

Phoenix Travel Australia Pty Ltd

Terms and Conditions

Please read the following terms and conditions carefully. You must not make any booking unless you are 18 years of age or older and understand and agree with the following terms and conditions.

These terms and conditions apply to bookings you make with a consultant (instore, over the phone or by email) as well as online bookings made via our website. These terms and conditions govern our relationship with you. Once we accept a booking from you on behalf of a Supplier, you will also have a separate contract with the Supplier, which will be governed by other terms and conditions. It is your responsibility to make yourself aware of those other terms and conditions.

EXECUTIVE SUMMARY

Although you should read all of the terms and conditions, the following is a summary of the most important:

- Prices, including, in some cases, of confirmed bookings, may be subject to change.
- Some confirmed bookings are non-refundable if cancelled by you and it is your responsibility to check if this applies.
- We will be entitled to retain our service fees even if a booking is cancelled or does not proceed for any reason which is not our fault.
- It is your responsibility to make yourself aware of all information relevant to your travel plans, including but not limited to visa requirements and health precautions.
- We are not your agent and may receive additional fees or other incentives from Suppliers.
- We are not liable for the accuracy of any published Supplier content including websites and brochures.

PRICES AND TAXES

All prices that we quote are in Australian Dollars, please note that prices quoted are subject to change at the discretion of the Supplier prior to booking. Price changes may occur after booking because of matters outside our control which increase the cost of the Product. Such factors include adverse currency fluctuations, fuel surcharges,

taxes and airfare increase. Please contact your consultant for up-to-date prices. Even if paid in full, a price may change because of matters outside our control.

Prices include all applicable taxes requiring payment prior to departure and may be subject to adjustment in the event of an increase in those taxes. On other occasions, you may be liable for taxes in addition to the quoted price of the Product. For example, there may be a local tax charged at some airports or resorts.

PRODUCTS

All Products that we quote on are subject to availability and may be withdrawn or varied by the Supplier without notice.

FEES AND SURCHARGES

A variety of fees and surcharges may be payable to us, including booking or reservation fees, cancellation and amendment fees, credit card merchant fees, insurance claim processing fees or fees for ad-hoc services performed as required. You may see our current [schedule of professional service fees](#).

Payment by credit card will incur a surcharge to offset our cost of acceptance of payment by credit card. The surcharge varies depending on credit card type, it is your responsibility to advise the correct credit card type to ensure that the appropriate surcharge is applied. We accept no responsibility for an inappropriate surcharge being applied if the correct card type has not been advised, and the surcharge applied shall not be refundable.

You authorise us to charge all monies payable by you in relation to any booking we make on your behalf or other services we have procured or provided to the credit card or debit 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.

CHANGE AND CANCELLATION FEES

Be aware that some confirmed bookings are not refundable if cancelled, and also may not be transferable to another date or otherwise changed. Alternatively, a change may only be permissible subject to payment of an additional fee or charge. It is your responsibility to check if a booking is non-refundable or will incur charges for changing it before placing the booking.

Changes and cancellations of confirmed bookings may incur fees from Suppliers in addition to our service fees. Suppliers' fees are outlined in their relevant terms and conditions.

REFUNDS

Your entitlement to a refund for cancelled bookings is subject to the relevant Supplier's terms and conditions.

If you are entitled to a refund then, subject to the Supplier's terms and conditions, we will arrange for it to be supplied to us on your behalf, unless we expressly agree with you otherwise.

If we are managing or arranging a refund for a cancelled booking on your behalf it will not be paid to you until the Supplier provides the refund to us, and we will not be liable for any delay on the part of the Supplier. Be aware that typically airlines will take between 60-90 days to process a refund.

Please note that if we are entitled to a service fee for placing a booking, we will remain entitled to this fee if you cancel the booking or the Supplier fails to provide you with the Product for any reason (other than our default), including in an event of Force Majeure. We will be entitled to deduct our service fee from any refund we receive on your behalf before remitting the balance to you.

DEPOSITS AND PAYMENTS

You will be required to pay a deposit (or deposits) when booking. The deposit amount varies depending on the Product booked and lead time to travel. In some instances, full payment is required at the time of booking and your Consultant will advise the deposit amount at the time of booking. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Where a deposit has been collected, final payment is required no later than six weeks prior to departure. Failure to make payment by the due date may result in your booking being cancelled and deposits forfeited.

Payments made by direct deposit may take up to three business days to process. If you are paying by this method, you will need to make the payment at least three business days prior to the actual due date. You must notify your Consultant of your payment once it has been made.

Payments made by personal cheque (excluding bank cheques) require five business days to process. If you are paying by this method, you will need to make the payment at least five business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us or to a Supplier, including any liability in respect of cancellation fees, before refunding the balance to you.

