



Booking and Advisory Services - Terms and Conditions

WHAT WE PROVIDE TO YOU

1. We provide you with Booking & Advisory Services that allow you to acquire a Travel Product from a Third Party Travel Provider. We act as agent for the Third Party Travel Provider.
2. By acquiring Booking & Advisory Services from us, you agree that you have read and understood both these terms and conditions and the terms and conditions of the Third Party Travel Provider relating to the Travel Product.
3. You pay us for providing the Booking & Advisory Services to you.

WHAT THE THIRD PARTY TRAVEL PROVIDER PROVIDES TO YOU

4. Once you have acquired Booking & Advisory Services from us, the Third Party Travel Provider will provide you with the Travel Product on terms and conditions agreed between you and the Third Party Travel Provider.
5. These terms and conditions are available from the Third Party Travel Provider and may include rules and restrictions about the use and availability of products and services, refund and cancellation policies and the limitation or exclusion of liability for death, personal injury, delay and loss or damage to baggage.
6. Travel tips relating to Travel Products are set out in the Annexure to these terms and conditions but you should obtain and read all of the Third Party Travel Provider's terms and conditions before acquiring Booking & Advisory Services from us.
7. You pay the Third Party Travel Provider for providing the Travel Product to you.
8. We do not (and cannot) provide you with the Travel Product and you do not pay us for acquiring the Travel Product. We also do not act as your agent when you acquire Booking & Advisory Services from us or a Travel Product from a Third Party Travel Provider or when you seek a refund from the Third Party Travel Provider.

WE ARE LIABLE TO YOU FOR BOOKING & ADVISORY SERVICES

9. Because we provide you with Booking & Advisory Services and you pay us for acquiring Booking & Advisory Services, we are liable to you in accordance with these terms and conditions for breaching our obligations in providing the Booking & Advisory Services to you.
10. Subject to the application of consumer guarantees which may be implied into the supply of Booking & Advisory Services to you, we are not otherwise liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, direct, indirect, consequential, economic loss, incidental damages, lost profits or savings or damages for disappointment) which is suffered directly or indirectly in connection with the:
 - a. the delivery or non-delivery of the Travel Product; or
 - b. any act or omission of Third Party Travel Providers or other third parties.
11. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection laws but we do not give any guarantee or warranty and do not make any representation of any kind, express or implied, with respect to the Booking & Advisory Services supplied by us outside these laws.
12. All information relating to a Travel Product or a Third Party Travel Provider is provided by Third Party Travel Providers or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of accommodation or services provided by Third Party Travel Providers.

THE THIRD PARTY TRAVEL PROVIDER IS LIABLE TO YOU FOR THE TRAVEL PRODUCT

13. As agent for the Third Party Travel Provider, we are not liable to you for a breach of obligations by the Third Party Travel Provider in providing you with a Travel Product.
14. The Third Party Travel Provider is liable to you for a breach of obligations in providing you with the Travel Product.

MERCHANT/RETAIL TRAVEL PRODUCTS

15. We sell Travel Products in two different ways:
 - a. as merchant where we take payment directly from you at the time of booking confirmation; and
 - b. as retail where your Travel Product will either be paid to the Third Party Travel Provider directly at the time of booking confirmation or payable to the Third Party Travel Provider on the date of your trip. You will be advised of all such amounts during the booking process.

BOOKING AND PAYMENT TERMS

16. The Travel Products offered are subject to availability and can be withdrawn without notice by the Third Party Travel Provider. Travel Products may also change at any time in accordance with the terms and conditions you agree with the Third Party Travel Provider.
17. When making a booking, you must enter details of each traveller correctly and according to their passport or other identification document. Some Third Party Travel Providers will deny carriage if the traveller's name varies from their booking and may cancel automatically if the traveller's name is amended. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's name or as a result of the Third Party Travel Provider's policies.
18. It is your responsibility to ensure that all details of the booking are correct before proceeding.
19. Travel Products are not guaranteed until payment has been made in full and documents have been processed.
20. All bookings must be paid in full at the time of booking.
21. It is your responsibility to contact the Third Party Travel Provider prior to departure to ensure there is no change to the scheduled departure time.
22. Most airlines offer only electronic confirmation of your reservation, or 'e-ticketing', on certain routes. We cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number after making a booking. It is your responsibility to advise us if you have not received your e-ticket confirmation.
23. Payments processed in foreign currency (currency other than the original card holders country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.
24. Payment for Travel Products may be processed directly by our service provider or the Third Party Travel Provider. As a result, your bank statements may display these third party names instead of Travel tree as the merchant.

We accept the following payment methods:

- a. Direct Debit
- b. Credit & Debit Card:
 - Visa (an additional 1.4% applies to amounts paid by Visa credit card)
 - Mastercard (an additional 1.2% applies to amounts paid by Mastercard credit card)
 - American Express (an additional 1.8% applies to amounts paid by American Express credit card)
 - International credit cards 3%

A credit card or debit card fee may also be charged by certain airlines and low cost carriers. You will be notified of such charges prior to your purchase. For the avoidance of doubt, only one credit card or debit card fee will apply per transaction.

