

Travel Deal Finders Booking Terms and Conditions

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and/or “our” in these booking terms and conditions shall mean Travel Deal Finders. Where bookings of travel products are made on your behalf through Third Parties, references to “us”, “we”, and/or “our” in these booking terms and conditions shall also mean and include Third Parties.

These terms and conditions apply to bookings you make with our consultants (in-store, over phone or by email) as well as online bookings you make on our website.

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 will bind all such travellers to these terms and conditions.

Passports & Visas:

All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. For international travel bookings, you must let us know if you have less than 6 months validity on your passport or if you do not have a machine-readable passport. 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. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). If you need information regarding visas, passports and other travel document requirements for your trip, please let your consultant know or, for online bookings, contact us on 1300 217 043. We can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us. Our consultants can also obtain more specific information from an external visa advisory service provider on your behalf (if you wish, we can assist you to obtain visas through this external service and fees will apply). For online bookings, you can contact an external visa provider such as Visa Central directly. We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

If you are travelling to the United States please see <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for their visa waiver program (“ESTA”). Australian passport holders will not be able to enter the United States without a valid ESTA (or visa). Please note, you may not meet the eligibility requirements of ESTA and may be required to obtain a visa.

Travel Insurance:

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances should be produced to Third Parties on request. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. Your travel consultant can provide information to you about travel insurance. For details of the services they provide, including a quote, please refer to their Financial Services Guide/Product Disclosure Statement.

We are an authorised representative of CoverMore Insurance Services Pty Ltd (ABN 95 003 114 145) ("Cover-More") and receive financial and non-financial benefits when you buy travel insurance products through us. We and Cover-More are authorised to provide you with general advice about, and arrange, travel insurance products on behalf of the insurer, Zurich Australian Insurance Limited (ABN 13 000 296 640, AFSL 232507).

You must read the Combined Financial Services Guide/Product Disclosure Statement before you decide to buy the travel insurance product you are considering purchasing to ensure it meets your needs and financial situation. The Covermore PDS also contains information about the conditions, limits and exclusions that apply to the insurance, the 15 working day cooling off period, and how you can access Cover-More's Privacy Policy and complaints handling procedures.

Please contact your consultant, visit <http://www.traveldealfinders.com.au/booking/insurance> or call 1300 217 043 to take out travel insurance through us or if you have any questions about Cover-More's travel insurance products. If you purchase travel and decline travel insurance, you may be required to sign a disclaimer.

Travel Advice:

We recommend that you contact the Department of Foreign Affairs and Trade or visit their website at www.smarttraveller.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.

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. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available from DFAT (see smarttraveller.gov.au).

Prices:

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once your booking has been 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. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your consultant for up-to-date prices.

Deposit and Final Payment (Not applicable to online bookings, which must be paid in full at the time of booking): You will be required to pay a deposit or deposits when booking. Your consultant will advise you of how much that will be. Subject to your rights under the Australian Consumer Law, all deposits are non-refundable for changes of mind or cancellations by you. A deposit will secure your booking/seat, however prices quoted may change if you do not make the final payment by your payment deadline. Some airfares or services must be paid in full at the time of booking.

Our Change and Cancellation Fees:

Subject to your refund and remedy rights under the Australian Consumer Law, the following change and cancellation fees apply to all bookings (including online bookings and bookings made with a consultant):

- **Changes to Domestic/Trans-Tasman** bookings will incur a fee of \$30 per passenger per booking in addition to supplier fees.
- **Changes to International bookings** (excluding Trans-Tasman bookings) will incur a fee of \$75 per passenger per booking in addition to supplier fees.
- **Cancellations to Domestic/Trans-Tasman** bookings will incur a fee of \$50 per passenger per booking in addition to supplier fees.
- **Cancellations to International bookings** (excluding Trans-Tasman bookings) will incur a fee of \$300 per passenger per booking in addition to supplier fees.
- If you wish to change or cancel flights booked online and paid for using PayPal, you must contact our Online Customer Service Team on 1300 217 043. Any fees for such change or cancellation must be made via credit card and will attract the applicable credit card surcharge.
- **For international and cruise bookings only:** If customers choose to keep the full amount of their booking on file for future travel, we will waive the Travel Deal Finders cancellation fees. Please note that supplier cancellation fees may apply.

Supplier Change and Cancellation Fees:

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. Supplier fees may also apply where a booking is changed 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 (which may take up to 12 weeks dependent upon the supplier processing time).

Deposit and Final Payment (Not applicable to online bookings, which must be paid in full at the time of booking):

You will be required to pay a deposit or deposits when booking. Your consultant will advise you of how much that will be. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Final payment is required no later than 6 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

Payments by Credit Card and Debit Card:

Credit card surcharges of 0.81% for Visa, 0.43% for MasterCard, 0.81% for American Express, and 2.5% for Diner's Club will apply when paying by credit card.

