



Family Travel and Tours Terms and Conditions

In using this website and booking with Family Travel and Tours under Relaxed Travel (www.relaxedtravel.com.au) you are accepting that you understand and agree to be bound by the following terms and conditions. As such you must read these terms and conditions carefully and not make any booking unless you understand and agree with same.

The terms 'we', 'our' and 'us' throughout these terms and conditions refer to Relaxed Travel. The term 'you' refers to you the customer, and if more than one name is contained on the booking then to each person on the booking, jointly and severally. Terms and conditions of each Third Party Travel Provider's website should be read in conjunction with the terms and conditions shown below. Please note that variances may occur due to regional regulations and circumstances, obligations to suppliers under contract and travel to specific destinations.

You acknowledge that we provide you with booking and advisory services that allow you to acquire a Travel Product from a Third Party Travel Provider and that we act as an agent for the Third Party Travel Provider. You acknowledge that we are **not** the provider of the travel services, and that we are only acting as an agent for the booking of those services. By booking services through us you acknowledge that you have read and understand the terms and conditions of the Third Party Travel Provider relating to the travel product.

Products and suppliers

Family Travel and Tours acts as a booking agent only for products and services that are not directly supplied by us, such as air and ground transportations, hotel accommodation, meals, tours, cruises etc. We are **not** a co-vendor of these products and services, and you acknowledge that you will be entering into a separate contract with such suppliers (Third Party Travel Providers) in connection with such products and services. It is your responsibility to read and agree to each Third Party Travel Providers terms and conditions prior to booking.

Travel Insurance

Family Travel and Tours highly recommends you take out travel insurance at the time of initial booking. It is important that this insurance covers you for involuntary cancellation of your holiday including airfares.

You must read the combined Product Disclosure Statement, Policy Wording and Financial Services Guide of any Travel Insurance prior to purchasing that policy. Insurance cover only commences when paid in full and a policy is issued. You acknowledge that by

entering your credit card details on the booking form or payment transfer, you are agreeing that you have read and understand both the Family Travel and Tours and the relevant Travel Insurance Terms and Conditions.

Travel Documents

It is your responsibility to ensure all details on your travel documents are correct and to inform us of any errors or discrepancies immediately upon receipt of your documents.

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. It is recommended you confirm these with the relevant consulates and/or embassies. Family Travel and Tours does not accept any responsibility nor offer any refunds in the event of you being unable to travel due to non compliance with such requirements.

NOTE: Most countries require 6 months validity on your passport from the last day of travel.

The following common Visa links are provided to assist you in this regard:

USA - ETSA

<https://esta.cbp.dhs.gov/esta>

NOTE: If you have travelled to: Iraq, Syria, Iran, Sudan, Libya, Somalia, Yemen after 1 March 2001 - you may not be eligible for ESTA and may need to apply for a full travel visa. Please contact the relevant consulates for more information.

Canada - eTA

<http://www.cic.gc.ca/english/visit/eta.asp>

China

<http://au.china-embassy.org/eng/ls/vfc/>

Vietnam

<http://vietnamembassy.org.au>

<http://visa.mofa.gov.vn/Homepage.aspx>

Visa Link (Company acting as a third party who will charge a fee to submit your visa application for you)

<http://visalink.com.au>

Travel Advice and Vaccinations

All travellers should refer to the travel advice posted by the Australian government for all the intended countries you will be visiting. It is your responsibility to ensure that you have

arranged all the necessary vaccinations for your itinerary. By offering travel to any particular destination we do not represent that travel to or in such destination is without risk or safe. See <https://smartraveller.gov.au> or www.dfat.gov.au.

Rates and Price Variations

Prices are correct at the time of printing or quotation, however you acknowledge and accept that these rates may change prior to the date of travel due to exchange rate fluctuations, price increases, tax changes, price reviews or other factors.

We reserve the right to vary prices and rates in the event of exchange rate changes or price rises by suppliers or wholesalers, and you agree to pay any such increase when notified by us. Should it be possible and you elect to cancel the booking in this event you accept that this may result in cancellation fees being payable by you. We are not liable in any way if such an increase occurs, as all prices are subject to availability and can be varied or withdrawn without notice.

If cancellation is not possible then you hereby consent to any post-purchase price increases and authorise Relaxed Travel to charge your given credit card or invoice for any such additional amounts.

