

BOOKING TERMS & CONDITIONS

Please read the following terms and conditions carefully. You must not accept any booking unless you understand and agree with the following terms and conditions.

Prices:

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed when paid in full. Please note that prices quoted here are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include currency fluctuations, fuel surcharges, taxes and withdrawn airfares. Please contact your Consultant for up to date prices.

Invoice Errors or Omissions (E & OE):

We reserve the right to correct any errors in prices quoted for any service, notwithstanding that the invoice may have been paid in full. An Invoice will be issued when services are booked and confirmed. If any service is still on request, this will be indicated on the invoice.

Refunds, Changes & Cancellation Fees:

We are unable to provide a refund to you until we receive the funds from the relevant supplier. Cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Fees and extra charges will apply where a booking is changed. Fees and extra charges will also apply when tickets or documents are re-issued for you. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge.

Deposit & Final Payment:

You will be required to pay a deposit(s) when requesting the service you wish to book. Your Consultant will advise you how much that will be. All deposits are non-refundable unless stated otherwise. Final payment is required no later than 6 weeks prior to departure unless Earlybirds deals or other special offers state otherwise. Some airfares and other services must be paid in full at the time of booking as they may be instant purchase.

Payments by Credit Card:

A credit card surcharge of 1.9% for Visa Card, Mastercard and American Express applies. If for any reason any travel service provider is unable to provide the services for which you have contracted, your remedy lies against that provider and not against Travelworks Cruise and Travel. In the event that payment has been made to Travelworks Cruise and Travel by credit, you agree that you will not seek to charge back your payment to Travelworks Cruise and Travel. If you are an American Express cardholder, you may wish to use your Membership Rewards Points for payment! Please ask us for details.

Payments by Cheque:

Please note that cheque payments (including bank cheques) require 5 business days to process and you will need to make the payment at least 5 business days prior to the actual due date as stated on your invoice. 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, including any liability in respect of cancellation fees, before refunding the balance to you.

Taxes and Fuel Surcharges:

Taxes and fuel surcharges are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports which is not included on your airline ticket. We will endeavour to advise you of any further taxes which will be payable locally by you as per your ticketed itinerary.

Travel Insurance:

We are an authorised representative of AussieTravelCover Pty Ltd – Worldwide Travel Insurance and Covermore Travel Insurance. Our AR Number is 258595, on whose behalf we act. You must obtain a Product Disclosure Statement relating to the product and consider the statement before making any decision about whether to acquire the product. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade (DFAT) for all overseas travel. In addition, please note cover is excluded in relation to any airline that has filed or applied for any form of insolvency or insolvency protection at the time of effecting cover. As an agent, we are not permitted to give our opinion of the policy to you however we seek to provide you with relevant information to assist you in purchasing the correct policy for your travel arrangements. If you decline travel insurance, you may be required to sign a disclaimer.

Agency:

Travelworks Cruise and Travel acts as an agent for service travel providers. We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard. Bookings are made on your behalf subject to the terms and conditions imposed by these service providers. Your legal recourse is against the specific provider and not Travelworks Cruise and Travel. If for any reason, any travel service provider is unable to provide the service for which you have contracted, your remedy lies against the travel service provider and not with Travelworks Cruise and Travel.

Liability:

We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have not direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. 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 force majeure or any other event which is beyond our control and which is not preventable by reasonable diligence on our part.

Passports & Visas:

It is your responsibility to ensure that you have valid passports, visas and re-entry permits for the duration of your stay. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the entry requirements will be your sole responsibility. All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return to Australia. If you need information regarding visa requirements for your trip, please let us know. We can obtain such information from an external visa advisory service provider on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance upon it. If you wish, we can obtain visas for you through this external service and fees will apply.

If you are travelling to the United States:

All Australians travelling to or transiting through the United States will need to obtain an ESTA. Please see <https://esta.cbp.dhs.gov> for information regarding application for authorization for the Visa Waiver Program. There is a fee of US\$14.00 payable direct online at the time of application. The visa waiver is valid for two years or until the passport expires. It is valid for travel for business or pleasure for a maximum duration of 90 days. You must be a citizen or eligible national of a Visa Waiver Program country. As with all visas and visa waiver programs, it is the responsibility of the traveller to ensure they obtain the necessary authorization for travel prior to departure. Passengers travelling on a passport other than an Australian passport and passengers with special visa requirements, should check immigration requirements with the United States High Commission or Consulate. Visa and other entry and exit conditions can change at short notice.

