



## Supplier terms & conditions

### Acknowledgement

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with our terms and conditions. References to “us”, “we” and/ or “our” in these booking terms and conditions shall mean TripADeal Pty Ltd.

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.

By making a booking (which is deemed to have occurred at the time you purchase a Travel Voucher), the person who makes the booking agrees on behalf of all persons detailed in the booking that:

- 1 He/she has fully read these terms and conditions and has the authority to and does agree to be bound by them.
- 2 He/she consents to our use of information in accordance with our Privacy Policy.
- 3 He/she is 18 years of age or over and where making a booking with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

### Passports, visas and health requirements

All travellers must have a valid passport for international travel, with at least 6 months validity from the date of return and at least 2 blank pages at the time of travel. Visas, including transit visas and re-entry permits, are the passenger’s own responsibility. You must ensure you are aware of passport, visa, health and other requirements of the country or countries to which you intend to travel, and obtain all relevant documentation prior to travel. Any expenses, fines, penalties, costs or losses incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. If you would like more information about visa requirements for your holiday, please call us on 1300 00 8747. We can provide general information and assist you to fulfil your visa requirements through an external visa advisory service provider such as Visas

Direct. We do not warrant the accuracy provided by any external service and accept no liability for loss or damage which you may suffer in reliance on it.

Visa information provided in the Important Information on your Travel Voucher is correct at the time of publication but is subject to change without notice at any time. It is your responsibility to confirm visa requirements prior to travel and TripADeal is not obliged to compensate you in the event that visa advice changes after publication.

All travellers must possess physical and mental fitness well enough to travel. It is your responsibility to ensure that you are aware of any health requirements for your travel destination/s. For some countries, a failure to disclose a health condition may result in the applicable country refusing you entry, or in you being detained, expelled or repatriated from it. Vaccinations are strongly recommended for certain destinations and in some cases vaccination paperwork may be a condition of entry. Please note that vaccinations may be recommended some period in advance of travelling. We will not be responsible and will not be held liable for any expenses, fines, penalties, costs or losses incurred in relation to a traveller’s failure to comply with international countries’ entry/ health requirements.

### Travel insurance

We strongly recommend that you take out travel insurance immediately after making your booking. Your policy should include cancellation, baggage, theft, personal liability, accident and medical cover, plus any other requirements specific to your travel plans, and should be valid for the entire duration of your travel arrangements. Please ask your consultant or call us on 1300 053 052 for details on the travel insurance products that we provide, including a quote.

### Travel advice

It is your responsibility to be aware of the safety, local conditions and issues that may exist at your travel destination/s. We recommend that you contact the Department of Foreign Affairs



## Supplier terms & conditions

and Trade (DFAT) or visit their website [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) for current advice. You can also register your travel plans with DFAT so you are more easily contactable in case of emergency.

### Orders

Promotion of a travel offer on our website does not constitute a legally binding offer, but rather, are an invitation to treat. We reserve the right to accept or reject your order for any reason after that order has been made, including but not limited to the unavailability of any product or service, an error in the price or description, or an error in your order. If we cancel your order, we will provide a full refund of any payment received. Once placed, you cannot cancel your order.

### Payment

All travel offers listed on our website are heavily discounted and available for a limited time only. For this reason we require full payment at the time of booking. This payment is non-refundable and can be made by credit card or bank transfer. If paying by bank transfer, please note that your booking is not confirmed until the funds clear into our account. Some additional extras, supplements, and/or surcharges may be payable after purchase, as specified in the Important Information on your Travel Voucher. Any changes made to a booking after purchase may incur fees as listed in the Schedule of Fees below.

Every travel offer has its own specific Important Information in addition to these terms and conditions. The Important Information is binding for that specific offer. In purchasing a Travel Voucher you acknowledge that you have fully read and understood the Important Information that applies to that specific travel offer, as well as these terms and conditions.

