



TRAVEL AND CRUISE FUNDAMENTALS BOOKING TERMS AND CONDITIONS

The following terms and conditions are to be read in conjunction with booking conditions of the specific Wholesaler, Tour Provider, Cruise Line or other service provider, as applicable to any current or future booking. These terms and conditions constitute a legal agreement between Wayclay Pty Ltd ATF Moffat Family Trust trading as Travel and Cruise Fundamentals (hereafter Travel and Cruise Fundamentals) and all parties named on the booking form (hereafter The Customer) and govern the relationship.

The Customer agrees that once Travel and Cruise Fundamentals accepts a booking on behalf of a third party travel supplier (hereafter the Supplier), the Customer will have a separate contract with the Supplier, which will be governed by the Supplier's terms and conditions. It is the Customer's responsibility to make themselves aware of those other Terms and Conditions.

YOUR SIGNATURE ON THE FINAL PAGE OF THESE TERMS AND CONDITIONS OR TRAVEL AND CRUISE FUNDAMENTALS' BOOKING FORM CONFIRMS THAT YOU, THE CUSTOMER, HAVE READ, UNDERSTAND AND ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF ALL PERSONS NAMED ON THE BOOKING FORM.

At Travel and Cruise Fundamentals, we pride ourselves on the service we provide our customers. As a part of this service, please find detailed all applicable terms and conditions of booking your travel arrangements with us. Please take the time to read through and familiarise yourself with these terms and conditions.

THIRD PARTY SERVICES

Travel and Cruise Fundamentals is a Travel Advisor and in the provision of holidays or travel products acts solely as an agent on behalf of the Supplier. Travel and Cruise Fundamentals is not liable to you for any act, default or neglect of any kind by any Supplier and is unable to guarantee the performance of any Supplier.

Suppliers are all travel, accommodation and other associated services provided to you by a third party airline, cruise line, tour, travel, rail, sightseeing, accommodation or other operator, booked on your behalf by Travel and Cruise Fundamentals.

Travel and Cruise Fundamentals may receive fees, commission, gifts or financial incentives from third parties under this contract.

TRAVEL AND CRUISE FUNDAMENTAL'S ADVISOR FEES

A fee will be advised at the time of enquiry and prior to any work being undertaken on The Customer's behalf. This fee will take into account the scope of work required and any expected remuneration from providers.

The fee will be payable prior to any work being undertaken.

All advisor fees are non-refundable whether booking or travel goes ahead or not.

Travel and Cruise Fundamentals reserves the right to impose further fees should the scope of work change substantially from initial request. These will be advised prior to additional work being undertaken.

QUOTATIONS

All prices quoted are current at time of quotation, provision of a quote does not guarantee availability.

Prices are quoted in Australian Dollars (unless advised to the contrary), are subject to change at time of booking and are subject to availability.

Travel and Cruise Fundamentals is unable to guarantee a quoted price until such time as the travel arrangements are fully confirmed.

Once all travel arrangements are fully confirmed, prices are still subject to change without notice until such time as full payment is received for the travel arrangements.

TRAVEL CONFIRMATION

At your request, we will endeavour to confirm your desired travel arrangements. However, this cannot always be achieved due to availability at time of booking.

If availability for your desired holiday is not possible, we will recommend alternative options.

If availability of your desired holiday is possible, we will provide you with a confirmed travel itinerary and statement of costs.

The travel itinerary will detail arrangements made on your behalf and the statement of costs will provide full costing including any outstanding monies due and the due date.

Please note the following:

Changes to fares, currency fluctuations, taxation and other legislation do occur. As a result, all prices and costs are subject to change without notice and cannot be guaranteed until payment is made in full.

Fuel surcharges may be imposed by operators after payment in full has been received. This is outside of our control.

PAYMENT

All prices are based on payment by cash, direct deposit or cheque.

Cheques (whether personal cheques or Bank cheques) will not be accepted within five business days of travel or payment due date.

