

## TERMS AND CONDITIONS

Please carefully read through the terms and conditions below and ensure you understand and agree with the content prior to making your booking. All references to 'iLuv2Travel & Cruise', 'us', 'we' and 'our' contained herein will refer to LUVTRAVEL Pty Ltd trading as iLuv2Travel & Cruise.

iLuv2Travel & Cruise acts as a travel agent only. We sell various travel related products on behalf of numerous transport, accommodation and other wholesale service providers; including airline, coach, rail and cruise line operators. iLuv2travel & Cruise's obligation is to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard. All bookings are made subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse is against the specific provider and not iLuv2travel & Cruise. If for any reason, any travel service provider is unable to provide the services for which you have contracted your remedy lies against the provider and not with iLuv2travel & Cruise.

It is important that you and all members of the travelling party are aware of the following terms and conditions as they may relate all or in part to the bookings held by our office on your behalf. We will rely on the authority of the person making the booking to act on behalf of any other traveler on the booking so if you are making bookings on behalf of a couple or a group you will be responsible for ensuring that all members are made aware of the terms and conditions contained herein. We will be happy to provide you with more than one copy of this confirmation if requested. All reservations have been booked under the terms and conditions laid down by the airlines and tour wholesalers. Please pay particular attention to the clauses covering amendments and cancellations as detailed in their brochure.

iLuv2travel & Cruise reserves the right to also impose these fees detailed herein for your benefit.

### LIABILITY

Neither iLuv2Travel & Cruise nor any of its directors, employees or agents 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 no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the remedies required of us under relevant law, such as the Australian Consumer 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 force majeure or any other event which is beyond our control which is not preventable by reasonable diligence on our part. Our liability is also limited by any relevant international legislation and conventions. This liability clause is subject to your rights under the Australian Consumer Law and is not intended to limit any of your rights under the *Competition and Consumer Act 2010 (Cth)*.

### QUOTED PRICES

All prices quoted are correct as at the time of the quote and are subject to change. Prices are also subject to availability and can be varied or withdrawn prior to receipt of payment. Deposits are held against reservations and are not a price guarantee. Prices may fluctuate due to matters outside of our control such as exchange rates, taxes and airfare increases. Further taxes or surcharges may be imposed even after final payment has been made. These changes may occur without notice so please contact us for up to date prices.

### BAGGAGE ALLOWANCES

All airlines reserve the right to charge for any baggage at any time. Baggage charges are not included in your quote, invoice, itinerary or statement of account. For more information please call your travel consultant or the airlines for more information as many airlines have different rules for baggage allowances, dimensions and weight related to your itinerary.

### PAYMENT OPTIONS

All prices are based on payment by cash or cheque. Personal Cheques will not be accepted for travel within 7 working days of travel. All fees related to dishonoured payments will be charged to your account with a processing fee. Payment is also accepted with Cash, EFTPOS, Credit Card and Bank Cheques. We can also advise you of our Bank Account details for Direct Deposits at our Clients request. (You must allow minimum of two working days for this to be cleared into our Account). Please note: Surcharges from 1% will apply to credit card payments depending on the type of card used. Please enquire about the applicable surcharge at the time of payment. \*Subject to acceptance of credit card by wholesaler concerned. You authorise to charge all fees incurred by you in relation to the services provided to the card designated by you. If

payment is not received from the card issuer for any reason whatsoever, you agree to pay all amounts due to us immediately on demand. If you intend to pay by credit card to obtain reward points it is essential that we are informed at the time of booking what type of credit card you wish to use so that we can ensure that the airline or tour wholesaler accepts the relevant type of card as form of payment. In the event that payment has been made to iLuv2travel & Cruise by credit card, and iLuv2travel & Cruise has passed on the payment to the travel service provider you agree that you will not seek to charge back your payment from iLuv2travel & Cruise.

### PRIVACY

Your personal information will be handled with in accordance with our Privacy Policy which is available on our website at [www.iluv2travel.com/privacy-policy](http://www.iluv2travel.com/privacy-policy). We collect information about you (including health information where necessary) and may disclose your personal information to organisations which provide services to iLuv2travel & Cruise to enable us to provide products and services to you and to process your travel arrangements and facilitate your participation in loyalty programs. If the information is not provided, we may not be able to fulfil the service requested. As an iLuv2travel & Cruise customer, you may, at any time, request further information about the way we manage your personal information. You may also request removal from our contact lists or correct your personal information by contacting us in writing or by email. By providing personal information, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy.

### TRAVEL INSURANCE

Your holiday safety and enjoyment is important to us and we support the Australian Government's recommendation that all people travelling take out travel insurance.

Therefore in providing you with the total cost for your travel arrangements we may have included a quote for travel insurance. To help you identify which is the most suitable policy for you, we have included a copy of our brochure. It is important to read this brochure carefully and to take note of the cover and exclusions as they may relate to your particular circumstances.

