

Booking & Advisory Services - Terms and Conditions (ver. 170926)

Summary

1. References to "us", "we" and/or "our" in these Booking & Advisory Services (**B & A Services**) Terms and Conditions (**T & Cs**) means **BTW Services P/L atf BTW Unit Trust** trading as **Brighton Travelworld**.
2. We are a travel agent. We arrange travel services and sell a Travel Product on behalf of Third-Party Travel Providers (**Providers**) including airlines, tour and cruise operators, car hirers and accommodation providers. We charge a service fee for providing this service.
3. Once we have booked a Travel Product on your behalf, your contract is then with the Provider of those services.
4. Your rights to amend or cancel your Travel Booking and the cost of doing so will be governed by the Provider's terms and conditions. The Provider's T & Cs may be non-refundable or may have amendment and cancellation fees. It is important that you understand this when entering into a contract with us. These fees are in addition to amendment and cancellation fees charged by us, outlined in the Schedule of Professional Service Fees.

Agency

5. We provide you with B & A Services that allow you to acquire Travel Products from a Provider. We act as agent for the Provider.
6. By acquiring B & A Services from us, you agree that you have read and understood our T & Cs and the T & Cs of the Providers.

Fees and Commissions

7. We charge a fee for providing the B & A Services to you. The fee is non-refundable, even if the Travel Product is not used.
8. All fees are shown in the Schedule of Professional Service Fees at www.brightontravel.com.au
9. We may receive a commission, fee, rebate, gift or financial incentives from Providers, in respect of your booking. Any commission, gift, fee, rebate and/or financial incentive received by us from Providers in relation to your booking is non-refundable in the event of cancellation.

Liability of Agency and Limitations of Liability

10. We are liable to you for providing B & A Services in accordance with these terms and conditions.
11. Our travel B & A Services come with guarantees under the Australian Consumer Law which cannot be excluded. These guarantees include that the services:
 - a. will be provided with due care and skill;
 - b. will be reasonably fit for the specified purpose;
 - c. can reasonably be expected to achieve the desired result; and
 - d. will be provided within a reasonable time.
12. If we do not meet any of the expectations set out in paragraph 11, you have rights under the Australian Consumer Law.
13. Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.
14. Subject to the application of consumer guarantees which may be implied into the supply of B & A Services to you, we are not otherwise liable to you or anyone else for any loss or damage 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 Providers or other third parties.
15. Apart from the rights you have under the Australian Consumer Law that cannot be lawfully excluded, we shall not be liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party suppliers, force majeure or any other event which is beyond our control.
16. Nothing in these T & Cs is intended to exclude or restrict the application of consumer guarantees under consumer protection law.

Liability of the Provider

17. Once you have acquired B & A Services from us, the Provider will provide you with the Travel

Product on the T & Cs agreed between you and the Provider. You should obtain and read the Provider's T & Cs before acquiring B & A Services from us.

18. The Provider is liable to you for a breach of obligations in providing you with the Travel Product.
19. As an agent of the Provider, we have no control over or liability for, the services provided by Providers. We cannot guarantee the performance of the Provider and we have no liability in respect of the supply of any Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any provider of travel services or products by Providers. All bookings with us are subject to the T & Cs and limitations of liability imposed by the Provider.

Booking Terms

20. The Travel Products offered are subject to availability and can be withdrawn without notice by the Provider. Travel Products may also change at any time in accordance with the Providers terms and conditions.
21. When making a booking, you must provide details of each traveller correctly. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's details.
22. Travel Products obtained through the B & A Services are not guaranteed until payment has been made in full and documents have been processed.
23. It is your responsibility to contact the Provider prior to departure to ensure there is no change to the scheduled departure time.
24. Most airlines offer only electronic confirmation of your reservation, or 'e-ticketing'. 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.
25. When making a booking you must advise your consultant of any medical, dietary or mobility conditions you may have.

