

## TERMS & CONDITIONS

As of 7<sup>th</sup> October 2020

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All references to “us”, “we”, and/or “our” in these Terms & Conditions means East Ivanhoe Travel Pty Ltd, trading as East Ivanhoe Travel & Cruise.

“You” or “your” means any user of our Website or any person who acquires a Travel Product whether or not the products were acquired by another person.

“Force Majeure” means, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, adverse weather conditions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion and generalised lack of availability of raw materials or energy.

“Travel Provider” or “Provider” or “Providers” means the company or person who provides you with the Travel Product on terms and conditions agreed with you. “Travel Product” means the service or product provided by a Provider, for example, an airline or a hotel.

“Website” means our website [www.eastivanhoetravel.com.au](http://www.eastivanhoetravel.com.au)

These terms and conditions are subject to variation at any time. You will be notified of any variations.

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It is compulsory that you and **all** members of the travelling party are aware of the following terms & conditions as they may relate all or in part to the bookings held by our office on your behalf. If you are making bookings on behalf of a couple or a group we will be happy to provide you with more than one copy of these conditions. By signing this agreement you are accepting these terms on behalf of your complete travelling party.

These terms and conditions apply to bookings you make with our consultants (in-store, over phone or by email) as well as online bookings you may make on our website. We are a Travel Advisory Service. We arrange travel services and sell various travel related products on behalf of Third Party Travel Providers. This includes airlines, coach, rail, cruise, insurance and accommodation providers or wholesalers. We may charge a fee for providing these booking and advisory services. We may also receive a commission, fee, rebate, gift or financial incentive from these providers in respect of your booking. Our obligation to you is to make travel bookings on your behalf (as expressly authorised by you) and to arrange relevant contracts between you and these travel service providers. We exercise care in the selection of reputable service providers.

This includes that:

- a. the service will be provided with due care and skill;
- b. will be reasonably fit for the specified purpose;
- c. can reasonably be expected to achieve the desired result;
- d. will be provided within a reasonable time.

Ultimately we are not the provider and have no control over, or liability for, the services provided by third parties. All bookings made on your behalf are subject to the provider’s terms and conditions. We can provide you with copies of the relevant provider terms and conditions.

Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded, EITC or any of its employees do not accept any liability for any injury, death, damage, loss (to you or your property), delay, additional expense, corruption of any data, technical errors, unauthorised access to your personal data or inconvenience caused directly by a third party provider. We will not be liable for any failure or delay in performing our obligations due to events beyond our control.

### **PRICING/PRICES QUOTED**

All prices are in Australian Dollars, including GST unless otherwise specified. If payment is made on your card to a foreign provider you may be charged a currency conversion fee. Please refer to your financial institution for applicable fees. We are only able to provide you with the foreign amount that will be charged to your card. Prices quoted are not guaranteed until full payment has been made. Although it is rare, prior to full payment costs may vary depending on currency fluctuations and/or fuel/security/airport/government fees and charges. Prices can be withdrawn at any time.

### **DEPOSITS & BALANCES**

A non-refundable deposit (subject to your rights under the Australian Consumer Law) to EITC of \$200.00 per person is required at the time of booking, along with any deposits requested by Providers. Final balances of bookings may be required instantly or up to approximately one month prior to travel, each supplier is different and your consultant will notify you of important payment dates. Deposits may be capped for larger groups/families.

### **TRAVEL INSURANCE**

Your holiday safety and enjoyment is very important to us therefore we insist that you have comprehensive travel insurance. To help you identify the most suitable policy for your needs, we can provide a product disclosure statement brochure (PDS) and/or Financial Services Guide (FSG) from our preferred travel insurance providers. It is important legally to read this brochure carefully and to take note of the cover and exclusions as they may relate to your particular circumstances. Your consultant can only offer general advice in regards to insurance.

If you have any pre-existing medical conditions (other than those listed as automatic inclusions in the brochure) then special approval is required by the Insurer and additional costs may be incurred. Your consultant can guide you through the processes for this.

