

Terms and conditions of booking with EzYourTravel

The following general terms and conditions apply, however regional circumstances and regulations, contractual obligations to suppliers, and matters relating to location, product type and supply logistics may cause these to be varied slightly for specific products, or specific destinations. These amendments and alterations are shown in the Terms and Conditions sections of each web site, and should be read in conjunction with the Terms and Conditions shown below.

- Travel arrangements and prices detailed on our web sites are provided and coordinated by EzYourTravel Pty Ltd ABN 33 637 457 866.
- EzYourTravel has taken due care and responsibility to verify and check all information on our web sites as at the time of compilation, however, as this information is supplied by the relevant accommodation & tour/cruise operators in our brochures, it accepts no responsibility for any inaccuracy or misdescription contained in the publications.
- Sales of services as contained in our publications are made by EzYourTravel only as agent for the person, business or company providing the services. The standards of accommodation and other services chosen are based on various factors, which are generally accepted as indicative of a certain class.
- EzYourTravel does not accept responsibility for any change in prices or variation of services as shown, and all services and prices are subject to change without notice.
- EzYourTravel does not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those service providers in connections with your convention pursuant to a contract between them and yourselves and over whom we have no direct control. We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.
- It is essential that you check with us, or your travel agent, for any changes or variations to the information shown on our web sites. This will allow us to advise you, or your agent, of any such changes that we are aware of either before you book your holiday, or prior to your departure.

Terms and Conditions of Booking

Quotes, Rates and Price Variations: Our quotation system accesses both live pricing and static pricing depending upon the supplier. It is not uncommon for suppliers (e.g. Airlines, Cruise Liners and Hotels) to sell out, alter or withdraw prices including advertised special rates. If prices, rates or inclusions vary from your quotation or from an advertised price, we will advise you of any change

prior to your booking request and any transaction being processed. If you do not wish to proceed with the booking at the new price, you may cancel the booking request at no cost to you. Once your booking has been confirmed and payment received, any new specials released cannot be applied to existing bookings. Prior to full and final payment being received, we reserve the right to vary prices and rates in the event of changes in exchange rates or price rises made by wholesalers or other suppliers. If the cost of any service increases due to exchange rate fluctuations, price increases, tax changes or any other reason, you are required to pay the increase when notified by us or you may cancel the booking. We are not liable in any way if any increase occurs due to exchange rate fluctuations, taxes or supplier notifications. Rates quoted are appropriate to the particular product at the time of quoting and these rates may change prior to the travel date. All prices are subject to availability and can be withdrawn or varied without notice.

Bookings - Deposits & Final Payments: Bookings travelling more than 45 days out will be required to pay a non-refundable deposit based on the supplier's terms at the time of confirmation with the balance owing payable 45 days prior to travel (the "due date"). The amount will vary per booking depending on the supplier's requirements. Prior to the due date, the balance owing may be paid by one of our payment options. Final Payments paid using Credit Card or Direct deposit will be subject to Merchant Fees. In some cases, our suppliers require payment more than 45 days prior to travel. If this is the case you will be notified at time of booking. We will email you a final payment reminder. Travel vouchers and booking confirmations cannot be issued until final payment is received. If you fail to pay by the due date we reserve the right to automatically charge the credit card provided to complete the final payment. Any booking not paid in full by the due date is subject to automatic cancellation without further notification. Any deposit paid will be forfeited or, at your request, it may be used as a payment towards an alternative booking. Deposit conditions for certain accommodation and tour products may vary and we will advise you of these conditions and request your consent prior to proceeding with the booking. **Bookings over Christmas and New Year's** (Festive Season) may require a non-refundable deposit of between \$300 & \$500, and final payment 60 days prior, as this is non-refundable under any circumstances. We highly recommend you purchase travel insurance.

Bookings made less than 45 days prior to travel: Bookings made within 45 days of travel are payable in full by credit card only.

Airline Bookings: Airlines are instant purchase and Airlines require full payment upfront by credit card or direct deposit only. We are unable to accept direct deposits for airline purchases.

Credit Card: Payments using Credit Card will attract a Card Merchant Fee of 1.37%.

Merchant Fees: These are fees charged by Credit Card Companies for us to process payments.

Direct Deposit: There are no card fees associated with this form of payment. Direct Deposits must be made 48 hours prior to the due date to ensure funds are received in time.