26. When making a booking you must advise us if you are pregnant.

Payment Terms

27. All pricing is reflected in Australian Dollars unless otherwise specified.
28. All pricing is inclusive of goods and services tax (GST), or other such value added taxes where applicable.
29. Payments processed in foreign currency (currency other than the original card holder's country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.
30. We sell Travel Products in two different ways:
 - a. as merchant, where we take payment directly from you at the time of booking confirmation; or
 - b. as retail, where your Travel Product will either be paid to the Provider directly at the time of booking or payable to the Provider on the date of travel.
31. Travel Products purchased in accordance with the 'retail' method, will not be bound by these T & Cs and you are responsible for pursuing any claims of cancellation, re-scheduling, refunds or chargebacks directly with the merchant.
32. As the merchant we are governed by the T & Cs of the provider of the merchant facility.

Refunds and Credits

33. If you cancel your Travel Product, your right to a refund or credit is subject to the T & Cs of the Provider.
34. If the Provider is required to provide you with a refund or credit for the Travel Product, we will liaise with the Provider to arrange that refund. Where you are entitled to a refund, we are unable to provide you with this refund until we receive it from the Provider. Please note that most Providers take 60 – 90 days to process any refund.
35. Any refund or credit will be subject to these T & Cs and will not include the Booking & Service Advisory fee, or any commissions received. You may also be charged a cancellation fee by the Provider.
36. Where refunds for unused services are allowed, a service fee may be charged by the Provider against the value of the refund.

No Show

37. 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.

Cancellation and Amendments

38. If you amend or cancel your Travel Product, we reserve the right to charge the cancellation and amendment fees as per the Schedule of Professional Service Fees.
39. The Provider may charge cancellation and amendment fees in accordance with the T & Cs agreed between you and the Provider. These will be in addition to the fees charged by us. We are not liable for any cancellation fees or refusals to refund made by the Provider.
40. Many Providers treat name changes and route and/or itinerary alterations as a full cancellation, and these can incur full cancellation charges.
41. We will not charge a cancellation or amendment fee if you cancel or amend your booking due to a breach by us of our obligations to you or due to our fault.

Cancellations and amendments for online low-cost carrier bookings only

42. If your flight booking is with a Low-Cost Carrier, you can only cancel or change your booking by contacting the Provider directly.

Cancellations and amendments for hotel bookings only

43. Please review the cancellation policy for your hotel booking for any penalties that may apply.

Force Majeure

44. We will not be liable for any failure or delay in performing our obligations in booking the Travel Product that is due to events beyond our control.
45. If a force majeure event occurs that affects your booking, your entitlement to a refund, a credit or re-scheduled travel booking will depend on the Provider's terms and conditions.
46. If your booking is impacted by a force majeure event and you are entitled to a refund or credit from the Provider, we will facilitate this refund or credit.

47. The Booking & Service Advisory fee, or any commissions received are non-refundable in the circumstance that a force majeure event occurs.

Low-Cost Flights

48. If you book a low-cost flight with us, we will make the booking on your behalf and your contract for your low-cost flight will also be subject to the airline's booking terms and conditions.
49. It is your responsibility to ensure that all details of the booking are correct before proceeding. For any changes or cancellations, please contact the airline directly, quoting your reference.

Additional Airline Charges

50. Some Providers may also charge additional fees. Please check with the Provider for their full terms and conditions.

Hotel/Accommodation Bookings

51. Some Providers will require an additional charge to be paid locally (e.g. a resort fee) at the time of check in or check out. This amount is in addition to the amount shown during the booking process under the 'total booking cost' amount.
52. 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 Provider at the time of check in/check out.

Changes in Price and Itineraries

53. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.
54. If a Provider changes any part of your booking for reasons beyond its control, 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. Any refund would be subject to the Travel Provider terms and conditions.
55. These T & Cs are subject to variation at any time. Any variation will be displayed here, and you will be deemed to have accepted a variation if you have made a booking after it has been displayed.