### Travel voucher

Immediately after payment you will receive a Travel Voucher with more information about the booking process. Please ensure you read this information carefully, as most of our travel offers will require you

to submit an Online Booking Form by a specific deadline in order to finalise your booking. We will not be liable for any expenses, fines, penalties, costs or losses incurred in relation to a traveller's failure to comply with the Booking Instructions listed on their Travel Voucher.

If your Travel Voucher instructs you to submit an Online Booking Form, please note that the details contained on this form are final and will be used for ticketing purposes. Any booking changes requested after submitting the Online Booking Form cannot be guaranteed and may incur additional fees.

The Refund Policy is listed on our website and it is your responsibility to ensure you fully read and understand this. Travel Vouchers are non-refundable, cannot be redeemed for cash, and cannot be used in conjunction with any other offer or promotion.

The Travel Voucher is valid only for the travel dates specified in the Important Information. Once this validity period has expired, the Travel Voucher will be considered void and is non-refundable in full or part. If you elect to purchase a Travel Voucher without specifying travel dates at purchase, all offers are subject to availability. We recommend making bookings at least 3 months in advance. Peak times such as weekends or holiday periods should be booked further in advance. We do not guarantee that services will be available at your preferred date and time.

We are not responsible for lost or stolen Travel Vouchers, for any fraudulent use of the Travel Voucher's unique reference number, or for any losses caused by your inability to access, print or download your Travel Voucher.

### Pricing

All prices are in Australian Dollars (AUD) unless stated otherwise. The prices of travel offers listed on our website include all taxes, charges and service fees, including GST (where applicable). All prices are subject to availability and can be withdrawn or varied without notice. Price changes may be caused by a number of factors including currency fluctuations, fuel surcharges, taxes and airfare increases. We reserve the right to adjust any fees, charges or prices as necessary to reflect such cost increases. We reserve



## Supplier terms & conditions

the right not to honour any published prices that we determine were erroneous due to printing, clerical or electronic error. In the event of a price decrease, we are not obliged to refund you to match any subsequent price reductions after purchase. We reserve the right to modify, change, extend, or cancel the travel offer at any time.

### Flights

Flight information listed on your Travel Voucher is subject to change based on availability and airline schedule changes. This means some flights may arrive a day earlier or later, involve a transit, a stopover, or a substitute airline. These changes are beyond our control. Your specific flight itinerary will be confirmed as part of the booking process after purchasing your Travel Voucher. If you have any concerns about this, please call us on 1300 00 8747.

Any changes made to flights after tickets have been issued will incur charges. Please refer to the schedule of fees for more details. Once flights have been confirmed and tickets have been issued all tickets are non-refundable. Minimum connecting times are as per IATA, airport and airline specifications. Flights sectors are booked as advised by the operating airline in accordance with their rules.

Airlines have the right to reschedule or cancel flights at anytime, and any such schedule changes are beyond our control. It is your responsibility to contact the airline prior to travel to ensure that the scheduled departure time has not changed. In the event of a schedule change, please notify the local tour guide/hotel/transfer service via the specific contact details provided in your travel pack. We do not accept any responsibility for additional costs or losses incurred due to airline changes or cancellations. Note: significant delays of five hours or more may result in a no-show and involuntary cancellation at your accommodation unless prior notice is provided, particularly if you are delayed arriving to a stopover destination.

Any travellers purchasing an Australian domestic flight to the travel offer's departure city are strongly recommended to arrive at the departure city one day earlier to avoid possible flight delays and cancellations.

Any travellers who fail to board their scheduled flights will be liable for any cancellation and/or reissue fees and charges incurred.

### Cruises

Cruise information listed on your Travel Voucher is subject to change based on availability and at the discretion of the cruise provider. Any special requests or changes to cruise bookings must be clearly stated in your Booking Form and are strictly subject to availability. Any changes requested after cabins have been booked will incur charges. This includes name changes due to customer error. Please refer to the schedule of fees for more details. Cabin category selection, cabin upgrades, and any other cruise-related requests are strictly subject to availability and are not guaranteed. Cabin placement is allotted on a Run of Ship basis.

