**BOOKING TERMS & CONDITIONS**

**(F.I.T) – Independent, self-guided touring, Non H.O.L Coaching Tours and related arrangements**

These Booking Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your trip. By making a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.

“You” and “Your” means all persons named in a booking (including anyone who is added or substituted at a later date). “We”, “us”, “our” and “[HOLIDAYS ON LOCATION]” means [Majestic International Travel Service Pty. Ltd. ABN; 52 005 586 121].

**BOOKINGS**

A booking request is accepted when we issue a written booking confirmation [and you have paid your deposit at time of placing your booking]. It is at this point that a contract between us and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of ours other than a director of the company has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

**SERVICES**

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

**PRICES & EXCLUSIONS**

Prices stated are in Australian Dollars ($AUD) and are current at the time of publication. The most up to date pricing is available on our website. The price includes accommodation, transportation and other inclusions as per the published itinerary.

Itineraries, packages and products do not include cost of travel from your home town to the city from which you are departing and the destination country you are travelling to overseas. You are also responsible for the cost of your passport, visas, airport taxes, fuel levies, government and local authority charges where applicable, excess baggage costs, insurance and items of a personal nature such as telephone calls, laundry, taxis outside of regular transfers provided, postage and communication costs, drinks, room service or meals, unless specified.

Bookings which run-over special events, festivals and trade fairs, may incur higher prices and cancellation fees. These will be notified to you.

We reserve the right to correct any clear and obvious errors in rates quoted or calculated for any service notwithstanding that the invoice may have been paid in full. In this circumstance, we will give you the option to accept the change (in which case you will be required to pay the additional costs) or to receive a refund for the travel arrangement subject to the error.

**PRICE SURCHARGES**

We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation, fuel or air fare surcharges, or the imposition of new or amended Government charges.

We will not surcharge for currency fluctuations once full payment has been received by us.

**DEPOSIT**

A 10% deposit per person or $350.00 per person (whichever is the greater), is required within 7 days (unless otherwise stated) of us accepting your booking. The deposit represents a fee payable to us for services associated with the processing and confirmation of your booking and any consultations on travel arrangements that we may provide to you. Because these services are provided as soon as we confirm your booking, the deposit is non-refundable other than where we cancel your travel arrangements for reasons other than Force Majeure (see below).

 Please note that we may not hold any services for you until we receive payment of your deposit, meaning that services may become unavailable or prices may increase, in which case you will be responsible for paying the increased price, and we will not be responsible if services become unavailable.

**FINAL PAYMENT**

Payment in full must be received by the date(s) as may be reflected on your invoice otherwise no less than 90 days before commencement of your trip. Note: some trips may require payment earlier or in additional instalments and this will be advised with the booking confirmation.

For late bookings (bookings within 59 days of departure), full payment is required at the time of request and is subject to a late booking fee of $55 per booking. You acknowledge that we may not be able to confirm services, in which case we will provide you with a refund.

**CANCELLATIONS BY YOU**

**Covid-19 credit redemptions**

If: (a) we issued you with a credit due to your original travel arrangements being disrupted by Covid-19 and associated restrictions; and (b) you have redeemed that credit for new travel arrangements; then (c) you agree that we will not be obliged to refund you the value of the credit if you cancel your new travel arrangements.

If you cancel travel arrangements that have a value which exceeds the value of your credit (**Excess Payment**), then we will refund you the Excess Payment, less cancellation fees in accordance with the table below, calculated from the date which we receive written notice of cancellation:

* More than 90 days before commencement: 25% of the Excess Payment
* 90 days to 60 days before commencement: 50% of the Excess Payment
* Within 59 days or no show 100% of the Excess Payment

**New or changed quarantine requirements**

If after we confirm your booking: (a) new or changed quarantine requirements are in imposed by government authorities either in a destination you are due to visit or in your home State and these remain in effect 60 days before commencement of travel arrangements booked with us; and (b) these new or changed quarantine requirements make it reasonably impractical for you to travel; then (c) you may give us written notice to cancel your trip not less than 45 days prior to commencement of the first arrangement.

If you cancel travel arrangements in these circumstances, then we will refund payments made by you less: (a) unrecoverable third party costs and other expenses incurred by us in relation to your travel arrangements; (b) overhead charges incurred by us relative to the price of your travel arrangements; and (c) fair compensation for work undertaken by us in relation to your travel arrangements until the time of cancellation and in connection with the processing of any refund.

**Other Cancellations**

If you wish to cancel your trip for other reasons, we require written notice and will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice:

* Over 90 days before commencement: Deposit – Is not Refundable
* 90 days to 60 days before commencement: 50% of the booking value
* 59 days to 30 days before commencement: 75% of the booking value
* Within 29 days or no show 100% of the booking value

**General**

You agree that the deductions and cancellation charges specified above are reasonable, represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

**ILLNESS OR VACCINATION STATUS PREVENTING TRAVEL**

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19) or vaccination requirements:

* an airline or other common carrier refuses you carriage;
* a hotel or vessel refuses to accommodate you; or
* we or our suppliers (acting reasonably) exclude you from the trip

And you are consequently prevented from commencing or continuing your trip, then:

* if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
* if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

**CANCELLATIONS OR RESCHEDULING BY US**

In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

**Force Majeure - Prior to travel**

If in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) consider that your travel arrangements cannot safely or lawfully proceed due to a Force Majeure Event then we at our discretion may elect to:

* reschedule your travel arrangements (in whole or in part); and/or
* cancel your travel arrangements (in whole or in part), in which case our contract with you will terminate (in whole or in part).