If you have any pre-existing medical conditions (as listed in the brochure) then cover for this may need approval by the Insurer. If you need cover for a pre-existing medical condition that requires approval by the insurer, we are able to provide you with the Medical Assessment Form for completion and return to us. Please note that in providing you with this quote for insurance we have not taken into account your personal objectives, financial situation or needs. Before deciding to purchase any of the travel insurance policies we recommend you should read the Product Disclosure Statement (PDS) and policy wording.

If you have taken out another Travel Insurance Policy or believe you have adequate cover from a credit card policy we will require details of the insurance cover that you hold. We are an authorised representative of Cover-More Insurance Services Pty Ltd, ABN 95 003 114 145 (insured by Zurich Australian Insurance Limited as well as Traveller's Choice Limited, ABN 59 138 565 067 (insured by Allianz Global Assistance). If you decline the offer to purchase travel insurance you may be required to sign an Indemnity Form before travel documents will be released.

#### **TAXES & LEVIES IMPOSED**

Various countries, states, towns and airports around the world and in Australia impose a variety of Security, Airport & Departure Taxes. Where applicable and possible these have been included in the cost of the airline ticket and are shown in the relevant tax boxes. There may be some variations in final costs depending on exchange rate fluctuation and the number of taxes imposed at time of ticketing. Any additional costs or taxes that occur such as departure taxes payable at airports in cash will be the responsibility of the traveler.

#### **TRAVEL DOCUMENTS**

Travel documents include, but are not limited to airline tickets, tour voucher, hotel vouchers and/or any documents confirming any booking or arrangements with a service provider. Some travel documents are subject to certain terms and conditions and/or restrictions including cancellation, amendment and non-refundable fees. Please ensure you read these documents carefully to understand the terms applicable. Travel documents can not be transferred to another person to use. Airline tickets must be issued in the name of the passport holder. An error on a booking may result in an inability to use that booking and/or the booking being cancelled. We recommend that you review your travel documents carefully and notify us of any errors (including name, dates and times) immediately. It remains your responsibility to collect all your travel documents from us prior to your travel. Your travel consultant will advise you when your travel documents are ready for collection, however in general this would be at least 2 weeks prior to your travel.

#### **PASSPORTS**

Domestic Flights/Tours - You will require valid approved photographic identification to travel domestically.  
International Travel - You will require a valid passport to travel internationally. Most countries require a valid passport with at least 6 months validity from the date of the traveller's return. Please advise us if your passport is valid for less time. Some countries may also require "machine-readable" passport. Should you hold a foreign passport, please advise your travel consultant as you may require a visa to return to Australia which is up to the Passport Holder to make sure all visas and re-entries are current. We will require your passport details at your earliest convenience. Whilst we offer full assistance, it is the responsibility of each traveler to ensure that they have full and correct travel documentation to undertake their journey. Please refer to [www.dfat.gov.au](http://www.dfat.gov.au) for Australian passports to get the latest and complete information. For other citizens please contact your relevant embassy or consulate. Any Australian passport issued outside of Australia may not be a "machine readable passport". You are required to comply with all laws and regulations relating to travel, and can contact the Australian Department of Foreign Affairs & Trade for a renewal passport. Travel documents and airline tickets must exactly match the name and spelling as appears in the passport. Additionally, for security reasons some airlines may require all details as they appear in the passport prior to ticketing. Please ensure that you advise your consultant of the correct details at the time of booking. We may need to sight your passport before any documents can be released and we will not be liable for any incorrect information given to us nor for any re-issue fees imposed by the airline or tour wholesaler should re-issue of documentation be required. If travelling on any passport other

than Australian it may be necessary for you to obtain a re-entry visa into Australia or visa for other countries. Whilst we offer full assistance, it is the responsibility of each traveler to ensure that they have full and correct documentation to undertake their journey, and we do not accept any liability whatsoever.

#### **VISA REQUIREMENTS**

Visa requirements vary for each destination country, and it is the obligation of the traveler to ensure that all visa requirements are satisfied. The issuance of visas is not the responsibility of your travel agent and we cannot be held responsible should you be unable to obtain the correct visa to undertake your journey. International Travellers seeking to travel to or through the USA under the Visa Waiver Program must apply at <http://esta.cbp.dhs.gov/esta/esta.html>. The process of applying for a visa is the sole responsibility of the traveler. Australian Passport holders requires a visa to enter some countries. Some countries allow for a "visa free" stay for tourism purposes, however if you are travelling on business this does not always apply. There may also be other exceptions where entry may be refused despite a visa not generally being required e.g. where you or a member of your travelling party have a recorded criminal offence. Please speak with the relevant consulate of the country you are visiting prior to departure for further information. Some consulates charge visa fees and we reserve the right to charge a service fee to cover courier fees and the like should we obtain this documentation on your behalf. Deportation for non-issuance, incorrect visa or other reasons relating to visas is at the traveler's expense. Although many countries have visa free entry for tourists for specified lengths of stay, entry to that country is still a port of entry decision.

It is therefore important that you ensure that you have valid travel documents including passports, visas and re-entry permits which meet the requirements applicable to your destinations. Any penalties, payments and/or fines as a result of non-compliance of these documents will be the sole responsibility of the traveler. We recommend that you contact your travel consultant for information regarding visas, passports and other travel documents required for your travel. We are able to provide general information on international bookings made through us. We can provide assistance in obtaining visas however this is an additional service and fees will apply which will be quoted on request.