Payment by credit card will incur a surcharge:

MasterCard: 1.3%, Visa 1.5%, American Express: 1.8%, International cards: 3.00%

We will require the signature of the cardholder that is authorising charges to their credit card. We will not accept credit card details over the phone for payment. If you are unable to pay by credit card in person, a link on our invoice is provided for you to securely make payment through our credit card payment facilitator, TravelPay. Terms and conditions for utilisation of this service can be found at: <https://travelpay.com.au/travelpay-public-webpay-terms-conditions/>

Some airfares and services require payment at the time of booking.

Final payments are generally required 6 weeks prior to departure, however, some suppliers have earlier payment requirements. These will be advised to you at the time of booking.

Failure to make payment by the due date will result in the booking being cancelled and deposits forfeited.

It is the Customer's responsibility to ensure all payments are made in a timely manner to avoid cancellation.



DEPOSITS:

Most Suppliers require a non-refundable deposit to secure your arrangements. Whilst these are generally due within 5 to 7 days of confirming the arrangements, some Supplier deposits may be required earlier, you will be advised of these requirements prior to booking.

AMENDMENTS

Any amendments made by the Customer are required in writing.

No amendments will be actioned by Travel and Cruise Fundamentals without written instruction to this effect.

Travel and Cruise Fundamentals reserves the right to administer fees for handling amendments, fees will be advised prior to any changes being made. Suppliers may make amendments to the Customer's arrangements as per their Terms and Conditions, these will be immediately advised to the Customer upon receipt of notification.

Amendment fees may be levied by travel operators such as airlines, tour operators, hotels and car rental companies for voluntary amendments. It is important that the Customer understands these fees prior to making any amendments.

CANCELLATIONS

Any cancellation of arrangements by the Customer is required in writing.

Cancellation requests will not be actioned without written instruction.

Travel and Cruise Fundamentals reserves the right to administer fees for handling cancellations, fees will be advised prior to any cancellations being made.

Suppliers may impose cancellation penalties, please ensure you are aware of these prior to requesting any cancellations.

Some tickets may be non-refundable and non-transferrable.

Any refund for cancelled arrangements will not be paid to the Customer until the Supplier has provided the refund to Travel and Cruise Fundamentals.

REFUNDS

Travel and Cruise Fundamentals will not provide the Customer with a refund for any service or advisor fees charged if the booking does not go ahead. Refunds for bookings are subject to the Terms and Conditions of Suppliers.

If the supplier is required to provide the Customer with a refund for the booking, Travel and Cruise Fundamentals will provide the refund subject to the Supplier's Terms and Conditions.

Travel and Cruise Fundamentals is not responsible for any Supplier delays in issuing refunds.

Airline refunds may take between 60 to 90 days to be processed by the airline.

Travel and Cruise Fundamentals retains the right to retain all income received from the supplier in the event of cancellation by either the Customer or the Supplier to offset costs incurred in facilitating arrangements for the Customer.

GST

Prices and costings quoted include GST (where GST applies) unless expressly stated otherwise. If GST is not included in the price or costings, an amount equal to the purported GST (ignoring any tax credits available to Travel and Cruise Fundamentals) may be added with respect to the period 1 July 2000 onwards. This amount is payable at the same time and in the same manner as all other amounts.

CUSTOMER DOCUMENTATION

It is the Customer's responsibility to ensure that they have the requisite documentation before travelling to a destination.

Travel and Cruise Fundamentals is able to assist with general enquiries, but it is the Customer's responsibility to check and comply with the requirements.

A valid passport with a minimum of six months' validity from the Customer's return date into Australia is required for all international travel.

Customers travelling on a foreign passport may require a re-entry visa for Australia.

Travel and Cruise Fundamentals needs to view the Customer's passport/s to ascertain the validity and confirm that names in bookings match the documentation.

All passports must be in excellent condition to avoid being denied boarding aircraft or ships or entry to other countries.

Please check at time of booking that the name/s on the Customer's confirmed travel itinerary corresponds exactly with the name/s in the customer's passport/s.

