



BOOKING TERMS AND CONDITIONS

Executive Summary of Key Terms & Conditions

- All prices quoted are in Australian dollars (AUD \$) and include all applicable taxes or fees unless otherwise stated.
- We are a travel agency selling products on behalf of “Third Party Suppliers”, which refers to travel providers including, but not limited to, airlines, transfer companies, rental car companies, tour wholesalers, accommodation, tour operators etc. We exercise great care in the selection of reputable service providers but cannot guarantee the performance of third party suppliers.
- We may receive commissions or financial incentives from third party suppliers.
- You will be required to pay a deposit or deposits when booking. Airfares and some services must be paid in full at the time of booking. We will advise you of how much is required for the deposit to secure all travel arrangements.
- All deposited bookings are subject to the terms & conditions of both Journey Earth and their third party suppliers.
- Availability and prices are subject to change until the agreed deposit is paid and third party supplier bookings are confirmed in writing.
- All payments are non-refundable for changes of mind or cancellations by you or, based on our sole discretion, used toward a future trip.
- Final payment is required no later than 60 days prior to departure unless otherwise stated
- Change and cancellation fees apply to all bookings once a deposit has been paid. All service fees and commissions are non-refundable.

Prices

All prices quoted are in Australian dollars (AUD \$) and include all applicable taxes or fees unless otherwise stated. Availability and prices are subject to change until the agreed deposit is paid.

Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases.

Deposit and Final Payment

You will be required to pay a deposit when booking. We will advise you of how much that will be. Airfares and some services must be paid in full at the time of booking so it may vary.

All trip deposits are non-refundable.

Full and final payment is required no later than 60 days prior to departure unless otherwise stated.

In the event of cancellation prior to a final balance being paid, the deposit may, in our sole discretion and dependent on the terms & conditions of our third party suppliers, be applied towards the booking of a future tour of equal or greater value than the cancelled tour. This deposit must be used to book a future tour starting no later than 365 days after the departure date of the cancelled tour, and will be applied less;

- An administrative fee of AUD \$200 per person
- Any credit card fees or bank charges that we incurred for the cancelled tour, and
- Any non-refundable deposits that we may have already paid to third party suppliers.

Our Change and Cancellation Fees

The following **change and cancellation fees apply to all bookings which have been paid in full.**

- Changes to any fully paid bookings will incur a fee of AUD \$50 per passenger, per itinerary element in addition to any third party fees.
- Cancellation of any fully paid bookings will incur a fee of AUD \$100 per passenger, per itinerary element in addition to any third party fees.

Airline/Third Party Supplier Change and Cancellation Fees

Changed or cancelled bookings (which have been confirmed and deposited) may also incur airline or third party supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced.

Airline or third party supplier fees may also apply where a booking is changed (including name changes) and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us, for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier.

Refunds

- If the third party supplier is required to provide you with a refund for the booking, we will provide the refund, subject to the supplier's T&Cs.
- We will not provide a refund for any service fees charged if the booking does not go ahead.
- Any refund for cancelled bookings will not be paid until the supplier provides the refund to us.
- We are not responsible for third party supplier delays in issuing refunds. Airlines take up to 90 days to process refunds.

Payments by Credit Card

Credit card surcharges of 1.16% for Visa and MasterCard and 1.80% for American Express will apply when paying by credit card.

Payments by International Wire Transfer

Please note that payments by international wire transfer require up to 5 business days to process. If you are paying by this method, you will need to make the payment at least 5 business days prior to the actual due date.

Taxes

Airline taxes are included in your airfare and are subject to change until confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports.

Agency

We act as an agent for, and sell various travel related products as an agent on behalf of numerous third party suppliers - transport, accommodation, tour operators and other service providers, such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. Any services we provide to you are collateral to that agency relationship.

With your express authorisation, our obligation to you is to make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers.

We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by 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 these service providers. We can provide you with copies of the relevant service provider terms and conditions on request. Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

Limitation of Liability

To the extent permitted by law, Journey Earth, its' directors, employees or agents 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, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

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, generalized lack of availability of raw materials or energy.

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 Australian Consumer Law).

Special Requirements

Please liaise with your consultant regarding any special requirements you may have for your travel arrangements such as special meals and seating requests, room type or disabled access.

Frequent Flyers and Special Requests

When booking with one of our consultants, please advise any Known Traveller Numbers, Frequent Flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking. Special requests, such as specific meals, will be passed onto the airline but cannot be guaranteed by Journey Earth.

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.

Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. As a general rule your travel documents will be made available to you at least two weeks prior to departure, however this will depend on your individual arrangements.

Schedule Changes

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.

Privacy Policy

By providing personal information to us, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients.

Such recipients may include the overseas travel service providers (e.g. airlines, accommodation and tour providers etc) with whom you make a booking. We may also disclose your personal information to service providers who perform services for us within and outside of Australia.

Generally, we will only disclose your personal information to these persons in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

Governing Law

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

Acknowledgement

I acknowledge that I am 18 years of age or older and I understand and agree with the above Journey Earth Booking Terms and Conditions and Privacy Policy.

These booking terms and conditions were last updated on 31 August 2023.