Please note that when providing you with a quote for insurance we have not taken into account your personal objectives, financial situation or needs. The Product Disclosure Statement and Financial Services Guide have been included for your perusal.

If you decline the offer to purchase Travel Insurance from EITC you will be required to sign an Indemnity Form before travel documents can be released. In addition, we will charge an administration fee of \$250.00 for any claim assistance for policies not purchased with EITC. Claims can be complicated and time consuming so we thank you for your understanding.

### **CANCELLATION AND AMENDMENTS**

If you amend or cancel your Travel Product, we reserve the right to charge a cancellation or amendment fee as per our schedule of fees. In the event of a cancellation your deposit will be forfeited and become our cancellation fee (or part of). Our cancellation fee is in addition to cancellation fees imposed by the providers involved. Detailed information on supplier cancellation fees are laid out in their terms & conditions and can usually be found on the providers websites. We try our best to outline cancellation fees and timelines during the booking process.

Please note supplier cancellation fees 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. If you are to seek a refund for a cancelled booking where payment has been made to the supplier we cannot provide a refund to you until we receive those funds back from that supplier.

If you have a booking for any Travel Product but you do not check in or otherwise do not avail yourself of such Travel Product ("no show") you will not be entitled to any refund from us nor the supplier. We will of course try our best to help in these instances but ultimately you are not *entitled* to any compensation.

Any changes made to a confirmed, deposited or finalised booking prior to departure will attract an amendment fee as per our Schedule of Professional Service Fees. This is in addition to any fees charged by the provider.

We have the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.

If a Provider changes any part of your booking for reasons beyond its control, we will use our reasonable endeavours to notify you. If any such changes result in your Travel Product costing more or otherwise being materially different, then you may cancel the Travel Product. Any refund would be subject to the Travel Provider terms and conditions.

All commissions, booking, service and credit card fees are non-refundable.

### **FORCE MAJEURE**

We will not be liable for any failure or delay in performing our obligations in booking the Travel Product that is due to events beyond our control. If a force majeure event occurs that affects your booking, your entitlement to a refund, credit or re-scheduled travel booking will depend on the supplier's terms and conditions. If those conditions state you are entitled to a refund or credit from that provider we will facilitate this refund or credit. Refunds will only be processed to you once we have received the funds from the provider. All booking, service and credit card fees remain non-refundable in the circumstance that a force majeure event occurs and a fee will be charged to process the cancellation.

### **TAXES & LEVIES IMPOSED**

Governments, airlines and airports impose a variety of security, airport and departure taxes. Where possible these taxes and charges have been included in the cost of the airline ticket. There may be some variations in final costs depending on exchange rate fluctuation and new taxes imposed at time of ticketing. Any additional costs or taxes that occur after departure are the responsibility of the traveller.

Some providers require an additional charge to be paid locally (eg. a resort fee, tourist and city taxes) at the time of check in or check out. These fees are in addition to the amounts pre-paid to us. You will be notified if any of these local fees are payable during the booking process.

### **PASSPORTS**

Passports are required for all international travel and must be **valid for a minimum of at least six months** beyond your scheduled return date to Australia. Travel documents and airline tickets **must exactly match** the name and spelling as it appears in your passport, including middle names. Please double check all correspondence to ensure that we have booked your name correctly. If this is found to be incorrect you will be liable for the costs involved to correct the error which can be more expensive than you think.

We prefer a copy of the bio data page (the photo page) of all passengers' passports. We will assume you have a valid passport unless you have told us otherwise or passport has been sighted. If you are not travelling on an Australian passport please inform us immediately as visa requirements may be different. It is your responsibility to obtain the necessary re-entry visa into Australia. Please also advise us of problems such as a previous criminal record, communicable disease etc. This could result in denied entry into your country of destination. Your privacy is always respected.

Whilst we offer general advice and assistance where possible, please remember we are not government authorities. It is the responsibility of each traveller to ensure that they have full and correct documentation to undertake their journey.

