

## Food and Wine Travel Pty Ltd Terms & 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 Food and Wine Travel Pty. Ltd. trading as Food and Wine Travel. Reference to “you” shall mean the client signing this document and for those on whose behalf you sign.

These Terms and Conditions apply to bookings you make with our Agency (in-store, over the telephone or by email). In addition to our Terms and Conditions, you will also be bound by the Terms and Conditions of the supplier/s your travel is booked with.

### Summary of Key Terms

- All deposits are non-refundable
- Prices are not guaranteed until paid in full
- Failure to pay on time will result in booking cancellation and loss of funds
- All cancellations incur a 12% fee in addition to Supplier charges
- No refund on or within 30 days from departure
- Refunds are not processed until all Suppliers' funds have been received
- Additional fees may apply – see Fee Schedule below
- You are responsible for correct documentation including passports and visas
- You are responsible for ensuring all COVID-19 travel requirements are met
- Travel insurance is strongly recommended at the time of booking
- You are bound by these Terms as well as those of the Supplier/s with which your travel is booked • This is a summary only and you need to read all relevant Term and Conditions

### 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 authorize 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. Any brochures provided are not produced by the Agent, but are supplied by the Supplier and the Agent is not responsible for any errors they contain.

### Itinerary Design Deposit

A redeemable \$200 deposit is due for all itineraries which require reworking of existing itineraries from [www.foodandwinetravel.com.au](http://www.foodandwinetravel.com.au), or when new itineraries to be created. This is deductible from the final payment. It is non-refundable in any case.

### Deposit/s

You will be required to pay a deposit upon booking. Sometimes a second deposit is due to the Supplier at a later date. We will advise you of how much the deposit/s will be and when they are due. If the deposit is not paid before the due date your booking will be cancelled. All deposits are non-refundable subject to your rights under the Australian Consumer Law. Some services require full payment upon booking, you will be advised accordingly.

### Final Payment

The final payment due date will be indicated on your statement of account. There may be interim payments required, depending upon what is booked and the Supplier's Terms. You will be advised accordingly. Failure to make payment by the due date may result in your booking being cancelled and funds forfeited.

### Payments Options

Payments can be made by cash, direct deposit or credit/debit card. More details are listed on your statement of account. Credit/debit card payments will attract an additional charge. Please see the fee schedule for details. A link to make payment by credit/debit card can be found on your statement of account. When paying by credit/debit card you authorise us to charge all fees incurred by you in relation to the services provided to the credit/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.

### Fees for Service

To provide a professional level of service and cover the costs of arranging your travel requirements we charge various fees for service. The amount charged will depend on the service provided. You will be notified of these fees at the time of booking.

### Fee Schedule

This is an outline of fees which may be applied to your booking if necessary. All fees are additional to Supplier-imposed fees. Please be aware all fees are non-refundable.

#### Card Payment Charge

- 1.4 % Visa (incl Corporates & Premium)
- 1.2% MasterCard (incl Corporate & Premium) 3% International Cards
- 1.8% American Express 2.5% Diners Card

#### Amendments after deposit is paid

\$110 per change plus Supplier's charges

#### Name Change

\$220 per name change plus Supplier's charges

#### Visa Processing Charge

\$100 per person per visa for assistance to complete a visa application

#### Cancellation

All cancellations will incur a flat fee of 12% of the total cost of your trip booking, in addition to any Supplier imposed cancellation charges. No refund will be provided for cancellation on or within 30 days of departure. All deposits are non-refundable.

#### Independent Itinerary Design Deposit

A redeemable \$200 deposit is due for all independent travelling itineraries.

Deductible from the final payment. It is non-refundable in any case.

#### Insurance Processing

\$100 administration fee to provide the required paperwork for an insurance claim.

Applicable only when insurance is not purchased from Food & Wine Travel

#### Late Booking Fee

\$100 per person for bookings made 8-14 days from departure

\$200 per person for bookings made 7 days from departure

#### Miscellaneous Fees

Fees levied by airlines or Supplier's for booking changes, additional taxes or charges relevant to your booking.

Changes to prices will be passed on to the client. Where possible you will be advised of these in advance.

### Cancellation

Cancellation must be provided to the Agent in writing before any action can be taken. The same person who signed the Terms and Conditions must also sign the cancellation.

### Refunds

Refunds are subject to the Terms and Conditions of the agency and the Supplier/s. If you are eligible for a refund, the balance less any non-refundable amounts and cancellation fees will be forwarded to you. This will only be forwarded upon receipt of the refund from the travel Supplier or airline. Some refunds can take upwards of 16 weeks to process. Agents are not responsible for Supplier delays in issuing refunds. Please note that some services are totally non-refundable, such as discounted airline tickets and instant purchase hotels. All Service Fees are non-refundable.

### Substitution Product or Service

If a Supplier advises unavailability of a product or service after full payment has been made, we will find a suitable substitute of a similar standard and price where possible. In the event that the price is more, you will need to pay the difference.

### Supplier

You may request a booking with a particular Supplier but in the absence of any request, we will make the choice of where your booking is made and held.

### Fees or Commissions Received from Third Parties

We may receive fees, commissions, gifts or financial incentives from third parties under this contract.