In the case of an obvious error (including electronic labelling, error of calculation, error in data entry or clerical error) resulting in the display of a price by mistake then we reserve the right to alter the quoted price or alternatively cancel your reservation. You will be informed as soon as possible to allow you to make a reservation at the correct price should you so wish. In any such case you will not be entitled to claim compensation from us on the grounds of the cancellation or related costs, if any, that have been incurred due to the erroneous reservation or advertising error.

Currency

All rates are quoted in Australian Dollars or as otherwise indicated.

Exchange Rate

Family Travel and Tours I will endeavour to quote all prices in Australian dollars. These rates are stated based on the exchange rate at the time of quotation. Exchange rates fluctuate daily, and quotations may only be valid until the closest fluctuation day. Any bookings made in a foreign currency will incur an exchange rate fee charged at the rate stated by the financial institution. Any such fees will be paid by you at the time of booking.

Payments

By providing your credit card details and accepting our terms and conditions you authorise Family Travel and Tours to arrange for funds to be debited from your nominated credit card or debit card. Please note that your bank or credit card provider may apply currency conversion fees. Credit cards are required to secure booking if travelling within fourteen

(14) days.

Credit Card Fees: Please note that a credit card fee will be applied automatically to credit card payments or debit card payment. This fee is incurred through the merchant service, wholesalers or airlines and is the responsibility of the client. You authorise us to charge to you any such fees incurred. These charges at the date of publication of these terms and conditions are:

1. Direct Deposit:

ANZ Bank: Kirsten McDonald T/As Relaxed Travel
BSB: 014 508
Account No: 290550704
Please note *Surname* on Payment; Email confirmation of deposit

2. Credit Card: Processing Fees Apply

To Pay this now by Credit Card, Simply click or enter this link into your browser:

<https://pay.travelpay.com.au/RELXDTRAV>

Note: Credit Card fee is charged by merchant after payment.

Travel Pay: Visa, MasterCard 1.5% AMEX 2.2%, Diners 2.75%, International Card 3.25%

Please send Screen shot of payment if booking needs to be made within 3 working days.

3. Lay-by your holiday

Pay over 2, 3, 4, 5, 6 or 10 Months Interest Free. Contact Family Travel & Tours for details at info@familytravelandtours.com.au or Phone: 07) 3408 6248; Mob: 0439 541 394
Layby service fees 2.75% for Visa, MasterCard, AMEX N/A, 3.25% International card.

We reserve the right to refuse personal cheque payments.

Credit Card Chargeback fees:

Any fees charged to Relaxed Travel by the credit card provider that arise from a disputed charge or chargeback on the cardholders credit card will be charged to the cardholder. This fee is non refundable.

Cancellation

All cancellations must be in writing and addressed and dated to Family Travel and Tours.

Credit card fees will be refunded only if refunded by the relevant credit card provider.

Once a holiday has commenced any alteration or cancellation of services can incur penalties. There are no refunds for unused services.

Cancellation charges applied by accommodation, flights and tour providers will be located on their individual pages and can be sourced by you at the time of booking.

Third Party Travel Provider's contracts with you may allow them to amend or cancel bookings. As your agent we will notify you of any significant changes once we are aware of them before your departure, but accept no liability for any changes or costs incurred as a result. You will be subject to the Third Party Travel Provider's terms and conditions. We do not guarantee that refunds will be available and are not liable for any costs incurred by you as a result of any such cancellations or amendments.

Refunds

Refund for Travel Products are subject to the terms and conditions that you agreed with the Third Party Travel Provider.

We will not provide you with a refund for our Booking and Advisory Services if the travel product was not used (including Credit Card Fees).

If the Third Party Travel Provider provides us with a refund for the travel product, we will pass this refund on to you subject to these terms and conditions, including the application of any cancellation or other fees applicable. You acknowledge that we are not the party responsible for the payment of any such refunds, and that these will only be paid if and when we receive them from the Third Party Travel Provider. Where refunds for unused services are allowed a service fee may be charged by the Third Party Travel Provider against the value of the refund. Please ensure that you enclose copies of all relevant documentation when requesting a refund.

Flight Cancellations

Flights booked by us are governed by the terms and conditions of the airfare purchased and are determined by the airline not Family Travel and Tours. In most cases airfares are fully non transferable or non refundable. Part or full cancellation fees may apply to your particular airfare as well as airline charges. Payment of these charges are your responsibility.

