaccinations.

LOYALTY MEMBERSHIPS:

It is the customers' responsibility to advise Gippsland Travel of any relevant loyalty memberships that may apply to the booking. Airfares may or may not attract reward programs/frequent flyer points. It is the customers responsibility to check if their airfare is eligible.

Most hotel reward programs deem bookings made through a Travel Agent as ineligible stays. Please check the terms & conditions of the programs of which you are a member.

Membership benefits are not within the control of Gippsland Travel & the customer agrees not to hold Gippsland Travel responsible for any such matters

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LIMITATION OF LIABILITY:

Subject to Australian Consumer Law, Gippsland Travel does not accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused by a third-party supplier/s over who we have no direct control. Gippsland Travel is not liable for Force Majeure (as detailed on page 4) or any other event which is beyond our control or which is not preventable by us.

FORCE MAJEURE:

Force Majeure means the occurrence of an event that is beyond Gippsland Travel's reasonable control and which could not have been reasonably prevented by Gippsland Travel. Force majeure includes, but is not limited to: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes and natural disasters (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions, high or low water levels; government directed travel restrictions or omissions, changes in laws or regulations, national strikes, explosion, generalised lack of availability of raw materials or energy, nuclear or other industrial accident causing environmental pollution or contamination; change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in Australia or any jurisdiction or territory relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. In the event that a Force Majeure is declared, the customer will be bound by the third-party supplier/s Terms and Conditons, if applicable.

YOUR RESPONSIBILITIES - regarding our Terms and Conditions:

You agree that you meet the following requirements.

- You are eighteen (18) years old or over and have sufficient funds to pay for your travel arrangements.
- You have read and understood our Terms and Conditions and have conveyed these Terms and Conditions to all travellers in your booking.
- You are responsible for checking the accuracy of all documents provided to you.
- You agree that all information provided is accurate as shown on a form of identification.
- Passport/s, visa/s and other required identification documents for all travellers in your booking are your responsibility.

By signing below, you agree to our Terms and Conditions for yourself and all travellers listed in your confirmation. I agree for my/our personal details to be provided to third party suppliers when necessary.

Gippsland Travel Privacy Policy and Terms and Conditions are also available on www.gippslandtravel.com.au

Signature:

Date:

Booking No:

Gippsland Travel Acknowledgement:

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