



ACCOMMODATION & TRANSFER

BOOKING TERMS & CONDITIONS

1 Booking Conditions

The person making the booking must be authorised to make the booking on behalf of all of the members of the party. The person making the booking must also provide a copy of these booking conditions to the other members of the party. Please read the booking terms and conditions carefully. They apply to all members of your party. Travel Counsellors Pty Ltd acts as booking agent on behalf of all suppliers including providers of transfers to and from the airport, hotels and other properties featured, and your contract will be with those transfer and accommodation providers.

The suppliers' terms and conditions will also apply to your booking and copies of those terms and conditions are available upon request.

2 Contract

- a** After we have received your deposit payment and we have issued a confirmation invoice, a contract will exist between you and the supplier(s), effective from the date printed on your invoice.
- b** If you fail to pay any remaining amount owed by the date it is due, we can assume you have cancelled the booking and the cancellation charges set out in paragraph 4 will apply.
- c** Once the contract is made, the accommodation and/or transfer provider is responsible to you for providing you with what you have booked.
- d** The person making the booking must be at least 18 years.
- e** Unless otherwise stated the private taxi transfer price includes up to four persons in one taxi, each with up to one suitcase and one piece of hand luggage. Further luggage may be carried at the discretion of the taxi driver but please note that this may be subject to a further charge which you will need to pay for in resort. Please be aware that an infant must count as one person. If your outbound flight is delayed your service will be automatically amended and your taxi will collect you at the revised time of arrival. In the case of a cancelled flight, it is the customer's responsibility to contact the transfer provider on the telephone number on the voucher to advise of the new flight number before departure, so that your transfer can be amended. All bookings for a service from your resort to the relevant airport must be confirmed with your local representative at least 48 hours before your departure from the resort. It is your responsibility to confirm your booking. Failure to do so may result in the service not being provided and we will not be liable for any losses or additional costs you incur.
- f** It is your responsibility to disclose prior to booking any physical or mental condition of a member of your party which may be relevant, and no liability shall attach to Travel Counsellors Pty Ltd for the arrangement of an unsuitable holiday for a person with special needs where disclosure of that person's special needs has not been made to Travel Counsellors Pty Ltd prior to booking.

3 Prices and Payment

Prices are quoted in full including taxes and service charges at the time of the booking. If you book more than 30 days prior to departure, a non-refundable deposit of \$50 per hotel component and \$20 per transfer component is required at the time of booking and the balance is due 30 days prior to departure. If you book within 30 days of your date of departure you must pay the full price when you book. You may be required to pay in full for peak dates (such as Christmas and New Year) and during trade fairs and exhibitions and special events, see section 4d.

Prices can go up or down, however we guarantee that, once you have booked, the price on your confirmation will not change unless you make an amendment to the booking details. Payments for extras (such as incidental charges, mini-bar charges, laundry and telephone bills or any extra nights) should be made directly to the hotel when you check out. On arrival at the hotel you may be asked for an imprint of your credit or debit card.

Some accommodations may require a security deposit in advance of your stay or at the time of your arrival, this may be required in cash or by credit card. Cleaning charges may also be applied for self catering properties.

Please be aware that some hotels in the United States, including Hawaii and U.S. Caribbean Islands charge 'Resort Fees'. This is an additional charge made directly to the customer by the hotel for their on site facilities. The fee is a per person and charged to the room daily and is not optional. Payment of Resort Fees is the responsibility of the customer, however Travel Counsellors will endeavour to notify you of this fee where possible, but we will not be responsible for these costs and in particular where a hotel has failed to advise us that Resort Fees are to be charged.

4 If You Cancel the Booking

a Accommodation Reservations

If you have to cancel your booking you will have to pay a cancellation charge. Cancellations must be made in writing or by email by the person who made the original booking and paid the deposit. If you cancel more than 30 days prior to your departure date, the cancellation charge will be the full deposit you have paid. If you cancel your booking within 30 days of your departure date, the cancellation charge will be a percentage of the total invoice as shown below (except during periods of trade fairs, exhibitions and other special events – see 4d).

Within 30 days of departure date	25%
Within 21 days of departure date	75%
Within 14 days of departure date	100%

b Transfer Reservations

If you have to cancel your booking your transfer supplier's cancellation charges will apply and that is likely to be at least 25% of the cost of your booking, rising to as much as 100% within two weeks of departure.

c The date we work out your cancellation charge from is the date we receive written notice of your cancellation, signed by you (the person who is the first name on the booking), at our offices. You may be able to claim back the cancellation fees if the cancellation is covered by a suitable insurance policy.

d Special conditions apply for bookings made during periods of trade fairs, exhibitions and other special events. These conditions imposed by accommodation suppliers differ as full payment is required at the time of booking and 100% cancellation charges may apply (for those dates falling within the fair or special event). Changes to bookings will be treated as cancellations. You will be advised at the time of booking whether special conditions apply.

