

Booking: To make a reservation with Journeys Unlimited you must sign and agree to this Terms and Conditions agreement. This action indicates your acceptance that these Terms and Conditions apply to you and this booking.

Agency:

We act as an agent for and sell various travel related products as agent on behalf of numerous transport providers such as airlines, vehicle hire, rail and cruise line operators, as well as accommodation, tour operators and other service providers. Any services we provide to you are collateral to that agency relationship. Our obligation to you is (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 are not ourselves a provider of travel services and have no control over, nor 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. We cannot guarantee the performance of the supplier. Bookings are subject to the supplier's Terms and Conditions (T&Cs) including conditions of carriage and limits on liability. You are responsible for reading these before finalising the transaction. Any brochures are not agent's but are supplied by the suppliers. Agents accept no liability for errors in that material.

Prices

All prices are quoted in AUD unless otherwise advised. Prices are subject to change at the discretion of the supplier, prior to booking. This is out of the control of Journeys Unlimited. The price is only guaranteed once paid for in full by you. 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 increase. 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, and some hotels may charge locally a Resort fee or a City/Tourist tax.

Unlicensed Supplier Disclaimer

If you request Journeys Unlimited to arrange Travel Products by a person or company which is not licensed in accordance with any applicable law, we accept no liability (whether in contract for negligence or otherwise) for any loss or damage suffered by you as a result.

Service fees

Your Consultant will provide you a full schedule of fees at time of booking. Journeys Unlimited also acknowledges we may receive fees, commissions, gifts or financial incentives from third parties under this contract.

Special Requirements & Frequent Flyer:

Please liaise with your consultant regarding any frequent flyer membership details, loyalty programs and special requirements you may have for your travel arrangements such as special meals, seating requests, room type or disabled access. 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.

Deposit and Final Payment:

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 6 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

Payments by Credit Card:

A Credit card surcharge of 2.0% will apply for all bookings paid for via credit card where we act as the merchant (this surcharge complies with the Reserve Bank guidelines relating to Merchant Fee levels). You authorise us to charge all fees incurred by you in relation to the services provided 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 immediately on demand.

Refunds

We will not provide you with a refund for the service fee/s charged if the booking does not go ahead. Refunds for bookings are subject to the T & Cs of the supplier. If the supplier is required to provide you with a refund for the booking, the agent will provide the refund subject to the supplier's T & Cs. We are not responsible for supplier delays in issuing refunds. Note that suppliers generally take between 60 – 90 days to process any refund.

Travel Insurance:

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is also strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive. If you purchase travel and decline travel insurance, you may be required to sign a disclaimer.

Passports & Visas:

All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return. 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. 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). 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.

Travel Advice & Health Requirements:

We recommend that you contact the Department of Foreign Affairs and Trade or visit their website at: www.smartraveller.gov.au for general travel advice, health requirements and safety alert levels relating to the destination you wish to visit. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel for any vaccination requirements. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country.

Supplier Change and Cancellation Fees:

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 that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will provide a refund to you only after we receive the funds from that supplier.

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.

Liability:

To the extent permitted by law, neither Journeys Unlimited nor any of its related 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 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.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: 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, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the 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. If a force majeure applies, the customer will be bound by the supplier's terms and conditions.

Privacy Policy:

We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, a copy of which is available at <https://www.journeysunlimited-australia.com/>. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information.



When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity. Your booking of any Travel Product constitutes your representation to us that you have read our Privacy Policy and accept its application to you.

Governing Law:

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

Service guarantees:

Our booking and advisory services come with a guarantee under the Australian Consumer Law 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 may have rights under the Australian Consumer Law.

Your Responsibility:

Customer agrees that they meet the following requirements:

- You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the travel services
- You have read our T & Cs and if booking for third parties have conveyed these T & Cs to them
- You have read the T & Cs of any suppliers or third-party service providers and agree to be bound by those
- You are responsible for checking the accuracy of all documents provided to you
- You warrant and acknowledge that you have accessed the Smarttraveller website for any specific enquiries in relation to your intended destination
- You understand that Passport / visa and other required identification documents are your responsibility

Signature:

Full Name:
(Your Name must be identical to that shown in your Passport.)

Date