25. All charges, including the credit card fees, may be in another currency (eg EUR), which we will provide an estimate for in Australian dollars. The actual amount charged may vary due to differing exchange rates.

ADDITIONAL AIRLINE CHARGES

26. Some Third Party Travel Providers may also charge additional fees for in-flight food and drink. Please check with the Third Party Travel Provider for full terms and conditions. The amount of checked baggage you are allowed depends on your class of travel/destination. Several leading carriers have now introduced additional charges for checked baggage on either a piece or weight basis.

HOTEL/ACCOMMODATION BOOKINGS

27. Some Third Party Travel Providers will require an additional charge to be paid locally (e.g. a resort fee) at the time of check in or check out. Please note this amount is in addition to the amount shown during the booking process under the 'total booking cost' amount. If applicable, such amount will be estimated on the trip details page in the 'pricing summary section.'
28. There may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking e.g. local taxes, sales tax etc. Any local taxes will be payable by you directly to the Third Party Travel Provider at the time of check-in/check-out.
29. Where we are unable to confirm the initial requested Travel Product, we will call or email you to inform you of the details of alternative Travel Products or lack of availability. At that time you will have the option to accept the alternative Travel Product or get a refund of the total monies paid to us by you for your original booking.

CHANGES IN PRICE AND ITINERARIES FOR TRAVEL PRODUCTS

30. Prices for Travel Products are provided as a guide only and may vary due to peak demand periods, changes in surcharges, fees or taxes or currency fluctuations.
31. You should check all prices for Travel Products with us before acquiring Booking & Advisory Services. The Third Party Travel Provider may change the price of your Travel Product at any time up to your departure if any new surcharges, fees or taxes are introduced or if any existing surcharges, fees or taxes are varied, even after you have paid all of the quoted price for your Travel Product.
32. In case of an obvious error (including any error in electronic labelling, error in data entry, error of calculation or clerical error) resulting in the display of a price which has obviously been displayed by mistake, we reserve the right to cancel your reservation. You will not be entitled to claim compensation from us on the grounds of the cancellation or the related costs, if any, that have been incurred due to an erroneous reservation which has been cancelled.
33. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent. In such circumstances we will attempt to

contact you using the email address you provided at the time of booking or your bank. In the event we are not able to contact you or your bank, we may cancel your booking with no liability whatsoever. In the unlikely event that your booking has to be cancelled, a full refund will be made of all monies previously paid to us to the person(s) who originally paid for the booking.

34. If a Third Party Travel Provider changes any part of your booking for reasons beyond its control, for example, if a Third Party Travel Provider changes its schedules, overbooks, or if there are any changes in applicable surcharges, fees or taxes, 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 and we will refund any monies already paid less any fees charged by us under these terms and conditions and by the Third Party Travel Providers under the terms and conditions you agreed with them.
35. Please note that it is the passengers' responsibility to re-confirm all flight departure times with the relevant airline/s prior to departure. Whilst we will endeavour to send e-mail notification of any changes to the original itinerary, we will not be liable for any costs incurred as a result of passengers missing any flight due to not having re-checked the itinerary prior to departure.

REFUNDS

36. We will not provide you with a refund for the Booking & Advisory Services (including credit card fees) if the Travel Product is not used.
37. Refunds for Travel Products are subject to the terms and conditions that you agreed with the Third Party Travel Provider.
38. If the Third Party Travel Provider is required to provide you with a refund for the Travel Product, we will provide you with a refund subject to these terms and conditions including the application of any cancellation fees.
39. Where refunds for unused services are allowed, a service fee may be charged by the Third Party Travel Provider against the value of the refund. Please ensure that, when requesting a refund, you enclose copies of all relevant documentation.
40. Please note that most airlines can take 60 – 90 days to process any refund.

NO SHOW

41. If you have a booking for a Travel Product, (including flights and accommodation) but you do not show up to check-in or otherwise do not avail yourself of such Travel Product, you will not be entitled to any refund from us. However, you may be entitled to a refund of any departure tax you may have paid for your flight (excluding low cost flights).

CANCELLATION AND AMENDMENTS

42. The Third Party Travel Provider may charge cancellation and amendment fees in accordance with the terms and conditions agreed between you and the Third Party Travel Provider.

43. You must call our Customer Service Team to change or cancel your booking. All changes are subject to availability, limitations and restrictions of the relevant Third Party Travel Provider.
44. Each fare within the itinerary you have booked carries unique rules and restrictions:
 - a. If each fare has an airline change fee, then the highest fee applies to each traveller.
 - b. If any fare does not allow changes, then no changes are allowed to any flight.
 - c. If any fare is non-refundable, then all flights are non-refundable for International flights.