### **VISA REQUIREMENTS**

Although we are happy to assist in obtaining visas, issuance and compliance is not the responsibility of your travel agent. We cannot be held responsible should you be unable to obtain the correct visa to undertake your journey. Deportation for non-issuance or incorrect visa is at the traveller's expense. Entry to any country is always at the discretion of local officials. EITC charge a processing fee if we obtain visas on your behalf. We have external services to assist with most visa applications and information. Please note visas can sometimes take time to obtain so be sure to plan well in advance.

### **TRAVEL ADVICE / DEPARTMENT OF FOREIGN AFFAIRS & TRADE (DFAT)**

Political unrest, acts of war or terrorism or natural disasters occur in certain parts of the world therefore the Australian Government, in conjunction with various other worldwide bodies, issue an advisory to Australian passport holders relating to travel in various countries. In these instances whilst travel to some countries is not advisable and some clauses of the travel insurance coverage may not be affective, we appreciate that some clients may still need to travel to those areas. Whilst we are prepared to make these bookings on our clients' behalf we do so without responsibility or liability. Should you wish to access the advice provided by the Department of Foreign Affairs their websites are [www.dfat.gov.au](http://www.dfat.gov.au) and [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au).

### **FREQUENT TRAVELLER PROGRAMS**

Whilst your consultant is happy to advise which airlines participate in various frequent flyer/traveller programs and forward your membership numbers to airlines when making bookings, other matters relating to Frequent Traveller Reward Programs are not our responsibility. Rules change on a regular basis and it is your responsibility to ensure that you are aware of any frequent flyer entitlements. Please note Frequent Flyer points are not always available on special/discounted fares with some airlines as with some discounted or wholesale rates with hotels and car rental. Please ensure that you advise your consultant of your frequent flyer memberships prior to booking. As a safeguard it is also advisable to keep all your boarding passes so that you can verify this against your Points Summary after travel has been completed.

### **SPECIAL REQUESTS**

If you have any special requests such as smoking or non-smoking rooms, aisle or window seats, special dietary requirements, airport assistance or hotel room type, every attempt will be made by us to accommodate your request. Please note that most of these requests cannot be guaranteed.

### **HEALTH, FITNESS & VACCINES**

You must tell your consultant of any medical, dietary or mobility conditions or if you are pregnant at the time of booking. Your privacy is of utmost importance but we may need to share this information with providers to ensure your safety.

Some areas of the world have special vaccination and health requirements. We recommend that you contact your doctor or travel health clinics for advice. If you are unable to undertake travel because you do not meet the health requirements we will not be liable for any extra costs that may be incurred. The Smarttraveller website can also provide general information.

### **EXPECTATIONS OF SERVICE**

We will always try our best to provide you with care and knowledge towards your booking by providing the best fit we see possible from the parameters given. We will do this in the most time effective manner taking into account some bookings do need to take priority due to departure dates.

### SCHEDULE OF PROFESSIONAL SERVICE FEES

These fees may be imposed by EITC and are in addition to all supplier & airline fees. These fees are strictly non-refundable, even if the Travel Product is not used.

Booking Advice and Service Fee (one-off fee applied to all bookings depending on complexity)	Variable
Domestic Frequent Flyer redemption bookings	\$55.00 per person
International Frequent Flyer redemption bookings	\$150.00 per person
Land or Rail only reservations	\$100.00 per booking
Amendment or cancellation to Domestic/Trans-Tasman flight bookings*	\$50.00 p. person/per change
Amendment or cancellation to International flight bookings*	\$100.00 p. person/per change
Cancellation of booking (conditions apply)	Min 15% of total holiday cost
Visa Processing - holding a booking with EITC (plus consular charge, courier and bank fees)	\$50.00 per person
Visa assistance – non EITC booking (plus consular charge, courier and bank fees)	\$100.00 per person
Assistance with insurance claims for non EITC policies	\$250.00 per policy

\* These fees may be capped depending on the number of passengers on the booking.

Amendment fees will not be charged if the change is due to a breach by us of our obligations to you or due to our fault.

