

## Terms and Conditions

Acceptance of these terms and conditions is a condition of booking. Submission by you of a booking is your acknowledgement that you have read, understood and agreed to be bound by these terms and conditions.

### Agency

"**Air Travel Services**" acts as an agent for airlines and wholesale travel companies and other suppliers providing services, including airfares, accommodation, packages, travel insurance. "**Air Travel Services**" is not a provider of services and has no responsibility for services provided, or not provided, by any party. No warranty or representation regarding the standard of any service or product is given. All bookings are made subject to the terms and conditions and limitations of liability imposed by those service providers. It is essential that you familiarize yourself with the terms and conditions and limitations of liability of those service providers as you will be bound by them. If any travel service provider is unable to provide the services which you have purchased from them, your remedy shall lie against the provider and not "**Air Travel Services**".

### Airline Bookings

Airfares quoted are valid for 24h from booking date, and are subject to change, withdrawal or alteration by airlines without notice, prior to the final ticketing process being completed. Any pre-reserved seating is subject to change at any time by the airlines. Individual airline conditions do apply and these can be obtained by contacting our consultants or by contacting the airline direct, via phone or the airline's website.

### Taxes

Government tax, airport charge, fuel surcharges are current at 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 the local currency directly on departure.

### Credit Cards

You consent to us supplying your billing, payment and identification information to third parties with whom you enter into transactions. We may also provide such personal information to third parties as is required to complete your booking.

You authorize us to disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card and identification details that you provide. You also authorize your credit card issuer or financial institution to verify that the credit card and identification details you have provided to us are accurate.

You authorize us to take steps to confirm that there is sufficient credit on your credit card account to meet likely charges. For any payment by credit card, airline tickets will not be issued until authorization has been obtained from the relevant card company. You authorize us to charge all fees incurred to the credit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts

due on demand. Confirmed bookings are subject to your credit card approval for the transaction. Where your purchase by credit card is not approved, we will attempt to contact you but "Air Travel Services" is not responsible for any subsequent non-provision of services in the event we are unable to establish contact with you.

## **Fees**

### **Credit Card Fees:**

MasterCard and Visa incur a fee of 1.5%

American Express incur a fee of 2.5%

Credit card surcharges apply when paying by credit card. If for any reason any travel service provider is unable to provide the services for which you have contracted, your remedy lies against that provider and not against "Air Travel Services". In the event that payment has been made to "Air Travel Services" by credit card, you agree that you will not seek to claim back from "Air Travel Services" any credit card surcharges.

### **Reissue Fee:**

If any ticket has been issued that requires a change, for example to a date, a reissue fee will apply, at a fee of \$70.00 (inclusive of GST) per person per change plus any reissue fee payable to the airline.

### **Cancellation Fee:**

All cancellations are governed by the terms and conditions of the airlines and wholesalers booked for services. After confirmation, any cancellation of any component of your travel package will incur a \$220.00 (inclusive of GST) per person fee for International Travel and \$ 150.00 (inclusive of GST) per person plus any cancellation fee that may be imposed by the travel provider as laid out in their conditions.

### **Refund Fee:**

Your request for a refund of a booked airfare is governed by the terms and conditions of the airline from which you have purchased the airfare and is made or not made as determined by the airline. Many fares are non-refundable. Airline charges or cancellation fees may apply to your particular airfare. 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 08 weeks.

### **Amendment Fee:**

A charge of \$155.00 (inclusive of GST) per person for any amendment plus any fees levied by the travel supplier will incur for any amendments to your reservation.

## **Passports**

All individuals departing from Australia must be in the possession of a valid passport. If your passport is due to expire within six (6) months of your return to Australia, and then under normal circumstances you should obtain a new passport. However, this is often variable depending on the country you visit.

Please ensure you have a valid Passport and a Visa (as applicable) to the countries you are travelling to. The Australian Department of Foreign Affairs and Trade provides helpful information on applying for or renewing an Australian passport.

### **Visas**

A visa provides you with the authority as a non-citizen to travel to another country. Visas are obtained from the issuing authority in Australia, usually an embassy. Visa requirements vary both by the country you are travelling to and the current citizenship you hold. Please ensure you check well in advance of your travel dates to allow sufficient processing time as required by the embassy.

Airline staff or immigration authorities may not allow you to pass through customs and board your flight without the appropriate Visa. <http://www.dfat.gov.au/travel>, for further advice.

It is your responsibility to ensure you have valid visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments and expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility.

### **Currency**

All pricing is reflected in Australian Dollars (AUD) unless otherwise specifically denoted on the screen.

### **Health / Vaccinations**

It is your responsibility to ensure that you are aware of any health requirements for your travel destination and to ensure that you carry all necessary vaccination documentation.

All travellers, regardless of the intended destination, should contact "The Travel Doctor" - TMVC (local call 1300 658 844) or your own doctor for professional advice prior to departure. You may also like to access the following websites, which are useful for recommendations on vaccinations required.

<http://www.tmvc.com.au/>

<http://www.dfat.gov.au/consular/advice/health.html>

<http://www.healthoz.com.au>

### **Travel Insurance**

We strongly recommend that you take out comprehensive travel insurance when making a booking.

### **Liability**

We do not endorse or recommend any particular travel service provider, nor do we vouch for the accuracy or completeness of the information provided by third parties in relation to their products and services. Information provided is provided in good faith, and is subject to amendment at any time without notice. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available.