Payment Processing Terms & Conditions: By providing your credit card details and accepting our Terms & Conditions, you authorise EzYourTravel to arrange for funds to be debited from your nominated credit card, in accordance with the terms & conditions of the Direct Debit Request Service Agreement (DDRSA) as amended from time to time.

Your bank or credit card provider may apply currency conversion fees. Credit Cards are required to secure bookings if you are travelling within 14 days.

Standard Cancellation Policy:

- All Bookings cancelled inside 30 days prior to travel are non-refundable.
- Deposited bookings cancelled 30 or more days prior to travel - You will be charged \$100 cancellation fee PLUS you will be charged any cancellation fees that are levied by the hotel, airline or other suppliers.
- Fully paid bookings cancelled 30 days or more prior to travel - You will be charged \$100 cancellation fee PLUS you will be charged any cancellation fees that are levied by the hotel, airline or other suppliers.

Cancellations must be in writing and should be addressed to the consultant handling the booking.

If a credit has been approved it is valid for 6 months from the date the cancellation was made.

Flight Cancellation Policy:

- Flights booked on this website are governed by the terms and conditions of the airfare you purchased and are determined by the Airline (not EzYourTravel).
- In most cases, airfares are fully non-refundable and non-transferable.
- Airline charges or part or full cancellation fees may apply to your particular airfare.
- A Travel Consultant will help you wherever possible within these terms and conditions.

Special Cancellation Conditions: Certain accommodation and tour products will apply additional cancellation charges. These cancellation conditions and costs are located under the pricing on the individual pages and will be clearly advised to you in writing at time of booking.

Amendment Fees: Any amendments made to confirmed bookings will incur a fee; bookings of a value up to \$1,000 a fee of \$25, bookings of a value over \$1,000 a fee of \$50. The fees are charged per amendment. This is in addition to any fees that may be levied by the supplier or airline.

Late Booking Fees: A late booking fee of A\$50.00 can be charged if booking is made within 72 hours prior to departure. This depends on the amount of administration work involved, and if applicable, you will be notified at time of reservation request from you or your agent.

Credit Card Chargeback Fees: Any fees charged to EzYourTravel by our credit card payment provider arising from a false chargeback claim or a false disputed charge will be investigated, and this fee will be the responsibility of the customer and not ours.

Change Of Itinerary After Holiday Has Commenced: Any alteration or cancellation of services after your holiday has commenced can incur penalties. There is no refund for unused services.

Refunds: All refund requests must be in writing, and made direct to us or through the Agent from whom the travel arrangements were purchased. Claims must be made within 10 days of completion of travel arrangements. Refunds will not be made for bookings cancelled due to inclement weather or illness. These must be claimed through your travel Insurance. A \$50 processing fee applies to all approved refunds. No refunds will be made for services once travel arrangements have commenced. No guarantee is provided or warranted that any refund will be available.

Reporting of Incidents: Any abnormal incidents including injuries, service problems, cancellation of a service or dissatisfaction must be reported to EzYourTravel during the event to allow us an opportunity to rectify the situation or provide assistance.

General

Validity of Rates: Prices are valid for the dates indicated.

Currency: All rates are quoted in Australian Dollars, or as otherwise indicated.

Children's Rates: Child costs are based on sharing a room with adults and using existing bedding . Cost for additional bedding and rollaways are available on request.

Payment Options: EzYourTravel accepts Credit Card, Direct Deposit as forms of payment. Please visit our payment options page for more details.

Travel Insurance: It is extremely important that you take out Travel Insurance. It is ESSENTIAL that this insurance covers you for involuntary cancellation of your holiday including airfare(s). For information on the policy sold by EzYourTravel please visit our Travel Insurance page and make yourself familiar with the Combined Product Disclosure Statement, Policy Wording and Financial Services Guide prior to purchasing the policy. At the time of entering your credit card details on the booking form you are agreeing that you have read both the EzYourTravel & Insurance Terms & Conditions.

Full amount is due at time of booking and policy issued within 5 working days of payment being received. Credit card and direct deposit accepted. NOTE: Dates of birth are required to issue insurance. Until dates of birth are known we cannot issue the policy as mandatory requirement. Cover only commences when paid in full and policy issued.