#### **DEPARTMENT OF FOREIGN AFFAIRS & TRADE WARNINGS**

For reasons of political unrest, acts of war or terrorism or natural disasters in certain parts of the world, the Australian Government in conjunction with various other worldwide bodies may decide to issue a Government Advisory warning to Australian passport holders not to travel to that country. In these instances, whilst travel to some countries is not advisable and some clauses of the travel insurance coverage may not be effective, we appreciate that some clients may still need to travel to those areas. Whilst we are prepared to make these bookings on our clients' behalf we do so without responsibility or liability. Should you wish to check with the Department of Foreign Affairs their web address is: [www.dfat.gov.au](http://www.dfat.gov.au). There is also another service provided to Australian travellers where you are able to register your personal details i.e. passport numbers, contact details in Australia and the countries you will be visiting. These details are automatically passed on to the relevant Embassies of the countries you will be visiting. Simply register via the website: [www.orao.dfat.gov.au](http://www.orao.dfat.gov.au) to utilise this service, and for consulate warning [www.smartraveller.gov.au](http://www.smartraveller.gov.au).

#### **INTERNATIONAL DRIVING PERMITS**

If you intend to drive overseas, an International Driving Permit (IDP) is a useful travel document and is required for renting a motor vehicle in many countries. Also most car rental companies require a credit card imprint before allowing the vehicle to be hired. If you require more information on either of these please ask your travel consultant.

### **FREQUENT FLYER PROGRAMS**

Most airlines offer Frequent Flyer Reward Programs - if you are not a member of any of these programs we are happy to discuss your options and of course the benefits with you.

Similarly, if you are a member of any Frequent Flyer program please ensure that your consultant is aware of this immediately so that the necessary steps can be taken to ensure that you earn the rewards. As a safeguard it is also advisable to keep all your boarding passes so that you can verify this against your Points Summary after travel has been completed.

NB: Frequent Flyer points are not always available on special fares with some airlines.

### **SPECIAL REQUESTS**

If you have any special requests: i.e. aisle or window seats, special dietary requests, airport assistance or hotel room type every attempt will be made by us to accommodate your request, but as we are not the ultimate service provider we are not in a position to be able to guarantee the request.

### **TRAVELLERS HEALTH ADVICE AND VACCINATIONS**

To visit most popular destinations, no vaccinations are required. However, for some unique, tropical, or adventure destinations there may be the need for vaccinations. We recommend that you contact your nearest Travellers Medical Centre who are specialists in this field. Your local doctor may not have access to the most recent World Health Organisation notices. If you are unable to undertake travel because you do not meet the health requirements we will not be liable for any extra costs that may be incurred.

### **CHECK-IN PROCEDURES**

Each airline has their own formalities on check-in procedures so please read your itinerary for the correct departure terminal. Please ask your travel consultant for further information.

### **FUNDS NOT ON TRUST**

Any moneys paid by you will become and remain the property of iLuv2Travel & Cruise. Such moneys will be held as a debt to travel service providers and will be payable once the services as booked have been provided. You agree that any moneys paid by you will not be held in trust on your behalf and that we may hold such moneys as we see fit including with our own and/or other client's monies.

### **FEES**

Below are our minimum fees applicable. Additional fees may be charged depending on service provider and/or government policies and charges.

- Deposit and payment - payment of a deposit will be required upon booking and you will be advised of the amount due by your travel consultant. Any deposit paid will be non-refundable should you cancel the booking or change your mind after payment (subject to your rights pursuant to the Australian Consumer Law). Final payment of your booking will be due prior to your departure and will be advised by your travel consultant. Please note that some airfares and/or services must be paid in full at the time of booking.
- Late booking fee (within 05 working days) from \$110.00 per booking.
- Amendment to existing bookings – a fee from \$75.00 per booking segment amended per person plus supplier fees.
- Cancellation fees - from 15% of the total booking cost plus supplier fees. Please note that some supplier fees applicable on cancellation can be up to 100% of the cost of the booking depending on their conditions. In cases where you seek a refund from a supplier for any cancelled booking and/or any reimbursement of

whatsoever nature, we will not provide a refund to you until we receive the funds from the supplier.

- Assistance with INSURANCE CLAIMS – if your travel insurance was booked through iLuv2Travel & Cruise we will assist you with an insurance claim free of charge. If your travel insurance was not booked through iLuv2Travel & Cruise a fee from \$110.00 per person will apply.

All service fees are per person, per ticket or item unless otherwise stated. These service fees are in addition to any cost recoveries retained and/or charged by airlines, travel wholesalers or other suppliers and are subject to change without notice. Credit card surcharges may apply.

### **APPLICABLE LAW**

Any dispute arising between you and iLuv2Travel & Cruise will be governed by the laws of Australia.

### **ACKNOWLEDGEMENT**

You acknowledge:

- ⊗ You are 18 year or older;
- ⊗ You have read and agree with the above terms and conditions as well as our Privacy Policy.