Please refer to the "Penalties" portion of each fare for all rules. These can be found in the Fare Rules section of your flight summary. The total cost of your change with us will depend on the following:

- d. airline change fee, possible fare and tax difference and Traveltree applicable fee's as per below
- e. Changes to Domestic/Trans-Tasman bookings will incur a fee of \$50 per passenger per booking in addition to supplier and credit card fees.
- f. Cancellations to Domestic/Trans-Tasman bookings will incur a fee of \$80 per passenger per booking in addition to supplier and credit card fees.
- g. Changes to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$110 per passenger per booking in addition to supplier and credit card fees.
- h. Cancellations to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$300 per passenger per booking in addition to supplier and credit card fees.

#Fees exclude GST, where applicable.

45. Most Third Party Travel Providers treat name changes and route and/or itinerary alterations as FULL CANCELLATION and can incur full cancellation charges.
46. The refundable portion of your purchase price (if any) will be refunded to you and to the extent we are refunded by the Third Party Travel Provider, we will pass this refund to you.
47. We will not charge a cancellation or amendment fee if:
 - a. (i) You cancel or amend your booking due to a breach by us of our obligations to you or due to our fault; or
 - b. (ii) The Third Party Travel Provider cancels your booking for no fault on your part.
48. Cancellations and amendments on hotel bookings
49. Please review the cancellation policy for your hotel booking for any penalties that may apply. Travel tree typically cannot be cancelled after 12:01am on the day prior to check-in. This would vary for non-refundable or advance purchase rates.
50. Cancellations and amendments on low cost carriers
51. If your flight booking is with a Low Cost Carrier, you can only cancel or change your booking by contacting the Third Party Travel Provider directly. You will need to provide the Third Party Travel Provider record locator displayed on your confirmation.

52. If you change or cancel your flight, any changes will not be reflected when retrieving from Manage Your Booking We recommend that you save and print any change confirmation email you receive directly from the Third Party Travel Provider.

YOUR OBLIGATIONS AND WARRANTIES

53. You warrant to us that: (a) you are at least 18 years old and have the power and authority to enter into a binding contract with us and with the Third Party Travel Providers of the Travel Products that you acquire; (b) the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process; and (c) you will maintain and promptly update this information to keep it true, accurate and complete.
54. You warrant to us that you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover.
55. You warrant to us that 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.

PRIVACY

56. You acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy. The terms of our Privacy Policy are incorporated into these terms.

JURISDICTION AND LAW

57. Use of our services, all matters arising out of or in connection with it and all terms are governed by the laws applicable in the State of Western Australia. By accessing our services, you consent and submit to the exclusive jurisdiction of the Courts of Western Australia in all matters arising out of or in connection with your use of our services.

DEFINITIONS

"We" and "us" means Travel Tree (Australasia) Pty Limited.

"You" means any user of our services and includes any person who acquires a Travel Product (whether or not the Booking & Advisory Services were acquired by another person).

"Booking & Advisory Services" means services provided by us to you in assisting you to acquire a Travel Product from a Third Party Travel Provider and includes advisory and consulting services, making this Website and any software associated with it available to you, and providing a facility to enter into transactions with us and Third Party Travel Providers.

"Third Party Travel Provider" 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 Third Party Travel Provider, for example, an airline or a hotel.

ANNEXURE TRAVEL TIPS FOR TRAVEL PRODUCTS

These tips are not legally binding terms and conditions.

You should obtain and read the Third Party Travel Provider's terms and conditions which are legally binding on you.

Passports, Visas and Health Requirements

Visas, including transit visas, are the passenger's own responsibility. For more information please log on to www.dfat.gov.au or www.smarttraveller.gov.au. Please check with the respective Embassy or Consulate of each country that you are travelling to, as many destinations require visas for both Australians and non-Australian passport holders. For more information, log on to www.visalink.com.au. You need to ensure that you have at least 6 months validity on your passport from the date of your departure return.

International travellers booked on flights to the United States, including Hawaii, it is now mandatory, under the Visa Waiver Program to receive an electronic authorisation known as ESTA (Electronic System for Travel Authorisation) no less than 72 hours before travel to the USA. This can be obtained from the following Website:
<https://esta.cbp.dhs.gov/esta/>

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. You need to contact your local doctor who will advise you of these requirements. Please note that vaccinations may be recommended some period in advance of travelling.

Travel Advice

We recommend that you contact the Department of Foreign Affairs and Trade (DFAT) or visit their website www.smarttraveller.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.

Ticketing

For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. In some instances, an e-ticket for flights selected may not be able to be issued. Bookings that cannot be issued with an e-ticket, will have to be changed to comply with e-ticket regulations. All other travel documentation, such as hotels will be e-mailed to you as an e-document. Should the Third Party Travel Provider issue paper vouchers, these will be sent to you.

Frequent Flyers & Special Requests

For more information on whether your airfare is eligible for Frequent Flyer rewards, please contact the airline directly. When booking online, please ensure that you have entered your correct number in the special section featured in the booking engine. For bookings made by telephone via our Customer Service Team, please advise your Frequent Flyer details and these will be added to your reservation. We do not take any responsibility should an airline not register your trip. You should retain copies of your air ticket and boarding pass.

Special requests will be passed on to the Third Party Travel Provider but cannot be guaranteed.