If you are travelling to Canada:

All Australians travelling to or transiting through Canada will need to obtain an electronic travel authorization (eTA). The cost is CAD7.00 per person payable direct online at the time of application and will be valid for up to five years from date of issue or until the passport expires. For more information, please visit www.cic.gc.ca. As with all visas and visa waiver programs, it is the responsibility of the traveller to ensure they obtain the necessary authorization for travel prior to departure. Failure to comply may result in denied boarding. Passengers travelling on a passport other than an Australian passport and passengers with special visa requirements, should check immigration requirements with the Canadian High Commission or Consulate. Visa and other entry and exit conditions can change at short notice.

If you are travelling to South Africa:

The South African government has introduced strict new regulations regarding the travel of minors (children aged under 18 years) to and from South Africa. This applies to all nationalities and is being implemented to counter child abduction and human trafficking. In addition to producing a valid passport and full birth certificate, children travelling with only one parent or unaccompanied will also be required to produce a legal document signed by any non-travelling parents, giving approval for the child's travel. Otherwise, they must produce a death certificate of a parent registered on the birth certificate of the child, or a court order granting sole custody of the child. This legal documents can be a Statutory Declaration or an Affidavit and must contain full names and passport details of both parents registered on the birth certificate and contact details for any non-travelling parent. The documents should also specify the travel destinations of the parent and child. These legal documents or certified copies of these documents cannot be more than 3 months old. If there is only one parent registered on the birth certificate, that person has sole responsibility. Non-compliance will result in the passengers being denied boarding of flights or being turned back at the border.

Public Holidays and Overseas Opening Hours:

It is your responsibility to be aware of any public holidays that may occur during the duration of your itinerary as this may affect your travel arrangements. We also recommend you make yourself aware of all overseas opening hours for the cities you intend to visit on your itinerary.

Travel Advice and Health:

Please contact the Department of Foreign Affairs and Trade (DFAT) or visit www.smartraveller.gov.au at least six months prior to departure. We recommend you register your travel plans on this website prior to departure. You must also be aware of any health requirements for your itinerary and ensure that you carry all necessary vaccination documentation. Check with your local doctor or specialist vaccination clinic at least six months prior to departure to ensure you can complete the required vaccination schedule.

Please note that some countries consider certain Australian over-the-counter and prescription medications highly illegal or a controlled substance (for example codeine). Please check the health and medications requirements for the countries you intend to visit on www.smartraveller.gov.au or the destination's own website or consulate for further information.

If you are travelling to or transiting through the **United Arab Emirates (UAE)** with medications, you are subjected to inspection by a UAE Ministry of Health officer upon arrival. The officer has the right to ban or allow the entry of the medications to the country. **You are required to have a valid medical letter authenticated by DFAT and then have it legalized by the Embassy of the United Arab of Emirates in Canberra.** Please refer to the UAE Embassy in Canberra's website for more detailed information: <http://uae-embassy.ae/Embassies/au/Content/1803>

If you are traveling to **Russia**, the Russian Government introduced changes to laws concerning the importation (carrying) and use of medicines. These changes require all individuals arriving into Russia with medication to present documentation confirming the need for each medication. This may include medications that are available over the counter in Australia, or elsewhere, such as cold and flu medication. The documentation, normally a letter from a treating doctor, should contain a description of the medication, the reason for carrying it and the quantity required. **If these documents are issued in a language other than Russian, you are required to provide a notarised translation into Russian. Travellers who do not declare restricted medications may be detained.**

Special Requirements:

Please liaise with your Consultant regarding any special requirements such as particular meal and seating requests.

Frequent Flyers:

Please advise your Consultant of your frequent flyer membership details for inclusion in your flight booking. Please check your frequent flyer program for specific membership terms. We cannot guarantee that the supplier will credit you with points for your booking. Certain airfares do not permit frequent flyer points to be earned even if the airline is a participating member of the frequent flyer program. It is your responsibility to retain your boarding passes as proof of travel. It is also your responsibility to advise us if you wish to apply for an upgrade using your points so we may apply the most appropriate airfare for your journey. Please note that we do not arrange or register the upgrade – the frequent flyer member must register the upgrade directly with the airline in line with their program terms and conditions.

Travel Documents:

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. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings on your documentation will be your responsibility if not advised at the time of booking. It is your responsibility to collect all travel documentation from us prior to travel. As a general rule, your documents will be available for collection 2 weeks prior to departure, however this will depend on your individual arrangements. Please contact your Consultant to make an appointment to collect your documents. Please note that your documents will be released subject to the Booking Terms and Conditions being signed by you.

Privacy Policy:

Travelworks Cruise and Travel is committed to protecting your personal information. We will not share your personal information with any third party without your knowledge and/or consent. Travel service providers will require your personal information at the time of making the reservations on your behalf and we may provide them with this information in order to complete the booking process. This information may also be collected on a separate Booking Form which will need to be completed by you at time of booking and which we will submit on your behalf together with your deposit or final payment.

I acknowledge that I am 18 years of age or older and I understand and agree with the above terms and conditions.

Signature: _____

Date: _____

Full Name: _____