

# Terms & Conditions of travel with All Occasions Travel Pty Ltd

## TERMS AND CONDITIONS

Please read the following terms and conditions carefully. You must not make any booking unless you are 18 years of age or older and understand and agree with the following terms and conditions. References to "us", "we" and/or "our" in these booking terms and conditions shall mean All Occasions Travel Pty Ltd and its employees. References to "you" means a user of this website.

These terms and conditions apply to bookings you make with our consultants (in-store, over the phone or by email) as well as online bookings you make on our website.

## PASSPORTS AND VISAS

All travellers must have a valid passport for international travel. Please provide a current copy of the information page as early as possible in the booking process. Many countries require at least six months validity from the date of return. Some countries require 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. If this is not the case, you must let us know at the time of booking. 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). Visa information can be accessed via the Smarttraveller website.

If you need information regarding visas, passports and other travel document requirements for your trip, please let your consultant know. We can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us. Our consultants can also obtain more specific information from an external visa advisory service provider on your behalf. We do not warrant the accuracy of information provided by any external service 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).

If you are travelling to the United States of America or Canada you will need to pre-register for the ESTA visa waiver program, as Australian Passport holders will not be able to enter unless eligibility requirements are met.

## HEALTH AND VACCINATIONS

Please consult your G.P, Smarttraveller.com or a travel specialist doctor, for advice on medical and vaccination requirements for your trip.

**Passport, visa and vaccination requirements are your responsibility** and we are not liable for any loss or expense due to your failure to comply with the requirements of countries visited or transited.

## TRAVEL INSURANCE

We highly recommend that you have an appropriate cover of Travel Insurance every time you travel. Should you not purchase Travel Insurance through this agency, you will be required to sign a disclaimer. Aussietravelcover Travel insurance can be purchased through All Occasions Travel direct with your travel consultant.

## TRAVEL ADVICE

The Australian Government through the Department of Foreign Affairs and Trade regularly updates travel advice on various destinations - we recommend that you refer to [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) for the latest updates before you travel and to register your travel plans so you can be contacted in the event of an emergency.

## PRICES

All prices are in Australian Dollars and based on twin share unless otherwise stated. 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.

## FEES AND SURCHARGES

A variety of fees and surcharges may be payable, including booking or reservation fees, cancellation and amendment fees, credit card merchant fees, insurance claim processing fees or fees for ad-hoc services performed as required. Please ask us for a schedule of our current service fees and charges.

## SUPPLIER CHANGE AND CANCELLATION FEES

Airlines/Cruise Companies and other third party providers impose different terms and conditions to the ones imposed by us. You should read their Terms and Conditions prior to finalizing travel bookings. 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.

## DEPOSITS AND PAYMENTS

You will be required to pay a deposit (or deposits) when booking. Your consultant will advise you of how much that will be. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Final payment is required no later than six weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

Credit card surcharges of between 2% and 3.5% will apply to bookings transacted by credit card. The fee level will vary depending on the credit card used. Payments made by direct deposit may take up to three business days to process. If you are paying by this method you will need to make the payment at least three business days prior to the actual due date. You must notify your consultant of your payment once it has been made. Payments made by personal cheque (excluding bank cheques) require five business days to process. If you are paying by this method you will need to make the payment at least five business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

## 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. Cruise bookings may be subject to port taxes and other fees which are also subject to change.

## AIRLINE

Most airlines state that there is no need to re-confirm your departure times and flight numbers. Nonetheless, All Occasions Travel will not take responsibility for any flight time or flight number alteration made by airlines. All Occasions Travel strongly advises that all flights should be re-confirmed by phone with the relevant airline at least 72 hours prior to departure for each individual flight.

## FREQUENT FLYER MEMBERSHIP

If you are a member of an airline's frequent flyer scheme, please ensure that you have entered your correct number in the special section featured in the booking engine at the time of booking and advised your Consultant of the correct number. All Occasions Travel will not take responsibility if the airlines do not register your trip. You are advised to retain copies of your air ticket and boarding pass.

## SERVICE GUARANTEE

Our booking and advisory services come with a guarantee 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 Australian Consumer Law.

## AGENCY

We act as an agent for and sell various travel related products as an agent on behalf of numerous transport, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as travel wholesalers. Our obligation to you is to (and you expressly authorize us to) make travel bookings as your agent 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. 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.

## LIABILITY

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 or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. 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).

## CUSTOMER SERVICE

We look to resolve issues quickly and fairly. Enquiries & correspondence should be addressed to The Manager, All Occasions Travel, 12 Stirling Street, Thebarton, South Australia, 5031 or to email [travel@aomevents.com](mailto:travel@aomevents.com) Any complaint should be put in writing to All Occasions Travel as soon as possible & will be thoroughly investigated. Any complaint or claim received 30 days after the end of your journey may not be considered.