The name on the Customer's airline ticket/s must be identical to the name/s on the passport/s or the airline will deny boarding. As a result of increased security measures at International Airports, Travel and Cruise Fundamentals must advise the airline/s of the following information. Failure to advise these details may result in denied boarding.

- Full name as per passport
- Passport number, expiry date and Nationality
- Date of birth
- Contact details of the Customer

VISA REQUIREMENTS

Australian Passport holders require a visa to enter some countries.

Some countries allow for a "visa free" stay for tourism purposes, if the Customer is travelling on business this does not always apply.

If the Customer or members of the travelling party have a recorded criminal offence, entry to some countries may be denied.

It is recommended that the Customer confirms requirements on the Smart Traveller website: <https://www.smarttraveller.gov.au/>

Issuance of visas is not the responsibility of Travel and Cruise Fundamentals and Travel and Cruise Fundamentals cannot be held responsible should the Customer be unable to obtain the correct visas to undertake the journey.

Holding a visa does not guarantee entry to a country, this is at the discretion of border control authorities on arrival.

Deportation for non-issuance or incorrect visas is at the traveller's expense.

It is the Customer's responsibility to inform Travel and Cruise Fundamentals of any passport or visa difficulties.



DEPARTMENT OF FOREIGN AFFAIRS AND TRADE TRAVEL ADVICE

It is the Customer's responsibility to check the Smart Traveller resource at <https://www.smartraveller.gov.au/> for information and advice on the Customer's destination and also to register travel details with DFAT in case of emergencies.

TRAVELLERS' HEALTH ADVICE

It is the Customer's responsibility to seek medical advice in relation to their travel and to ensure that they are aware of any specific requirements for their destination/s.

Vaccinations may be required for entry to some countries, proof of relevant and up to date vaccinations may be required and entry to the country may be denied if not available.

General advice on health precautions may be found on the Smart Traveller resource: <https://www.smartraveller.gov.au/>

FREQUENT FLYER PROGRAM

It is the Customer's responsibility to advise Travel and Cruise Fundamentals of any Frequent Traveller membership.

The Customer should retain all boarding passes and other receipts until points have been allocated.

Travel and Cruise Fundamentals does not accept any responsibility for the allocation of Frequent Flyer points for the Customer's travel or the inability to claim points.

SPECIAL REQUESTS

Every attempt will be made by Travel and Cruise Fundamentals to accommodate the Customer's special requests such as seating on aircraft, special dietary requests, airport assistance or hotel room type, etc.

Travel and Cruise Fundamentals is unable to confirm or guarantee such requests, these are at the sole discretion of the Supplier.

Travel and Cruise Fundamentals does not accept responsibility for the delivery of such requests by the Supplier/s

TRAVEL INSURANCE

Travel and Cruise Fundamentals strongly recommends that the Customer arranges adequate Travel Insurance at the time of paying any monies for their travel.

Travel and Cruise Fundamentals is able to offer a choice of policies, copies of the Product Disclosure Statements will be provided to help the Customer decide the most suitable policy for their needs.

It is important to read these brochures carefully and to take note of the cover and exclusions as they may relate to the Customer's particular circumstances.

It is the Customer's responsibility to ensure the cover taken is adequate for their needs and that pre-existing medical cover is arranged if required.

In providing the Customer with this information for insurance, Travel and Cruise Fundamentals has not taken into account the Customer's personal objectives, financial situation or needs. Before deciding to purchase any of the travel insurance policies offered by Travel and Cruise Fundamentals, the Customer should read the Product Disclosure Statement (PDS) and policy wording.

If the Customer has taken out another Travel Insurance Policy or believes they have adequate cover from a credit card policy, Travel and Cruise Fundamentals will require details of the insurance cover that is held.

If the Customer declines the offer to purchase travel insurance, the Customer will be required to sign an Indemnity Form before travel documents will be released.

Travel and Cruise Fundamentals will impose a fee of \$300.00 for providing documentation for any insurance claims on policies not issued by us.

