

## Booking Terms & Conditions

Please read the following Terms & Conditions carefully. You must not make any booking unless you understand and agree with these Terms & Conditions. References to “us”, “we” and/or “our” in these Booking Terms & Conditions shall mean Wanderlust Luxury Tours (“WLT”). References to “you” shall mean “the client” or “the clients”.

We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person shall bind all such travellers to these terms & conditions.

## Booking Your Travel Arrangements

To accept the offer of WLT set out in the invoice, you must pay to WLT the deposit set out in the invoice. WLT is under no obligation to you to book the travel arrangements unless and until the booking form and the deposit are provided to WLT.

## Payment of the Deposit

The payment of the deposit or any other partial payment for a booking, constitutes consent to all provisions of the Booking Terms & Conditions and general information contained in our invoice and travel documents. The terms under which you agree to take these trips cannot be changed or amended except in writing signed by an authorised officer of WLT. The deposit paid is not refundable (subject to your rights under Australian Consumer Law).

## Your Travel Documentation

Upon the client providing to WLT the booking form and deposit, WLT will provide a travel pack to you. Your travel pack may 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. The client undertakes to advise WLT within 7 days of the date of the provision of the travel pack of any error that is contained in the travel arrangements as upon expiry of the 7 days, the client is deemed to have accepted that the client’s travel arrangements are as set out in that travel pack.

## Frequent Flyer

Please let us know your 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.

## Prices & Payment for Travel Arrangements

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. The client agrees to make payment for the travel arrangements strictly in accordance with the schedule set out in the Invoice.

If the client fails to make payments in accordance with the schedule, then, the client is in default under the terms and conditions of this agreement and the travel arrangements are deemed cancelled as at the date of default.

## What is Excluded from the Travel Arrangements

The client acknowledges and agrees that the only services to be provided are those specifically set out in the invoice and in the travel pack. Therefore, all other occurrences experienced whilst the travel arrangements are in place, are at the cost of the client. The following are not a part of the travel arrangements:

- travel insurance;
- visa, passport and vaccination charges;
- airport departure and airline taxes;
- any meals, transport costs, accommodation costs or other expenses that are not included in the travel arrangements;
- laundry, postage, personal clothing, medical expenses and items of a personal nature;
- emergency evacuation and/or emergency search charges;
- additional expenses caused by delay, accidents or disruption to planned itineraries;
- tipping and excess baggage charges;
- beverages (unless specified in the invoice); and
- any item not specifically detailed as included in the travel arrangements.

You authorise us to charge all fees incurred by you in relation to the services provided to the credit card or debit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

## Changes to Travel Arrangements by You (“Client’s Changes”) & Cancellation Fees

Subject to your refund and remedy rights under the Australian Consumer Law, the following change and cancellation fees apply to all bookings.

The client may alter travel arrangements, but only by giving written instruction to WLT as to the changes required. Each change will attract an administration fee of \$100 and any increase cost occasioned by the change will be the subject of a tax invoice provided by WLT to the client. Should the client fail to meet payment of the amount on the tax invoice within 7 days of the issue of same, the client is deemed to be in default under this agreement and the travel arrangements are deemed cancelled as at the date of that default.

The travel arrangements can be cancelled by the client but only by providing WLT with written notice of the client’s intention to do so. Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. 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.

Where a tour operator or airline company has a cancellation policy different to that set out below, then whatever that policy is or might be, that policy shall apply to any cancellation of travel arrangements with that tour operator or airline company.

If such a cancellation policy does not exist, and if the client wishes to cancel travel arrangements, and the cancellation notice is received:

- 60 days or more prior to departure – the client will forfeit the deposit paid;
- between 60 and 30 days prior to departure – the client will forfeit 50% of the cost of the travel arrangements;
- 30 days or less prior to departure – the client will forfeit 100% of the cost of the travel arrangements;

## Changes to Travel Arrangements by WLT (“WLT Changes”)

The client acknowledges and agrees that for a whole series of reasons, WLT may have to alter the travel arrangements up to and including and throughout the travel period. You agree that no claim for compensation can or will be made against WLT if such a change has to be made, as long as the change is made on the basis of reasonable justification and that alternative arrangements are put in place by WLT that are of the same quality as those set out in the travel arrangements.

## Refunds for Unused Portion of Travel Arrangements

The client acknowledges and agrees that the travel arrangements are a package and that you cannot choose to select portion of the travel arrangement and be refunded in whole or in part for those portions unused.