Debit card surcharges of 0.35% for debit card Visa and 0.17% for debit card MasterCard will apply when paying by debit card.

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.

If you choose to save your credit card details with us they will be securely stored and may be used for your future transactions with us (including transactions agreed over the phone or by email). You can choose to remove your saved credit card details at any time.

Cash Payment Limit: Due to Federal legislation from 1 January 2020 we are unable to accept cash payments of \$10,000 or more per booking; this includes multiple payments for the same booking which total \$10,000 or more. Cash payments of less than \$10,000 per booking can be accepted; this includes multiple payments for the same booking which total less than \$10,000.

Payments via PayPal:

An additional 1% fee will apply when paying by PayPal.

Payments via Poli (Online bookings only):

Payments by Poli will not incur any additional fee.

Payments by B-Pay (Not applicable to online bookings):

Please note that BPAY takes up to 3 business days to process. If you are paying by this method you will need to make the payment at least 3 business days prior to the actual due date. You must notify your consultant of your payment once it has been made.

Payments by Cheque (Not applicable to online bookings):

Please note that cheque payments (excluding bank cheques) require about 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. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

Taxes:

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

Service guarantees:

Our booking and advisory services come with a guarantee under the Australian Consumer Law that:

- they will be provided with due care and skill;
- they will be reasonably fit for the specified purpose;
- they can reasonably be expected to achieve the desired result; and
- they will be provided within a reasonable time.

If we fail to meet any of these guarantees, you have rights under the Australian Consumer Law.

Agency:

We act as an agent for, and sell various travel related products as agent on behalf of, numerous transport, accommodation 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. 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. 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.

Liability:

To the extent permitted by law, neither Travel Deal Finders 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. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. 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).

Special Requirements:

Please liaise with your consultant or, for online bookings, call 1300 217 043, regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access.

Frequent Flyer:

When booking with one of our consultants, please let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. If you are booking online, please insert these details in the space provided 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.

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. If you have booked with a consultant, it is your responsibility to collect all travel documents from us prior to travel. As a general rule your travel documents will be available for collection 2 weeks prior to departure, however this will depend on your individual arrangements. Please contact your consultant to confirm when your travel documents are ready for collection. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a follow up email we send you).

Schedule Changes:

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

Privacy Policy:

We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available online at www.traveldealfinders.com.au/privacy or in store. By providing personal information to us, 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. 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. We may also disclose your personal information to our overseas related entities and 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.

Pre-paid Currency Card:

If you purchase a travel insurance product from us, you acknowledge that you may be sent a card setting out emergency insurance contact details, which also has the capability to operate as a pre-paid currency card. By agreeing to these Terms and Conditions, you request that we send you this card (if available) and acknowledge its pre-paid currency capability. You do not need to apply for or activate the pre-paid currency function.

Monies Not Held On Trust:

All monies paid by you to us will be the property of Travel Deal Finders and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided (except for monies paid for flights with an IATA airline, which might be held on trust for that IATA airline). You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies.

Travel Credit:

1. If your travel booking is cancelled for any reason (whether by you, Travel Deal Finders or Travel Deal Finders' supplier(s), or for any other reason), you may choose, where possible, to keep the full or a partial amount of your booking (less any supplier cancellation fees) on file with Travel Deal Finders (**Travel Credit**). No Travel Deal Finders cancellation fees will be charged or deducted if you opt to receive a Travel Credit for the full amount of your booking.
2. Your Travel Credit will be valid until at least 31 December 2021 (**Term**). You may redeem your Travel Credit during the Term for a future booking which involves travel that will happen after the expiration of the Term. Please note that Travel Deal Finders will continue to review the expiration date of the Term as we evaluate the impact of travel restrictions due to COVID-19.
3. If at the expiration of the Term, you are unable to use any portion of your Travel Credit and you request a refund, we will gladly action this (subject to Travel Deal Finders having received the funds from the supplier), and no Travel Deal Finders cancellation fees will be charged.