### ATAS Accreditation

Food and Wine Travel Pty Ltd holds accredited through the AFTA Travel Accreditation Scheme (ASTAS), under the name of Mildura Trav & Cruise. Our Accreditation Number is A12279. Please refer to [www.afta.com.au/atasfor](http://www.afta.com.au/atasfor) further details.

### Travel Insurance

By signing these Terms, you acknowledge that we strongly recommended travel insurance to cover your travel arrangements. It is your responsibility to ensure that appropriate travel insurance is in place from the time of first payment towards your trip. Failure to put insurance in place can result in significant financial loss for you. If you would like a price for comprehensive travel insurance please contact your consultant. Travel documents will not be released until you have either purchased a travel insurance policy or have signed an Insurance Waiver Form, which your consultant can provide.

### Valid Passports & Entry Visas

It is your responsibility to ensure that all travel documentation, entry visas and transit visas are in order for your trip which meet the requirements of immigration and other government authorities. This includes holding of valid passports (with at least 6 months validity from time of re-entry to Australia), and any necessary entry and transit visas to the countries visited on your itinerary. Some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australia passport. If this is not the case, you must let us know but you are still responsible for ensuring that you have the correct re-entry visa upon return to Australia. Visa information, assistance and application forms can be found at <http://visalink.com.au/?login=foodandwine>. 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. If you are having any difficulty with your passport or visa documentation you must advise us.

### General Travel Advice

It is your responsibility to check <https://www.smarttraveller.gov.au/> for information and advice specific to the countries visited throughout your journey. It is also your responsibility to register your travel plans on the same website in the event that there is a DFAT emergency or you need to be located urgently.

### 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 such as Travelvax (<http://www.travelvax.com.au/>) immediately after booking your travel (or prior if your lead in time is short). <https://www.smarttraveller.gov.au/> also carries health advice.

### Prices

All prices are quoted in Australian Dollars and are subject to availability. Prices can be withdrawn or varied without notice by the Supplier until paid in full by you. Price changes may occur for reasons that are out of our control which increase the cost of the product or service. Such factors include currency fluctuations, taxes and airfare increases and fuel surcharges. Prices are only guaranteed once paid in full. Please contact your consultant for up-to-date prices prior to making final payment.

### Exchange Rates

Travel products and services are often contracted in USD, GBP and EUR. Fluctuations in exchange rates will be passed on to you in the event that the price increases. Should the exchange rate decline more than 10% this will be passed on to you in the form of a price reduction. Please note that many large Supplier's and wholesalers provide a fixed exchange rate and this is not typically an issue. It does become an issue when smaller, private companies are contracted to fulfil your travel requirements.

### Frequent Flyer/Loyalty Membership

It is your responsibility to advise us of any relevant frequent flyer and/or loyalty membership numbers for your booking. All points, status accrual and other benefits are subject to the relevant membership Conditions. For missing points and other benefits contact the frequent flyer program directly. The Agent is not responsible for an inability to claim points.

### Special Requests

Please let your consultant know at the time of booking if you have any specific needs such as special meals, seating requests, room configurations or disabled access. Please understand that requests cannot be guaranteed and are subject to the Supplier's discretion and/or availability.

### Privacy Information

By completing and signing this Booking Form you consent to us using Personal Information for the purposes of completing the necessary bookings and travel related arrangements on behalf of yourself and your travelling companions. We collect your personal information to enable us to provide you with travel products and services, including assisting in arrangements with Supplier's (such as hotels and airlines). We will also use your personal information to personalise the service we provide you, including your experience on our and other websites, and provide you with information about our and our partner's products and services. Your information may be disclosed to Supplier's, third party travel service providers, our website manager, our contractors and others where authorised or required by law. For further information, including how you can request to access and correct your personal information and complain about a breach of your privacy, please see our privacy policy at <http://www.milduratravelandcruise.com.au/privacy-policy/>.

### Limitation of Liability

In any dispute arising between you and us the laws of the State of Victoria will apply. All actions of this Agency are governed and protected by Australian Law. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

### Force Majeure

Neither the Agent nor the Supplier will be liable where severe weather or other disasters prevent scheduled arrangements occurring or flights departing. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, government acts, or missions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy. For avoidance of doubt, Force Majeure shall not include financial distress nor the inability of either party to make a profit or avoid a financial loss, changes in market prices or Conditions, or a party's financial inability to perform its obligations hereunder. In the event that a Force Majeure applies, you will be bound by the Supplier's Terms and Conditions.

### Governing Law

In any dispute arising between you and us the laws of the State of Victoria will apply. All actions of this Agency are governed and protected by Australian Law. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

### Marketing

By signing this Form you understand and consent to Food and Wine Travel, and its associated entities sending you marketing material, including via electronic messages, relating to their and their partners' products and services from time to time.

### Acknowledgement

You acknowledge that you are 18 years of age or older and agree with the above Terms and Conditions. Additionally, you have read the Terms and Conditions of all suppliers or third-party service providers and agree to be bound by them. You agree that you are responsible for checking the accuracy of all documents provided to you within 24 hours of receiving them throughout the booking process and upon receipt of final documentation. You warrant and acknowledge that you have accessed the Smarttraveller website for any and all specific needs in relation to your intended destination/s. You acknowledge and agree that correct passport and visa documentation is your responsibility. You agree that you have sufficient funds to pay for your requested travel services. If booking and signing for a third party, you have conveyed all of these Terms and Conditions to them.