## Travel Insurance & Advice

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. The client acknowledges and agrees that where you request WLT to book travel insurance, that you have undertaken a due diligence of the company providing such insurance and has satisfied yourself that the travel insurance is adequate to insure your risks. You acknowledge and agree that you do not in any way rely upon, nor expect WLT to be an expert in the selection of the insurer, the insurance package, the policy or the premium rate to be paid by you to the insurer in respect of the provision of the policy or the terms and conditions of the policy and as to whether, in your circumstances and the travel arrangements, the insurance is adequate to protect your needs. WLT is not an expert in travel insurance, the selection of the supplier of travel insurance or in the terms and conditions that form part of a travel insurance policy, nor is WLT an expert in appreciating the cost that should be occasioned to the client for payment of the premium in relation to such insurance. The client acknowledges and agrees that in arranging such travel insurance, the client and WLT are not entering into any contract for WLT to so provide advice as to, or to supply such insurance policy.

We recommend that you contact the Department of Foreign Affairs and Trade or visit their website at [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. The client acknowledges and agrees that DFAT travel warnings may void travel insurance, and that it is the responsibility of the client to monitor warnings.

## Passports & Visas

The client acknowledges and agrees that it is your obligation, at all times, prior to, at the time of and throughout the travel arrangements for you to hold the appropriate passport and visas in order to be able to undertake and complete the travel arrangements. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know. The client acknowledges and agrees that whilst WLT may assist in the obtaining of the necessary visas to enable the client to undertake the travel arrangements, that the rules and regulations in relation to the issue of the visas, particularly in the countries to be visited by the client during the travel arrangements, change and do so without notice. The client acknowledges and agrees that although WLT may have assisted the client in obtaining such visas, the client does not rely upon WLT to have provided correct visas that comply with the then current law of any country which the client enters, or intend to enter, during the travel arrangements.

## Force Majeure

The client acknowledges and agrees that WLT cannot and will not be held responsible or liable by you for changes:

- to itineraries and accommodation and in relation to travel arrangements as a result of any matter, manner or thing outside of the care and control of WLT, including inclement weather, civil unrest, Acts of God and the like;
- in local conditions and events, unpredictable, or predictable.

## The Client Assumes the Risk of Entering Upon the Travel Arrangements

The client acknowledges that the client has undertaken and will continue to undertake up to, including and throughout the period of travel in the travel arrangements your extensive due diligence and ongoing due diligence in relation to the travel arrangements. You acknowledge and agree that the travel arrangements are to take place in countries and regions and under circumstances where (not necessarily in the travel arrangements):

- standards of health care;
- the provision of trauma and health services;
- standards of hygiene generally;
- standards in food preparation;
- occupational health and safety rules, regulations and training;
- the provision and wearing of safety equipment; and
- safety checks on transport, equipment, vehicle, aeroplanes and equipment;

used and/or provided in the travel arrangements, are or may be of a lesser standard (and substantially so) than in Australia.

You acknowledge and agree that the provision and wearing of safety equipment whilst you are undertaking activities that would normally require you to wear such equipment, provision of emergency equipment and trained manpower; training of staff in emergency procedures and generally may not be up to the standard of first world countries and may be substantially below that standard or non-existent. You agree and acknowledge that you accept that as a result of the travel arrangements, those travel arrangements may involve potential and actual exposure to injury and possibly death of the client, or a person or persons accompanying the client during the period of travel.

The client acknowledges that the extensive due diligence and continuing due diligence in relation to the travel arrangements include the client's attention being drawn to the DFAT travel warnings in relation to that or those places in the travel arrangements to which the client is to travel. You agree and acknowledge that you have satisfied yourself as to whether or not it is safe to travel to the destinations so stated on the travel arrangements.

The client also agrees and acknowledges that any such due diligence has been undertaken up to and including the time of travel and during the period of travel.

## Health

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. You acknowledge and agree that WLT has made no enquiry whatsoever as to the fitness, health or otherwise of the client to be able to undertake the travel arrangements and to complete them in accordance with those set out in the invoice, or at all. In this regard, you acknowledge that you have undertaken whatever steps are necessary in order to check the health and physical condition of the client and the ability of the client, having regard to the client's health and physical condition, to undertake what is set out in the travel arrangements.

## No Agency

WLT identifies a person, persons and/or company whom or which can supply to the client the appropriate goods and services to allow the client to be able to undertake the travel arrangements and at the instruction of the client, contracts for and on behalf of the client with that contractor in order for the contractor to supply to the client those goods and/or services. At no time is WLT an agent for the contractors nor are those contractors an agent for WLT.

Our obligation to you is to (and you expressly authorise us 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. 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.

## **Liability**

To the extent permitted by law, WLT nor any of its related bodies corporate, directors, employees or agents 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. 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 the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

## **Jurisdiction**

The laws of Victoria, Australia shall apply to this agreement and anything that emanates there from.

## **Privacy Policy**

We are committed to protecting your personal information. By providing personal information to us, you consent to us collecting, using and disclosing your personal information as required to make your travel arrangements. In particular, 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 or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. 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.

## **Acknowledgement:**

By signing this agreement, you acknowledge that you are 18 years of age or older and that you understand and agree with the above Booking Terms and Conditions.

---

Client

---

Date

---

Signed on behalf of WLT

---

Date