PRIVACY

Travel and Cruise Fundamentals collects information about the Customer (including health information when necessary) and may disclose this personal information to organisations which provide services to Travel and Cruise Fundamentals, to enable us to provide products and services to the Customer, process the Customer's travel arrangements and facilitate the Customer's participation in loyalty programs.

If this information is not provided, Travel and Cruise Fundamentals may not be able to fulfill the service requested.

As a Travel and Cruise Fundamentals' customer, you may at any time, request further information about the way we manage your personal information. The Customer may also request removal from Travel and Cruise Fundamentals contact lists or correct their personal information by contacting us in writing or by e-mail.

Full details can be found on Travel and Cruise Fundamentals Privacy Policy document on our website: <https://travelandcruise.com.au/>.

LIMITATION OF LIABILITY

Subject to Australian Consumer law, Travel and Cruise Fundamentals does not accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused by Suppliers or third Party providers over whom Travel and Cruise Fundamentals has no direct control.

Travel and Cruise Fundamentals is not liable for Force Majeure or any other event which is beyond Travel and Cruise Fundamentals' control or which is not preventable by Travel and Cruise Fundamentals

FORCE MAJEURE

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include

- a) Financial distress nor the inability of either party to make a profit or avoid a financial loss
- b) Changes in market prices or conditions, or
- c) A party's financial inability to perform its obligations hereunder

In the event that a Force Majeure applies, the Customer will be bound by the Supplier's terms and conditions.



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GOVERNING LAW

These conditions are governed by the laws of Western Australia, Australia and any action arising under them or in any way connected with a booking may be brought only in a court in Western Australia, Australia, subject to any law which is expressly inconsistent with this.

THE CUSTOMER'S RESPONSIBILITY

The Customer warrants that they are over eighteen (18) years of age and have sufficient funds to pay for the travel services.

The Customer has read Travel and Cruise Fundamentals' Terms and Conditions and if booking for third parties, has conveyed these Terms and conditions to them and is authorised to act on their behalf.

The customer has read the Terms and Conditions of any suppliers or thirds party service providers and agrees to be bound by those.

The Customer is responsible for checking the accuracy of all documents provided to them.

The Customer is responsible for contacting the airline at least 72 hours prior to travel.

The Customer warrants and acknowledges that they have accessed the Smart Traveller website for any specific enquiries in relation to the intended destination.

Passport, Visa and other required identification are the Customer's responsibility.

TRAVEL ADVICE COVID -19 (Coronavirus)

With the ever-changing landscape of the Coronavirus pandemic still having an impact on travel, it is important to remain up to date with the latest information. COVID -19 information can be found on the [Australian Government of Health](#) website while up-to-date travel advice can be found on the [Smart Traveller](#) & [Health Direct](#) website.

In addition to the destination requirements, you should familiarise yourself with airline requirements and passenger safety. At this current time, you are required to wear a mask on **ALL** domestic flights within Australia. Your face mask needs to cover your mouth and nose and must be worn unless you are under 12 years of age or have a medical condition. Make sure you are aware of any airline or government requirements that apply at your destination in relation to face masks, COVID-19 testing and safety requirements.

This information is subject to change at any time and without notice. It is recommended that you continue to keep updated with all relative information for your home state, transit destination and arrival destination and airline policies from time of booking until you return home.

Travel and Cruise Fundamentals will continue to assist clients with their travel requirements in a safe and sensible manner, however it is the traveller's responsibility to monitor the ever changing and evolving requirements and restrictions for travel. Any cancellation fees or change fees that are incurred due to COVID-19 will be at the expense of the traveller.

Travel and Cruise Fundamentals is unable to facilitate any arrangements on behalf of the Customer until a copy of the signed acceptance of these terms and conditions has been provided by the Customer.

By signing this document, I, the undersigned, acknowledge that I have been provided with a copy of and accept, the Travel and Cruise Fundamentals Terms and Conditions.

Name of Customer:

Signature of Customer:

Date signed by customer: