

# **Booking Terms and Conditions**

#### Introduction

itravel franchise group is an ATAS accredited Travel Agent and a member of ATIA and IATA. itravel Penshurst is a member of the itravel franchise group.

We sell and facilitate various travel arrangements and services on behalf of our Principals. Our principals are airlines, tour operators, hotels, cruise lines, other transport operators, other accommodation providers and other principal suppliers. References to "us", "we" and/or "our" in these booking terms and conditions shall mean itravel. We may receive fees, commissions, gifts or financial incentives from our Principals under this contract.

HQ by itravel is a centralised booking platform used by itravel for certain accommodation, flights, transfers, tours, activities, car hire and cruise. HQ by itravel is owned by Wastreck Pty Ltd Tas HQ by itravel ABN: 68 069 654 860 / ACN: 069 654 860.

#### **Travel Insurance**

Without travel insurance you and/or your family are personally liable for covering any medical and associated costs you may incur while travelling. We strongly recommend you take out a full coverage travel insurance policy at the time you pay for your booking. All itravel agents are FSR compliant and can recommend a policy to suit your needs. It is your responsibility to read and fully understand the Product Disclosure Statement of your insurer.

# **Disclosure Authorisation**

In the event that a natural disaster or other emergency is reported to have occurred in a country where you may be visiting at that time, you authorise itravel to disclose the details of your itinerary and contact details to the Australian Department of Foreign Affairs and Trade.

#### **Passports and Visa Requirements**

All travellers must have a valid passport with at least 6 months validity beyond the period of intended stay. Some countries require a longer validity. Permanent residents travelling on a foreign passport must hold a Resident Return Visa to re-enter Australia. We recommend that you check the entry requirements of the countries you plan to visit or transit, including all visa requirements, with the relevant foreign embassy or consulate.

It is your responsibility to supply your full name as per your passport to your itravel agent. Incorrect names will incur cancellation and/or change fees.

# **Health Requirements and Vaccinations**

Some countries require you to be vaccinated against specific infection and/or diseases including but not limited to COVID-19. You should familiarise yourself with airline and other service providers' COVID requirements which may include but not limited to providing proof of full COVID-19 vaccination, the requirement to wear masks during travel and/or adhering to border control requirements.

We recommend that you consult with your doctor or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available at the Department of Foreign Affairs and Trade website: <u>smarttraveller.gov.au</u>.

#### **Prices**

All 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. Price changes can occur between the time you make a reservation and the date of full payment. Factors influencing price changes can be currency fluctuations, fuel surcharges, taxes and other provider increases outside of our control.



# **Schedule of Fees**

<u>itravel Deposits</u> Domestic and New Zealand: International:

\$45.00 per person \$110.00 per person

These are payable in addition to any deposit required by Tour Operators or Wholesalers. All deposits are non-refundable in the event of cancellation.

Consultation and Itinerary PreparationInitial Consultation:\$95.00 per hourItinerary Preparation:\$150.00Consultation and preparation fees are deducted from the final account for bookings over \$5500 (excluding airfares)

Online Booking Fee	\$35.00 per person
Frequent Flyer Redemption Bookings Domestic:	\$45.00 per person + taxes
International:	\$110 per person + taxes
Visa Processing Fees	\$45.00 per person per consulate <i>in addition to any consular charges</i>
<u>Amendments</u>	
Domestic ticket reissue:	\$25.00 per person + airline fees
International ticket reissue:	\$75.00 per person + airline fees
Hotel & Car hire changes:	\$15.00 per amendment + any operator fees
Name Changes:	\$75 per person + airline fees
<u>Cancellations</u>	
Domestic and New Zealand:	\$55.00 per person + airline/operator fees
International:	\$200.00 per person + airline/operator fees
Credit Card Payment Surcharges	
Mastercard and Visa	1.5%
American Express	1.8%
Diners Club	2.5%
International Cards	3%

All booking fees are non-refundable in the event of cancellation. No refunds will be provided in cash.

# Payment

Once a booking is confirmed, payment must be received within the payment deadline as advised by your itravel agent. Failure to pay for tickets or other travel documents within the deadline will result in automatic cancellation of the booking.

Payments are accepted by direct deposit, by cheque or by credit card. Some travel bookings may not be payable with a credit card. Please check with your itravel agent. In some circumstances your credit card will be charged by the Principal. You authorise us to pass on your credit card details to the Principal. When your credit card is processed by itravel you agree to not have your payment 'charged back' or reversed by your credit card provider where the services have been provided.

Direct deposits must be paid into the itravel Penshurst Trust Account:Commonwealth BankBSB: 062 206Account: 1014 7717Payments must not be paid into any other bank account other than the itravel Penshurst Trust Account.

# itravel [penshurst]

# **Credit Card Surcharges**

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.

# **Booking Cancellation and Amendments**

If you wish to cancel or change a confirmed reservation you are likely to incur fees. In some cases, itravel may charge cancellation and/or amendment fees in addition to those imposed by travel service providers. You should always check amendment or cancellation fee schedules with your itravel agent before entering into a transaction. Some air tickets and other bookings may be non-refundable.

It is itravel's policy that we are not in a position to refund any commissions we have earned which incurred our time in arranging your travel and holiday plans. Commission earned covers our general running costs like every other business and includes systems charges, fraud protection, server hosting, utility bills and other overheads.

# Refunds

If you cancel your travel arrangements and a refund is due, the refund will be made available to you once we receive the monies from the principal involved. In some cases, you may not be able to claim a refund.

Each Service Provider may have their own terms and conditions applicable to your travel arrangements. It is important that you read and understand these for each of your bookings.

If your airline or other service provider cancels your trip you may be offered a voucher or credit which may entitle you to take the flight, tour or other service at a later date. A rebooking fee or service fee may apply.

# **Travel Documents**

While we have taken great care to check your travel documents, it is important that you review all of the information in the documents including but not limited to, your name, travel dates and other particulars relating to your travel arrangements. 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.

# **Schedule Changes**

It is important to check your flight times at least 24 hours prior to the departure of each flight as airlines reserve the right to amend their flight schedules.

# Accuracy of Information and Limitation of Liability

itravel does not warrant the accuracy, completeness, or performance of the services offered by the Principals and we will not be liable in the event that you suffer loss, injury or disappointment by reason of any undertakings or failings of any Principal.

itravel accepts no responsibility or liability for any failure or delay on the part of any Principal in providing travel services to you where your booking has been properly processed by itravel; nor is itravel responsible for any acts or omissions of Principals in the course of delivery of such travel services.

HQ by itravel does not promise that hotel images and descriptions of products and services are at any time an exact reflection or presentation of the products and services offered by or available. HQ by itravel disclaims all liabilities or warranties, express or implied, based on any differences of any kind between the descriptions of products and services provided and the actual features of products and services offered by or available.



# **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.

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.

# Complaints

itravel is committed to providing an exceptional customer experience. Our highly trained and experienced consultants are focussed on giving value for money with the best possible service. We endeavour to resolve any complaint as quickly and efficiently. You can view our <u>Complaints Handling Policy here</u>. Your feedback is always welcome as we continually strive for excellence.

# Your Rights Under Australian Consumer Law

Nothing in our terms and conditions excludes or limits your legal rights under Australian Consumer Law.

These terms and conditions were updated February 2024