### PAYMENT DETAILS AND INFORMATION

We can sell travel products to you as a merchant, where we take payment directly from you at the time of booking or as retail, where you will pay directly to the supplier either before travel or on the date of travel. When you pay direct to a supplier you are then responsible for pursuing any chargebacks directly with them as the merchant.

Whilst we accept most forms of payment, it is important to know that paying by cash, direct deposit, EFTPOS or cheque does leave you quite vulnerable financially in the event of supplier insolvency.

Under Australian Law, in the event of supplier insolvency, you as a consumer are able to apply for a charge back to your credit card provider for Goods/Services not received. This obviously is excellent protection for you. However, if we have processed the transaction through our Merchant Facility, these charge back funds are deducted from our account automatically leaving us out of pocket with no way of re-cooping the funds.

We have partnered with Mint Payments who are an Accredited Payment Partner of the Australian Federation of Travel Agents (AFTA) Chargeback Scheme **(ACS)**.

The ACS helps protect us from any future chargebacks that could be devastating to our business so it is imperative that we implement this process effective immediately to ensure both our valued clients and East Ivanhoe Travel & Cruise have this important safety net in place.

**IMPORTANT: Due to COVID-19 the AFTA Chargeback Scheme (ACS) is temporarily suspended until further notice. We still strongly recommend you pay with Credit Card and your Advisor will process your transaction directly with the supplier where possible. Once the ACS is reintroduced we will continue to process card transactions with Mint.**

Credit card/merchant fees are non-refundable.

#### Credit Card

Please note that Provider Merchant fees may differ from these amounts below. Your Consultant will advise you on the applicable fees before processing any payment.

MasterCard	1.20%
Visa	1.20%
American Express	2.20%
Diners	2.75%
International cards	3.30%

#### Eftpos

Eftpos transactions do not incur a fee and will be charged in the office by East Ivanhoe Travel & Cruise. Please note charge backs are not possible on EFTPOS transactions.

#### Cheques

Are payable to East Ivanhoe Travel & Cruise (please allow time for clearing).

**Direct Deposit**

Your consultant will provide you with banking details.

Please use your full name as reference unless your consultant has advised otherwise.

**PRIVACY NOTICE**

East Ivanhoe Travel Pty Ltd collects your personal information to enable us to respond to your queries and provide you with the Booking & Advisory Services, including assisting in arrangements with Providers (such as hotels and flights). We will also use your personal information to personalise the service we provide you, including your experience on our, and other, websites, and to provide you with information about our, and our partners', business, products and services.

Your personal information may be disclosed to suppliers, Providers, our cloud infrastructure, our contractors and also to others where authorised or required by law. Some of these entities may be located overseas.

For further information about how we handle your personal information, including how you can request to access and correct your personal information or complain about a breach of your privacy, please see our privacy policy at <https://www.eastivanhoetravel.com.au/privacy/> By signing up for our newsletter, alerts, offers or updates, you confirm you have read and understood our privacy notice for this service and you consent to East Ivanhoe Travel sending you marketing material, including via electronic messages relating to our and our partners' products and services that may be of interest to you.

**AGREEMENT**

You warrant to us that:

- a. you are at least 18 years old and have the power, capacity and authority to enter into a binding contract with us and with the Providers of the Travel Products that you acquire;
- b. you have read and understood these terms and conditions and if booking on behalf of third parties, you have conveyed these terms and conditions to them;
- c. the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process;
- d. you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover; and
- e. you will use the Booking & Advisory Services in accordance with these terms and conditions and you will not use the Booking & Advisory Services in any way to breach any laws or defame anyone.

Jurisdiction and Law - All matters arising out of or in connection with these terms and conditions are governed by the laws of Victoria, Australia. By acquiring these Terms & Conditions, you consent and submit to the exclusive jurisdiction of the laws of Victoria, Australia.

**ONGOING AGREEMENT**

By signing this form I/we acknowledge that I/we have read and understood the above Terms and Conditions of booking with EITC and agree to abide by them (on behalf of all travelling party). I agree that I am happy for this agreement to continue on an ongoing basis without the need to sign for each individual booking. If EITC Terms & Conditions change a new agreement and copy will be issued.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_