Booking Fees & Charges

Family Travel and Tours is a small independent travel company which endeavours to give clients great value for money by booking the best value deal for you.

Relaxed Travel charges:

Booking fee:

Domestic Flights \$20 pp per flight

International Flight \$50 pp per flight

Cancellation/reissue \$30 pp per flight / booking

These fees are automatically added into airfare costs during quoting and/or booking process.

Bookings made through Family Travel and Tours may be more or less than those found on Online Travel Sites. Prices may include commission paid to the travel agent for time spent on research and bookings.

Change of Itinerary Policy

The initial quoted search fee is non refundable. Any new itinerary or destinations will incur additional search fees in addition to any fees levied by the supplier, airline or ticketing company. There will be a cancellation or change of ticket fee charged by the consolidators, in addition to the airline fees, to be paid by the client:

Cancellation Fee

AUD\$11 per ticket - ticket voided via consultant

Reissue / Refund Fee

AUD\$22- voluntary changes via consultant / Quick ticket

Alteration after ticketing

AUD\$300per ticket or AUD\$75 requests

Group ticketing

AUD\$30 per ticket

Tickets initiating outside of Australia

AUD\$11-\$22 per ticket

Note: additional fees will be charged by the airline, at their discretion.

All prices are non inclusive of GST.

AUD3- per EMD Ancillary Service - Seats, Baggage

All supporting documentation must accompany refund requests and refunds are always subject to airfare conditions.

Flights must be taken in the sequence as they appear on your ticket confirmation, if you do not check in on time for a confirmed reservation the airline may register you as a 'no-show' and could result in extra charges and/or your whole flight itinerary being cancelled, or render your ticket void. You will not be entitled to a refund from us, however you may be entitled to a refund of any departure tax you may have paid for your flight (excluding low cost carriers).

If you plan not to take a flight as booked please contact the airline as soon as possible to discuss your options.

Name Changes

Changes to name details are not allowed by many airlines or Third Party Travel Provider's and most will treat a name change as a cancellation with standard conditions and charges applied.

Names must appear in full on bookings and tickets in the exact same manner as they appear in your passport

Quotations

All quotations are subject to availability of services and are not guaranteed until the booking is confirmed and payment received. Prices can change at any time and without notice. We reserve the right to correct any errors in rates or content quoted or calculated for any holiday with immediate effect, however we will use reasonable endeavours to notify you of such corrections.

Privacy

Your privacy is important to us and we agree not to use your personal information for any means other than providing you with travel services. You agree that we may disclose your personal information for the purpose of providing these services, including to Third Party Travel Providers, as may be necessary for your booking. You acknowledge that we are not able to provide any privacy guarantees on behalf of any Third Party Travel Providers, and that you will make your own enquiries of the Third Party Travel Provider's privacy policies should you so wish.

Liability

Family Travel and Tours, its agents and employees does not accept liability in contract or in actionable wrong (tort) or otherwise for any injury, damage, delay, loss, additional expenses or inconvenience caused directly or indirectly by any acts or omissions, whether as a result of negligence or howsoever caused, for the acts of any Third Party Travel Providers which are not within our direct control; nor any force majeure or other events which are beyond our control, or are not preventable by reasonable diligence on our part including, but not limited to, civil disturbance, floods, fire, war, unusually severe weather, acts of God, acts of government or any other authorities, failure of machinery or equipment, accidents or industrial action.

It is agreed that the laws of Australia shall apply to this agreement and its terms and conditions.

Warranties

You warrant to us that:

- a) you are at least 18 years old and have the power and authority to enter into a binding contract with us and the Third Party Travel Provider for the Travel Products you acquire;
- b) the information you provide us about yourself is true, accurate, current and complete as required by any registration process; and

- c) you will maintain and promptly update your information to keep it true, accurate and complete.

You warrant to us that you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover.

You warrant to us that you will use our booking and advisory service in accordance with these terms and conditions and will not use them in any way to breach any laws or defame anyone.

Amendments

We may at anytime modify these terms and conditions and the changes will come into affect when issued on the Website or quote or other form of communication. You acknowledge and agree that your continued use of our booking and advisory service is subject to the terms and conditions in force at the time of your use.