

# TERMS & CONDITIONS

## Go Travel International Pty Ltd

GoTravel International Pty Ltd (ACN:127 214 251) is trading as 'GoTravel' and 'gotravelclub.com.au'. References to "us", "we" and/or "our" in the following paragraphs shall also mean 'Go Travel International Pty Ltd trading as 'GoTravel' and 'gotravelclub.com.au'.

## Booking Terms and Conditions (Air and Land)

Acceptance of these 'Terms and Conditions' is a requirement of your booking. Submission of a booking is your acknowledgement that you have read, understood and agreed to be bound by these 'Terms and Conditions'.

Please read the following 'Terms and Conditions' carefully. You must not make any booking unless you understand and agree with the same.

Where bookings of travel products are made on your behalf through 'GoTravel' and 'gotravelclub.com.au', references to "us", "we", and/or "our" in these booking 'Terms and Conditions' shall also mean and include 'Go Travel International Pty Ltd' trading as 'GoTravel' and 'gotravelclub.com.au'. These 'Terms and Conditions' apply to bookings you make with our consultants (In office, over phone or by email) as well as online bookings you make on our website 'gotravelclub.com.au'.

## Travel Insurance

We strongly recommend that you take appropriate travel insurance to cover your travel arrangements in case the need arises. Travel insurance is also strongly recommended by the Department of 'Foreign Affairs and Trade' for all overseas travel. To take travel insurance through us, please contact your travel consultant. In order for us to arrange your insurance, you must confirm that you have read and understood the applicable financial services guide/product disclosure statement, and understood the limits on your cover and your duty of disclosure to the insurer. If you decline travel insurance, you may be required to sign a disclaimer.

## Passports, Visas & Health Requirements:

Visas, including transit visas are the passengers own responsibility. For more information please log on to: [www.dfat.gov.au](http://www.dfat.gov.au) or [www.smartraveller.gov.au](http://www.smartraveller.gov.au).

Please check with the respective Embassy or Consulate of each country that you are scheduled to visit as many destinations require visas for both Australian and Non-Australian Passport holders. It is your own responsibility to ensure that all travellers have valid passports & VISA's. Any penalties or extra costs incurred for submitting inadequate documentation will be your responsibility. Please ensure you have at least 6 months validity on your passport from the date of your return and that the first name and surname that you provide for your reservation are exactly the same as they appear on your passport. Amendment fees apply to all name changes and sometimes incur cancellation and re-booking fees. International travellers booked on flights to the United States, including Hawaii, must pre-register their intent to travel under the US Visa Waiver Program. Applications can be made via the electronic system from the 'Travel Authorization Website'. Each passenger must complete this application a minimum of 72 hours prior to their flight departure. Passengers who fail to complete their application may be refused to board their flight by the airline. It is your responsibility to ensure that you are aware of any health requirements in your respective travel destination to ensure that you carry all necessary vaccination documentation. 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).

## Travel Advice:

We recommend that you contact the Department of 'Foreign Affairs and Trade' or visit their website at [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for general travel advice and specific advice regarding a respective country (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT so that you may be more easily contacted in case of an emergency.

### Air Ticket Bookings:

Airfares quoted are subject to change, withdrawal or alteration by airlines without notice, prior to the final ticket being issued. We will not be liable for the cancellation of any services, or bankruptcy by third party companies and service providers including airlines.

### Reconfirmations (VISA, Air Ticket & Special Requests):

Visa requirements should be checked with the relevant authorities including transit visas, which are the passengers own responsibility. We recommend that you confirm your flights at least 72 hours prior to departure. Failure to reconfirm may result in the cancellation of some of the reservations. For Special requests (meal and seat preference, special assistance, wheel chair request) which are subject to airline confirmation, please speak to our office at least 72 hours prior to departure.

### Changes to your Flight Times:

It is your responsibility to contact the airline prior to departure to ensure there is no change to the scheduled departure time. Even though we are made aware of such changes, we will not be liable to inform the customer nor any costs incurred to the customer due to the same.

### Taxes:

Government tax, airport charges, fuel surcharges are current at the time of booking but are subject to change without notice. Airport and departure taxes are not included in the airfare, or included within the Government taxes or airport charges. Additional departure taxes may be applicable at some airports and payable in local currency at the time of departure.

### Prices (Air and Land):

#### Accommodation and Tour Packages:

All rates are subject to availability and change due to matters which are not within our control such as hotel rates and government taxes. Prices are subject to currency fluctuations. The price is only guaranteed once paid in full.

Airfare:

All prices are subject to availability and can be withdrawn or varied without notice. 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. The price is only guaranteed once paid in full.

### Deposit & Payment (Tour Packages):

Deposit:

In order to confirm your land based tour package, a Non-Refundable payment of \$250 per person is required immediately at the time of confirming the booking. In case of change of mind or cancelation, this fee will not be refunded to you.

Payment:

After making the Non-Refundable deposit for your tour package, the balance full payment is required 60 days prior to departure. For late bookings where departure is less than 4 weeks, we require the FULL payment.

### Deposit and Final Payment (Air tickets):

You will be required to pay a deposit/s at the time of booking. Deposit Fee of \$50.00 is non-refundable. If the passenger wishes to adjust the deposit fee, then it would be adjusted within 30 days of the initial booking for the same passenger.