We are not liable for any inconvenience caused or expense incurred as a result of any unsuitability or non-provision of travel services for use in association with other travel services except to the extent that liability in relation to those matters may be imposed on us by legislation that cannot be excluded. Our role in relation to your travel arrangements is limited to facilitating your booking and arranging travel documentation, payments and refunds as applicable.)

We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control.

In circumstances where liability cannot be excluded, such liability is limited, in each instance, to the value of the purchased travel arrangements.

#### **Disclaimer**

We accept responsibility for the performance and provision of our services and for the negligence of our employees, strictly on the basis that our liability is limited to, in each instance, the value of the purchased travel arrangements. To the maximum extent permitted by law, we do not accept liability in contract, tort or otherwise for any technical errors, corruption of any data, unauthorized access to your personal data, inaccuracies in information supplied by third parties, or failure by us to complete bookings caused directly or indirectly by force majeure or any other event which is beyond our control which is not preventable by reasonable diligence on our part. Prices are subject to availability and conditions. Although every care is taken, prices are not guaranteed and are subject to change without notice.

#### **Privacy Policy**

To ensure the highest level of transaction security, "Air Travel Services" operates in conformity with the National Privacy Principles in the Privacy Act 1988 (Cth) and is committed to protecting the privacy and confidentiality of personal information. Please ensure that you view, and familiarize yourself, with our Privacy Policy, available on our website, which describes how your personal information is collected, maintained and, if applicable, circulated to third parties.

#### **Our website**

"Air Travel Services" owns and operates this website. In using this website, you acknowledge that you have read and understood, and agree to be bound by, these terms and conditions governing use of this website. If you do not accept these terms and conditions, you must refrain from using this website.

These terms and conditions must be read in conjunction with any other applicable terms and conditions governing any goods and services provided by us.

#### **Disclaimer**

We do not warrant or represent that the information in this site, the server that makes this site available or any of the products or services supplied through this web site are or will be free from errors, viruses, defects, omissions, or is suitable for your intended use, nor does it guarantee the accuracy or completeness of the information. Subject to any terms implied by law, which cannot be excluded, we accept no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in any information in this website. To the maximum extent permitted by law, we disclaim all

implied representations and warranties, including, without limitation, implied warranties that the products and services offered and supplied through this website will be of merchantable quality, fit for any purpose or will comply with any descriptions on this website.

To the maximum extent permitted by law, we (including our officers, employees, shareholders or other representatives) are not liable in any way for any loss or damage of any kind, whether direct, indirect, special or consequential, howsoever caused (including through negligence), arising from or in connection with your use of this website or any linked website, or your inability to access this site or the purchase and use of any products and services supplied via this website. Ext here)

All travel products and services offered and promoted on this website are products and services of third parties. We are only acting as an agent for these third party service providers and as such, we will not be liable for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result these third parties.

The disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. In the event that this website fails to operate or causes you loss or damage, your sole remedy is the refund of any money that you paid to use the website.

### **Your obligations**

You agree to use this website for lawful purposes only. You must ensure that your access to or use of the information is not illegal or prohibited by law. This website is directed to and available for Australian residents only.

You are responsible for ensuring that you have all necessary equipment to use this website and receive the information and that such equipment is functioning correctly and is properly operated and maintained. You are responsible to ensure that no unauthorized use of or access to this website or the information entered by you is made.

You must take your own precautions to ensure that the process which you employ for accessing or receiving the information or this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your property. For the removal of doubt, we are not liable in any way for any loss or damage of any kind, howsoever caused (including through negligence), arising from or in connection with any interference or damage to your property which arises in connection with your use of this website or any linked website.

### **Copyright**

All copyright in the information and in this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. Except as expressly authorized, and subject to the conditions prescribed under the Copyright Act 1968 (Cth) or except as incidental to the reasonably contemplated use of this website, you may not, in any form or by any means: (a) copy, adapt, reproduce, store, distribute, print, display, perform, publish, communicate to the public, make available to the public or create derivative works from any part of the information or this website; or (b) commercialize the information obtained from any part of this website, without

our express written permission or, in the case of third party material, from the owner of the copyright in that material.

### **Trade Marks**

Except where otherwise specified, all trademarks (including any word or device to which is attached the TM or ® symbol) is a trade mark or registered trade mark of **Air Travel Services**.

### **Amendments to Terms and Conditions**

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this web page. Your continued use of the website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### **Cancellation due to Error**

You acknowledge that despite our reasonable precautions, products may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged. We reserve this right up until the time of delivery of goods to you. If a cancellation of this nature occurs after your credit card has been charged for the purchase, we will immediately issue a credit to your credit card account for the amount in question.

### **Specific Warnings**

Details contained on this web site relating to goods or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on this web site concerning those goods or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not order any goods or services from this web site.

You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorized access to or alteration of your transmissions or data or of information contained on your computer system or on this web site. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity

### **Restricted Use**

Unless we agree otherwise in writing, you are provided with access to this web site only for your personal use. You are authorized to print a copy of any information contained on this web site for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this web site.

### **Linked Web Sites**

This web site may contain links to other web sites ("linked web sites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked web sites.

Our links with linked web sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.

We may receive benefits from service providers to whom we provide linked web sites.

### **Security of Information**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmissions, we will take reasonable steps to preserve the security of such information.

### **Governing Law**

These terms and conditions are governed by the laws in force in the State of Victoria in the Commonwealth of Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

### **General**

“**Air Travel Services**” accepts no liability for any failure on our part to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control. If we waive, in whole or in part, any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any provision of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, it is to be read down to give it as much effect as possible, or if it is not capable of having any effect at all, it is to be severed from these terms and conditions in which case the remainder of these terms and conditions shall nevertheless continue in full force