Your Obligations and Warranties

56. You warrant to us that:

- a. you are at least 18 years old and have the power, capacity and authority to enter into a binding contract with us and with the Providers of the Travel Products that you acquire;
- b. you have read and understood these T & Cs and if booking on behalf of third parties, you have conveyed these T & Cs to them;
- c. the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process;
- d. you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover; and
- e. you will use the B & A Services in accordance with these terms and conditions, and you will not use the B & A Services in any way to breach any laws or defame anyone.

Jurisdiction and Law

57. All matters arising out of or in connection with the B & A Services and these T & Cs are governed by the laws of Victoria, Australia. By acquiring the B & A Services, you consent and submit to the exclusive jurisdiction of the laws of Victoria, Australia.

Definitions

"We" and "us" means **BTW Services P/L atf BTW Unit Trust trading as Brighton Travelworld.**

"You" or "your" means any user of our website or any person who acquires the B & A Services, including any person who acquires a Travel Product (whether or not the B & A 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 Provider and includes advisory and consulting services.

"Force Majeure" means, but not limited to acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, adverse weather conditions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion and

generalised lack of availability of raw materials or energy.

"Travel Provider" or "Provider" or "Providers" means the company or person who provides you with the Travel Product on T & Cs agreed with you.

"Travel Product" means the service or product provided by a Provider, for example, an airline or a hotel.

"Website" means our website www.brightontravel.com.au.

Privacy Notice

BTW Services P/L and its associated entities collects your personal information to enable us to respond to your queries and provide you with the B & A Services, including assisting in arrangements with Providers (such as hotels and flights).

We will also use your personal information to create your itinerary, and provide you with information about our, and our partners', business, products and services.

For further information about how we handle your personal information, including how you can request to access and correct your personal information or complain about a breach of your privacy, please see our privacy policy at www.brightontravel.com.au

By signing up for our newsletter, alerts, offers or updates, you confirm you have read and understood our privacy notice for this service and you consent to BTW Services P/L sending you marketing material, including via electronic messages relating to our and our partners' products and services that may be of interest to you.

I consent to BTW Services P/L, sending me marketing material, including via electronic messages, relating to their and their partners' products and services that may be of interest to me, and BTW Services P/L disclosing my personal information to Helloworld Limited for this purpose.

I acknowledge that I understand and agree with the above terms and conditions.

Client Signature:

Client Name:

Date:.....

ANNEXURE – TRAVEL TIPS FOR TRAVEL PRODUCTS

These tips set out below are NOT legally binding terms and conditions.

Passports, Visas and Health Requirements

It is your responsibility to ensure that you have the required documents, including visas and passports, before travelling to a destination. For more information, please log onto www.dfat.gov.au and 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.

For International travellers booked on flights to the USA, 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/>.

For international travellers booked on flights to Canada, you either need a visitor visa or an Electronic Travel Authorization (eTA) to fly to, or transit through, a Canadian airport. An eTA can be obtained from the following website: <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html>

For international travellers booked on flights to the UK, you need to be aware of your eligibility for UK citizenship in relation the entry requirements. If you are not sure of your UK citizenship commence the ETA and it should prompt your eligibility. If you are not eligible to be a citizen, you will apply for an ETA from the following website: <https://uk.eta.travel/>.

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 before your travel departure date.

Travel Advice

We recommend that you contact the Department of Foreign Affairs and Trade (DFAT) or visit their website at www.dfat.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit.

Ticketing

For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. All other travel documentation, such as hotel booking confirmations, will be emailed to the email address you provided as an e-document. Should the Provider issue paper vouchers, these will be posted to the address you provided.

Baggage Allowance

Baggage allowance varies from airline to airline and in many cases the airfare you have paid may not include the cost to cover checked baggage. Please check with your Travel Advisor and/or the airline providing your flights for the allowances.

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. For bookings made by telephone via our Customer Service Team, please advise of 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 Provider but cannot be guaranteed.