Accommodation: Accommodation is as specified in the accommodation section of our web sites. All costs are shown in Australian dollars, unless otherwise stated. We reserve the right to offer alternative accommodation of a similar standard in the case the accommodation operator overbooks their property or for any reason beyond our control. All rates are subject to change without notice. Not all properties provide instant availability and in these cases EzYourTravel checks availability once we receive the booking request.

Flights: Airfares show instant availability and fares at the time of quoting however we will not proceed with booking flights until your accommodation is confirmed. This is to avoid strict fees charged by airlines for flight amendments. This may result in fare and/or availability changes.

Check In / Check Out Times: These vary according to operator. Generally your accommodation check in is 2pm and check out 10am. Please note that most properties will require a credit card authorisation on check-in and may need to see photo identification. In the instance that you don't have a credit card usually a cash bond will be required.

Single Supplement Costs: If not shown in your selected accommodation cost, this is available on application.

Accommodation Ratings: Are based on our own inspections and some in conjunction with existing AAA (Australian Automobile Association) ratings. Our ratings are for guidance only and are not to be construed as AAA endorsement.

Group and Incentive Travel: As group and conference rates are specially contracted rates specific for that particular group, they have different terms and conditions to standard holidays. If you are booking a group or incentive, please ensure that these conditions are explained to you.

All maps, photographs, illustrations and computer based graphics are included for general purposes only and are not always indicative of the subject matter. Hotel room photographs (graphics) may not be specific to the actual room occupied. Maps are not to scale.

Quotations: All quotations are subject to availability of services quoted and are not guaranteed until the booking is confirmed and deposit received. Quotes are valid for 48 hours from issue date.

Inclusions and Exclusions

Prices DO Include: Accommodation, transfers, tours/cruises, car hire, government taxes and any other inclusions as specified in writing on the relevant web pages for each suppliers product.

Prices DO NOT Include: Any costs incurred en route to and from the destination, meals (unless specified), alcoholic beverages, telephone calls, items of a personal nature, and personal services not specified as being included in costs on the relevant web pages for each suppliers product. Rates do not include Marine Park taxes, as this must be paid direct to the operators.

Site Copyright

The copyright on all original/custom artwork, maps, navigation elements, presentation methods and design elements included in our web sites is held exclusively by EzYourTravel. Copyright on all descriptive text is held by EzYourTravel. Copyright on selected photographic images is also held by EzYourTravel.

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for a photographic image is held exclusively by a third party under licence, EzYourTravel reserves the right to vigorously protect the copyright of those images on behalf of the third party.

All HTML files used in EzYourTravel web sites are declared to be proprietary software product developed for use by EzYourTravel only, and as such are subject to international intellectual property conventions.

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EzYourTravel, trading under its subsidiary business names, is a member of various Australian Regional Tourism Authorities, and as such exercises the right to reproduce images made available by these various organisations to their members for the purpose of generic and/or specific tourism promotion.

Please contact us if you have any further queries about our security, privacy or data handling procedures.

Our complaint process

Where possible, we will attempt to resolve your complaint at the first point of contact. If we are unable to resolve your complaint at the first point of contact, we will undertake an investigation of your complaint and provide you with our findings. If you are satisfied with our proposed decision or actions, we will close your complaint and record the findings for our continuous improvement program. However, if you are not satisfied with our proposed decision or actions, we will record this, and provide you with information on how to escalate your complaint, to the Australian federation of Travel Agents (AFTA), for external review under their customers. As an ATAS participant we have agreed to be bound by the Code. If you would like to know more about the Code you can visit the ATAS website www.atas.com.au

AFTA Travel Accreditation Scheme (ATAS)

ATAS is an industry accreditation scheme that sets the benchmark of quality for the travel industry.

ATAS is also responsible for monitoring our compliance with the ATAS Code of Conduct (the code)

and assisting in the resolution of complaints. The Code sets the standards of good practice that ATAS participants must follow when dealing with their customers. As an ATAS participant we have agreed to be bound by the Code. If you would like to know more about the Code you can visit the ATAS website www.atas.com.au AFTA Travel Accreditation Scheme (ATAS) should you wish to speak to ATAS about your complaint you can contact them in the following ways:

- By completing a feedback form on their website www.atas.com.au
- By telephoning them on 92879900
- By writing to them at Level 31, 31 Market Street, Sydney NSW 2000
- By emailing them at compliance@afta.com.au



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