INFORMATION

Our responsibility is solely to arrange a booking of a Product in accordance with your instructions. It is your responsibility to make yourself aware of all information that it is necessary or desirable to know in order to make optimum use of the Product and to undertake travel generally. We strongly recommend that you read our [travel information](#) which may be relevant, especially in relation to passport and visa requirements. Please note that this information is provided as a guide only, and although it is accurate to the best of our knowledge, we do not warrant that it is completely up-to-date at all times. Further, we do not warrant that it is comprehensive and it may not address a topic that is relevant to your travel plans. It is your responsibility to further investigate and confirm any matters that are applicable to you.

SPECIAL REQUIREMENTS

You must inform your Consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access prior to making a booking. If you do not specifically inform us we will assume that you do not have any such requirements, and the booking will be made on that basis.

FREQUENT FLYER AND LOYALTY PROGRAMS

When booking with one of our Consultants, it is your responsibility to let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Notwithstanding that your details may be included in the booking, we cannot guarantee that the Supplier will credit you with points for your booking.

TRAVEL DOCUMENTS

If you have booked with a Consultant, it is your responsibility to collect all travel documents from us prior to travel. As a general rule, your travel documents will be available for collection two weeks prior to departure, however this will depend on your individual arrangements. Please contact your Consultant to confirm when your travel documents are ready for collection. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a confirmation email we send you). You must review your travel documents carefully and advise us immediately of any errors in names, dates or timings.

AGENCY

We act as an agent for and sell various travel related products as an agent on behalf of numerous transport, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as travel wholesalers ("Suppliers"). We may receive fees, commissions, gifts or financial incentives from Suppliers in respect of Products we advise you of or arrange on your behalf. Any brochures provided by us to you are supplied by Suppliers, or are prepared by us based on content supplied by Suppliers, and we accept no liability for errors in that material. Your oral or written instructions to us are authority for us to make travel bookings on your behalf and to arrange relevant contracts between you and the applicable Supplier. Notwithstanding this authority, we are not your agent and do not have any fiduciary duty to you. We exercise care in the selection of reputable Suppliers, but we are not ourselves a provider of travel services and have no control over, or liability for, the Products provided by the Suppliers, who are 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 the Supplier. We recommend that you read them before finalising the transaction and we can provide you with copies of the relevant terms and conditions on request.

Your legal rights and remedies in connection with the provision of Products are against the Supplier and, except to the extent a problem is directly and primarily caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any Supplier is unable to provide the Product for which you have contracted either at all, or to the requisite standard, your remedies are against that Supplier and not against us.

LIABILITY

To the extent permitted by law, we do not 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, an event of Force Majeure affecting you, us or a Supplier or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. 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). In particular, we disclaim any liability for any consequential loss, including loss of enjoyment or amenity. 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 (Cth).

Without limitation of the disclaimer of liability in the previous paragraph, any obligation we have to you will be suspended during the time and to the extent that we are prevented from, or delayed in, complying with that obligation by an event of Force Majeure.

Your rights with respect to a confirmed booking affected by an event of Force Majeure will be subject to the terms and conditions of the relevant Supplier.

GOVERNING LAW

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

SUMMARY OF OBLIGATIONS

Before making a booking, it is important that you meet the following requirements:

- You are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our terms and conditions and if booking for third parties warrant that you have their authority to do so and have conveyed these terms and conditions to them. You agree to indemnify us and the Supplier against any claims from third parties who have not in fact been properly informed.
- You have read the terms and conditions of any applicable Suppliers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.
- You are responsible for confirming departure times of any booked services at least 24 hours prior to travel.

- You warrant and acknowledge that you have accessed the Smartraveller website <http://smartraveller.gov.au> for any specific information in relation to your intended destination.
- You accept that passports, visas and other required identification documents are your responsibility.

DEFINITIONS

"we" and "us" means Phoenix Travel Australia Pty Ltd (ABN 97603372489), and where the context permits, its Consultants.

"Consultant" means an employee of Phoenix Travel Australia, with authority to book Products.

"you" means a person who makes a booking for a Product with us.

"your Consultant" means the particular Consultant or Consultants with whom you negotiate the booking of a Product.

"Supplier" means a third party company or person who provides Products, including a wholesaler of such Products.

"Product" means travel and holiday related products and services including accommodation, leisure activities and various forms of transport, including packaged combinations thereof.

"Travel documents" means any document (whether in electronic form or otherwise) used to confirm an arrangement with a Supplier, including (without limitation) airline tickets, hotel vouchers and tour vouchers.

"Force Majeure" means an act of God, peril of the sea, accident of navigation, war (including civil war), sabotage, riot, insurrection, civil commotion, coup d'état, national emergency, martial law, fire (including wildfire), explosion, lightning, flood, tsunami, cyclone, hurricane, tornado or other major weather event, earthquake, landslide, volcanic eruption or other natural catastrophe, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, radiation or radioactive contamination, national strike or other major lack of availability of labour, raw materials or energy beyond the control of the affected party. For the avoidance of doubt, the inability of a party to make a profit or avoid a financial loss, changes in market prices or conditions, or a party's inability to perform its obligations due to insufficiency of finance does not in itself constitute Force Majeure.

To proceed with your booking, please complete our [customer acceptance form](#) to acknowledge that you have read and agree to our terms and conditions and professional service fees.