If we cancel any of your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third party costs and other expenses incurred by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

**Force Majeure - During travel**

If due to Force Majeure we cancel travel arrangements after your trip has commenced, we will provide you with a refund of recoverable third party costs for cancelled travel arrangements only.

**Force Majeure – General**

If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly encourage you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events.

**Other cancellations**

If we cancel your travel arrangements for reasons other than Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal quality if appropriate.

We will not be responsible to you for any other expenses or loss you incur if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

**AMENDMENTS BY YOU**

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil, and for group departures a transfer of a booking to a different departure is deemed a cancellation. An amendment fee of $110.00 will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.

**AMENDMENTS BY US**

**Prior to travel**

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time.

**During travel**

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip’s inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns.

**General**

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond or control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications.

If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept.

We will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions.

**UNUSED & DENIED SERVICES**

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for.

If you are not fully vaccinated against Covid-19 and particular suppliers refuse to provide you with travel arrangements, then you agree you will not be entitled to any refund for those arrangements. We will not be responsible to you for any loss or expenses you incur (including loss of enjoyment) if you are denied services in these circumstances.

**CLIENT NAMES – EXACTLY AS PER PASSPORT**

For security reasons, airlines and our overseas suppliers require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable amendment and or administration fees.

**TRAVEL INSURANCE**

It is strongly encouraged and recommended that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time.

**ACCOMMODATION**

We reserve the right to substitute hotels, vessels and other forms of accommodation with properties or vessels of a comparable or higher standard.

**PASSPORTS, VISAS**

It is a requirement that you hold a valid passport and any required visas for your trip. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited.

**VACCINATIONS**

It is mandatory for you to be fully vaccinated against Covid-19 with a vaccine approved by the Therapeutic Goods Administration. This is so we can provide a safe environment (by mitigating health risks) for our staff, our contractors, our suppliers and their staff, and our other customers (as relevant). It also assists to protect the communities you will visit. You agree to provide us with evidence of vaccination at least 30 days prior to the commencement of travel arrangements booked with us.

If you fail to provide evidence of vaccination by the time required, then you acknowledge and agree that this will be deemed a cancellation by yourself. Please refer to the “Cancellation by You” section above

It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

**HEALTH & FITNESS**

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice.

If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition at the time you made your booking request, we will provide you with a full of refund of payments made. If you fail to notify us at that time or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you.

We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide.

We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

**Dietary Requirements**

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

**SINGLE SUPPLEMENT**

Single occupancy of a room by choice or circumstance is subject to the applicable supplement as charged by the service provider, unless the price quoted is on a single-room basis.

**Children**

Costs vary according to the number of adults, ages of children travelling together, and accommodation selected. Holidays on Location will be pleased to quote on the required arrangements.

**Pre-Departure Contact**

You must supply us with a contact telephone number where you can be reached, within 24 hours prior to your departure from home.

**Hotel Descriptions**

Descriptions featured are based on current international hotel guides and contractual agreements provided by the hotels and suppliers. Any facilities shown as included are subject to change at any time. Please note that air-conditioning is not a common standard in Europe or Canada.

**Room and Bedding Guide**

Prices are based on existing bedding in the room. Requests for particular bedding arrangements must be made at the time of booking. A twin room can be either a room with two single beds or one double bed (either one double or two single mattresses). Triple room rates can apply to either a full-sized triple room built to take three beds or to a twin/double room with an extra roll-away bed. The provision of hotel rooms is on a run-of-house basis, unless otherwise specified. Particular room types e.g. interconnecting, twin vs double, can be requested but cannot be guaranteed.

**Maps and Photographs**

Maps are shown for general information and may not necessarily reflect actual routing, location or services provided. Photographs show places in the geographic areas, but are not necessarily included in the itineraries or ours. Hotel room photographs may not be specific to the actual room occupied.

**INDEPENDENT SERVICES**

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

**ACCEPTANCE OF RISK**

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers.

You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

**RESPONSIBILITY**

Services supplied by independent suppliers

Where a third party over whom we have no direct control (**Independent Supplier**) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier. Any claims you have in this regard must be made against the Independent Supplier. You acknowledge that the Independent Supplier’s liability to you may be limited by their own terms and conditions.

Services we directly supply

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier’s agent or where the supplier is not an Independent Supplier) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

**General liability limitation**

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts (“Consumer Warranties”). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having them resupplied.

**COMPLAINTS**

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems immediately.

We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven’t resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your travel arrangements.

**DEEMED ACCEPTANCE**

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case.

**GENERAL**

The contract between [Majestic International Travel Service Pty. Ltd. ABN 52 005 586121] trading as HOLIDAYS ON LOCATION and you is governed by the laws of the State of Victoria - Australia. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Victoria.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here [www.holidaysonlocation.com](http://www.holidaysonlocation.com)

**ACREDITATIONS**

Majestic International Travel Service Pty. Ltd. ABN 52 005 586 121 trading as HOLIDAYS ON LOCATION holds the following industry accreditations:

ATAS – The Australian federation of Travel Agents Accreditation Scheme.

ASTA - The American Society of Travel Agents.

AFTA – The Australian Federation of Travel Agents

CATO – Council of Australian Tour Operators

ETOA - European Tourism Association

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