### Travel itinerary

Itinerary details listed on your Travel Voucher are subject to change based on availability and other external factors beyond TripADeal's control. This includes but is not limited to itinerary elements such as accommodation, touring sites and schedule, ground transport, transfers and flight routing. In the event of an itinerary change, an alternative of equal or higher standard will be provided.

### Group size & minimum numbers

Many TripADeal packages have minimum numbers required for the tour to depart. If minimum numbers are not reached we reserve the right to cancel and refund any Travel Vouchers purchased for that tour. Occasionally a tour will be approved to go ahead even if minimum numbers have not been reached. In this instance, TripADeal is not obliged to cancel, refund or compensate any passengers who have already purchased Travel Vouchers.

Many TripADeal packages have maximum numbers stated in the Important Information. This provides an indication of maximum group size per coach on the tour and is intended as a guide only. International package tours often have multiple coaches



## Supplier terms & conditions

departing on a single departure date. In some cases airport arrival and departure transfers will combine multiple groups. This is dependant upon airline scheduling and airport ground transport requirements.

### Travel documents

Names supplied to TripADeal **MUST BE** exactly as per your passport, including your middle name if applicable. If an incorrect name is supplied to TripADeal via the Online Booking Form and tickets are issued incorrectly this could result in a passenger being refused boarding at the time of departure. Name changes after tickets have been issued will incur additional charges from TripADeal and the airline as the ticket will have to be reissued. Please refer to the schedule of fees for more details.

It is your responsibility to check all of your travel documents (including but not limited to flight tickets, visas and insurance) immediately upon receipt and advise us as soon as possible of any errors or changes required.

### Baggage

Please ensure you read your travel documents carefully for details on baggage allowances as these can vary from airline to airline. The standard check-in baggage allowance for all airlines is limited to one piece and must not exceed 20kg, unless otherwise explicitly stated. Carry-on baggage is limited to one piece and must not exceed 7kg, unless otherwise explicitly stated. Excess baggage (if your airline allows it) can be expensive and is the responsibility of the traveller. TripADeal will not be liable for any expenses, fees, penalties, costs or losses associated with baggage allowances and excess baggage.

### Frequent flyer points

Frequent Flyer memberships cannot be used to determine airline choice. Frequent Flyer points cannot be used to upgrade your flights with TripADeal. If Frequent Flyer memberships are applicable for your flights, it is your responsibility to lodge your

Frequent Flyer membership number directly with the airline at the time of check-in or by contacting the airline directly. TripADeal is not responsible for processing or recording your Frequent Flyer membership details.

### Special requests

Special requests, including but not limited to dietary and mobility requirements, are strictly subject to availability and must be advised on your Online Booking Form. We will make every effort to accommodate special requests but please note these cannot be guaranteed. Please note that it is your responsibility to lodge airline seating requests directly with the airline at the time of check-in or by contacting the airline directly. TripADeal is not responsible for processing or recording airline seating requests.

### Changes and cancellations

All bookings are non-refundable and cannot be redeemed for cash. We recommend you take out a comprehensive travel insurance policy immediately after making your booking to cover you against cancellation. We will not be liable for any costs or losses incurred in the event that you cancel your booking.

Any changes to your booking, including but not limited to departure date, tour length, passenger name/s, and flight ticketing requests, are subject to availability and may incur charges. Please refer to the Schedule of Fees below for further details.

All tour members are required to remain with the tour for its full duration. Any unused portion of the package is non-refundable and cannot be exchanged for other services or cash.

### Refusal of carriage

We retain the right to remove customers from the group for reasons that impact on the enjoyment or safety of other tour members, such as, but not limited to, the physical, medical or mental inability of customers to undertake the arrangements of the tour, unsocial or unruly behaviour, or the carriage of prohibited substances and materials.