5 Alterations Made by the Supplier

In the unlikely event that we are notified by the proprietor of the accommodation that they cannot fulfil the booking, you can either cancel free of charge or accept an alternative accommodation of equivalent standard (if applicable). Where we are notified of changes we will contact you as soon as possible but will have no other liability towards you. If you have a transfer reservation that needs to be altered due to a change to your accommodation, we will endeavour to arrange this for you providing at least 24 hours notice can be given and there is availability. Should the change result in a longer transfer then the difference in the cost may be charged to you. Full consideration will be given to the circumstances of the change before any additional charge is made. Please note that Travel Counsellors Pty Ltd, as agent, is not liable for any additional costs charged to you to amend your travel arrangements, including flights, or for any loss incurred due to the cancellation of your travel arrangements, including flights, due to an alteration to or cancellation of your accommodation by the supplier.

6 Alterations Made by You

If you want to change any part of your booking, we will do all we can to help. However, the accommodation provider has no obligation to make any change although, with reasonable notice (usually more than 4 weeks), this may be possible. If the accommodation provider is able to make the change there will be a Travel Counsellors' administration charge of \$44.00 per booking in addition to potential charges from the accommodation provider, subject to their terms and conditions.

If you have made transfer reservations, then these may be altered to an alternative accommodation address provided that at least 24 hours notice can be given. Should the transfer journey be longer then the difference in cost will be charged to you plus a Travel Counsellors' administration charge of \$44.00 per booking.

7 Our Responsibility to You for Your Booking

- a** As we are acting only as a booking agent we have no liability for any of the accommodation or transfer arrangements and in particular no liability for any illness, personal injury, death or loss of any kind, unless caused by our negligence. Any claim for damages for injury, illness or death, arising from your stay in the accommodation or from your transfer, must be brought against the supplier and will be under the jurisdiction of the law of the country in which the accommodation or transfer company is based.
- b** For transfer bookings we will use all reasonable efforts to ensure that your taxi collects you from your collection point at the time set out on your voucher. However we will not be liable for any loss or costs you suffer or incur through any delay. It is your responsibility to ensure that you book the taxi to collect you in time. We will not be responsible for any losses you suffer (including for example missed flights) due to your failure to allow sufficient time for your journey.
- c** Please note that health and safety standards overseas can often differ greatly from those we enjoy at home. Travel Counsellors only deals with suppliers that meet the local and national safety standards of the country they are in. In addition we are working with our suppliers wherever possible to seek good practice in health and safety standards and to resolve any areas of concern.
- d** Travel Counsellors Pty Ltd shall not be liable for any failure to perform its obligations caused by unusual or unforeseeable circumstances outside of its reasonable control.

8 Insurance

You should never travel without insurance that is suitable for your needs. We would be pleased to offer you a policy but if you chose to arrange your own insurance, please ensure that it provides adequate cover.

9 Complaints

We hope that you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the reception at your property. Most issues are addressed successfully by the hotel, with minimum inconvenience caused to you, however should your complaint not be resolved to your satisfaction please contact your supplier in resort - an emergency number can be found on your accommodation voucher. Travel Counsellors Pty Ltd in Australia will also be available to assist. If you remain dissatisfied you must write to us within 28 days from the end of your holiday. A failure to complain at the time in resort may mean we will be unable to resolve the dispute after you return home.

10 Indemnity

When you book accommodation or transfers through Travel Counsellors, you accept responsibility for the proper conduct of yourself and your party during your stay. The accommodation provider reserves the right at any time to terminate (before or after departure) your holiday or that of any member of your party due to your or their misconduct, within their reasonable opinion. Full cancellation charges will then apply and no refund will be given. Furthermore, the accommodation or transfer provider shall be under no obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of the booking being terminated in accordance with this paragraph. If your actions or those of your party cause damage to the accommodation or transport you are using, you agree to fully indemnify us against any claim (including legal costs) made by the accommodation or transfer provider. You are also liable to make reimbursement to the accommodation or transfer provider for any damage caused, before you end your stay.

11 Data Protection

In order to process your booking we need to pass your details onto the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing purposes and if you do not wish to receive further information, please tell us.

12 General

All information given to you about the services and facilities at your chosen accommodation is supplied to us directly from the accommodation provider itself. All star ratings, where used, are the accommodation providers own star rating. Where a twin room is offered for three people, an occasional/camper bed may be provided for the third guest.

We reserve the right to alter these terms and conditions at any time. These terms and conditions are governed by Victorian Law.