- Rates are subject to change without prior notice.
- Once the booking is guaranteed no cancellation allowed.
- Rates are subject to change at the time of purchasing due to the Dollar fluctuation.
- Reservations are subjected to availability upon confirmation.
- Cancellation charges apply and need the customer's acknowledgement and acceptance before proceeding to contracting.

All deposits are non-refundable for changes of mind or cancellations by the client (subject to your rights under the Australian Consumer Law. Final payment is required no later than 8 weeks prior to departure unless otherwise stated. Most airfares or services must be paid in full at the time of booking.

## Payments

All payments should be cleared prior to confirming the reservations and issuing tickets /vouchers. Please check with your consultant the duration to clear payments before you make the payment and you must notify your consultant once payment has been made.

If credit card payment is made by third party or paid with an overseas issued card (Not issued in Australia), we request you to sign a credit card authorisation form and send a copy of the passport along with the credit card copy( front and rear)

## Payments by Credit Card

Credit card surcharges apply when paying by credit card. 'Master' and 'Visa' cards will incur an additional fee of 2% whereas 'American Express' and International cards will incur a fee of 3.5%. In the event that payment has been made to us, you agree that you will not seek to claim back from us any of the credit card surcharges.

## Payments via PayPal:

An additional 3.5% fee will apply when paying by PayPal. Payments should be cleared prior to confirming the reservations. Please check with your consultant before you make the payment and you must notify your consultant once it has been made.

## Payments by B-Pay :

Payments made by Master or Visa credit cards via BPAY which will incur a 2% credit card fee on top of the quoted/Invoiced value.

Please note that BPAY takes up to 3 business days to process the transactions. If you are paying by this method, you will need to make the payment at least

3 business days prior to the actual due date. You must notify your consultant of your payment once it has been made.

### Payments by Direct Deposit :

Direct transfers may take up to 3-5 business days to process. Please notify your travel consultant of your payment once it has been made if you choose this method of payment.

### Refunds:

#### Accommodation, Tour Packages & Transport:

Your request for a refund of a booking will depend on the 'Terms & Conditions' of the respective supplier as they all have varying conditions based on the respective services they provide. Please read through the Cancellation Fees to see the penalties applicable before refunds are made. 'No Show' will not be entitled to any refunds. Where refunds are applicable, it may take up to 06 weeks for payment from the time you made the request.

#### Air Tickets:

Your request for a refund of a booked air ticket is governed by the terms and conditions of the airline from which you have purchased the air ticket and is made or not made as determined by the airline. Many fares are non-refundable. Airline charges and cancellation fees may apply to your particular air ticket. Where a refund is applicable, the turnaround time from the date of your request for refund to the date you are provided with your refund may take up to 16 weeks.

### Change and Cancellation fees:

Subject to your refund and remedy rights under the Australian Consumer Law, the following fees apply if we change or cancel any booking (including online bookings and bookings made with a consultant) upon your request:

### Accommodation, Tour Packages & Transport:

- 60 Days or More : Loss of Non-Refundable Deposit
- 59 – 45 Days : 25% Penalty
- 44 – 31 Days : 50% Penalty
- 30 Days or Less : 100% Penalty

### Air Tickets:

- Changes to Domestic/Trans-Tasman bookings will incur a fee of \$30 per passenger per booking in addition to supplier fees.
- Cancellations to Domestic/Trans-Tasman bookings will incur a fee of \$50 per passenger per booking in addition to supplier fees.
- Changes to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$50 per passenger per booking in addition to supplier fees. For example a date change, a reissue fee will apply at a fee of \$50 per passenger plus, fare difference and tax difference payable to the airline. If travel has commenced and ticket requires reissuance, airlines may charge additional fees and taxes, or local office fees.
- Cancellations to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$200 per passenger per booking in addition to supplier fees.

### Service Guarantees:

Our booking and advisory services come with a guarantee that:

- Provided with due care and skill;
- Reasonably fit for the specified purpose;
- Reasonably be expected to achieve the desired result;
- Provide a reasonable time.

If we fail to meet any of these guarantees, you have rights under the Australian Consumer Law.

### Travel Documents:

Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. If you have booked with a consultant, it is your responsibility to collect all travel documents from us prior to travel. As a general rule your travel documents will be available for collection 2 weeks prior to departure. However, this will depend on your individual arrangements. Please contact your consultant to confirm when your travel documents are ready for collection. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a follow up email we send you).

### Liability:

To the extent permitted by law, neither 'Go Travel International Pty Ltd' trading as 'GoTravel' and 'gotravelclub.com.au' nor any of its related Corporate bodies, 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 external service 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 the 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 (CT).

### Agency

We act as an agent for, and sell various travel related products as an agent on behalf of, numerous suppliers such as transporters, hoteliers and other service providers, such as airlines, coach, rail and cruise line operators, as well as wholesale travel agents. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorize 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 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.

### Governing Law:

If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts. Refer to Privacy Policy for more information.

### Frequent Flyer:

When booking with one of our consultants, please let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. If you are booking online, please insert these details

in the space provided for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking.

**NOTE:**

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