4. Travel Deal Finders will provide you with one of the following bonus TRAVEL DEAL FINDERS Travel Credit options dependant on the value of your travel booking:
 - \$500 to \$1,999 per person of TRAVEL DEAL FINDERS Travel Credit, which equals \$50 per person of Travel Credit
 - \$2,000 to \$3,999 per person of TRAVEL DEAL FINDERS Travel Credit, which equals \$100 per person of Travel Credit
 - \$4,000 to \$5,999 per person of TRAVEL DEAL FINDERS Travel Credit, which equals \$150 per person of Travel Credit
 - \$6,000 and above per person of TRAVEL DEAL FINDERS Travel Credit, which equals \$200 per person of Travel Credit

Bonus TRAVEL DEAL FINDERS credit is applied in tiers and additional credit is only issued in \$50, \$100, \$150 and \$200 denominations. The maximum additional credit a customer can receive is \$200. This additional credit is equally applied for adults and children but excludes infants. Maximum additional Bonus TRAVEL DEAL FINDERS credit for each booking is \$1,000. Any vouchers. Bonus TRAVEL DEAL FINDERS Travel Credit will be issued at time of full refund received from the suppliers. Bonus TRAVEL DEAL FINDERS credits are subject to these Travel Credit Terms and Conditions.

5. You will receive a complimentary Value Package, valued at \$49, when you make a booking with Travel Deal Finders using your Travel Credit.
6. Regardless of where you made your original booking (in-store, over the phone, by email or online), the Travel Credit lies with Travel Deal Finders and will be accessible through any Travel Deal Finders store or other channel when you rebook using your Travel Credit.
7. A Travel Credit may be used for one or multiple future travel bookings and any balance will be held by Travel Deal Finders in accordance with these Travel Credit Terms and Conditions.
8. No Travel Deal Finders booking fees will be charged to you when you make a booking using your Travel Credit, however you may be charged any applicable fees or charges imposed by any travel service provider you book your travel with through us.
9. Once you have made a booking using your Travel Credit, Travel Deal Finders's standard booking terms and conditions and privacy policy will apply to that booking.
10. Travel Credits: (i) are non-refundable during the Term but are refundable in full at the expiration of the Term, excluding Bonus TRAVEL DEAL FINDERS Travel Credits which are non-refundable; (ii) are non-transferable; (iii) are not cash or currency, and are not a stored value, gift card or store credit product; (iv) cannot be combined with other offers, vouchers or discounts; (v) cannot be redeemed for cash or credit, except where required by law or in accordance with these terms; and (vi) cannot be used or reissued past the Term except at the sole discretion of Travel Deal Finders. You may not purchase or sell Travel Credits and Travel Deal Finders does not sell Travel Credits. Travel Credits are the property of Travel Deal Finders.
11. If you initiate a credit card dispute or chargeback with your bank or credit card company for the return of the funds charged for your travel booking, you won't be eligible for a Travel Credit for such booking. Travel Deal Finders reserves the right to refuse, void, cancel, reject or hold for review your Travel Credit if we believe that you have initiated a chargeback for your travel booking and also elected to receive a Travel Credit despite the chargeback.
12. By accepting a Travel Credit, you are agreeing that the Travel Credit is in lieu of any refund you might be entitled to receive in connection with cancelling your travel booking whether under the [COVID-19 cancellation policy](#), our booking terms and conditions, or applicable law. By

electing to receive a Travel Credit and/or by using the Travel Credit you are agreeing to these Travel Credit Terms and Conditions.

13. Subject to your rights under Australian Consumer Law, upon acceptance of a Travel Credit, you release Travel Deal Finders from any and all claims and liabilities, without limitation, relating to your travel booking, your inability to complete the travel booking, and/or any refund or compensation you might be entitled to in relation to cancelling your travel booking.
14. Except where prohibited by law, Travel Deal Finders reserves the right to refuse, void, cancel, reject or hold for review any Travel Credit mistakenly applied in an incorrect denomination or applied or procured, directly or indirectly, in connection with fraudulent actions, fraudulent claims, compensation abuse or in connection with any violation of these Travel Credit Terms and Conditions or Travel Deal Finders 's booking terms and conditions. Travel Deal Finders also reserves the right to any remedy, including disqualifying you from participation in the Travel Credit offer, if it suspects or determines that you have committed fraud or otherwise violated the Travel Credit Terms and Conditions or Travel Deal Finders 's booking terms and conditions.
15. We can update these Travel Credit Terms and Conditions at any time without prior notice. If we amend these Travel Credit Terms and Conditions, we will post the amended terms and conditions on the flightcentre.com.au website, applications, or services, which are effective upon posting. Use of any Travel Credit after any amendment shall constitute consent to such modification.
16. References to “us”, “we” and/or “our” in these Travel Credit Terms and Conditions shall mean Travel Deal Finders Australia Pty Ltd. References to “you” and “your”, in these Travel Credit Terms and Conditions shall mean the customer.

Governing Law:

If any dispute arises between you and us, the laws of 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.

You acknowledge that you are 18 years of age or older and that you understand and agree with the above Booking Terms and Conditions and our Privacy Policy.

These terms were last updated on 04 December 2020.