## Supplier terms & conditions

### Hotels

Hotel descriptions are based on current hotel guides provided by suppliers and contractual agreements. Any facilities described are subject to change at any time. We have made reasonable enquiries to verify that the descriptions and details are accurate but do not warrant that they are. In the unlikely instance of a hotel change becoming necessary, the alternative property will be of a comparable or higher standard and there shall be no refund in this connection. Non smoking rooms are requested, however cannot be guaranteed as not all hotels offer dedicated non-smoking rooms. Please note that hotel portage is not included on the first or last days of your tour when arriving or departing your hotel independently.

### Twin share rooms

Please note: In some areas including much of central Europe, traditional hotels sometimes offer 'French Twins' which are 2 separate beds and mattresses attached together and sharing a single headboard.

### Transportation

When group sizes are considered too small to use a full sized touring coach we reserve the right to use a smaller coach. Smaller coaches and any vehicles used for local transfers and occasional day excursions may not have toilet facilities on board. Individual country and EEC laws regarding coach transportation will be abided by at all times.

### Shopping

TripADeal is not qualified nor permitted to ensure or guarantee the quality or value of any goods purchased or the suitability of any retail outlets visited during your tour. In all cases the purchasing of goods and the use of a credit card for those transactions is entirely at the traveller's own risk and at all times the traveller must use their own discretion. We will not be liable for any expenses, fees, penalties, costs or losses incurred as a result of transactions you make while travelling.

### Complaint procedure

We are committed to dealing with complaints quickly and effectively. If a problem occurs, you must attempt resolution locally with the service provider (such as the hotel, airline or tour operator) within 24 hours as a first step. Failure to follow this course will result in any following claim for compensation being reduced or denied. If you have any unresolved complaint, you must email that complaint to [feedback@tripadeal.com.au](mailto:feedback@tripadeal.com.au) within 30 days of the completion of your travel arrangements. Failure to lodge a complaint within this time period will result in any following claim for compensation being reduced or denied. You must attach all relevant receipts and supporting documentation (including efforts made with the service provider to resolve it). All claims are subject to the terms laid out in our Refund Policy.

### Limitations of liability

We arrange your holiday, which will be provided by suppliers that we believe to be reputable and to comply with the standards set down by their local authorities. Our obligation to you (and you expressly authorise us to) provide the relevant arrangements, bookings, ticketing and other ancillary and related services depending on the Travel Offer you have purchased. However we do not directly provide the transport, accommodation, meals or other facilities and services described on this website that you may receive on your holiday, all of which are provided by airlines, coach, rail and cruise operators, land carriers, hoteliers or suppliers of other services as principals. We agree to make the reservations with the principals offering the services described in your Travel Offer on these terms and conditions.

All travel documentation issued by TripADeal (including but not limited to purchase orders, receipts, vouchers, itineraries, tickets, coupons and contracts) is subject to the tariff terms and conditions contained in the contracts in use by the principal, and constitutes the sole contract between the principal and the passenger. Acceptance of such travel documentation constitutes acceptance of the foregoing.



## Supplier terms & conditions

Travel Offers are provided subject to the suppliers' terms conditions and limitations, which may not be expressly the subject of our contractual agreement and which may exclude or limit liability in respect of death, injury, delay, loss or damage to person or effects. We accept no responsibility for supplier terms, conditions or limitations and do not make or give any warranty or representation as to their standard. 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 that you have purchased, your rights are against that provider and not against TripADeal. This includes itinerary changes due to weather, delays or other causes of whatever kind or nature beyond our control.

### Responsibility

TripADeal is responsible to the purchaser for arranging supply of the services described on this website and according to the specific booking instructions of each Travel Offer, except where such services cannot be supplied or the itinerary is changed due to weather, delays or other causes of whatever kind or nature beyond the control of the Company.

In such circumstances, we will endeavour to arrange supply of comparable services and itineraries and there shall be no refund. In the absence of our own negligence, we are not liable for any cancellations, diversions, substitution of equipment, variations, postponements, or any other act, omission or default by airlines, coach, rail or cruise operators, land carriers, hoteliers or any other suppliers, nor for any consequences thereof, including but not limited to changes to services, accommodation or facilities.

Neither TripADeal nor any of our directors, employees, affiliates or agents accept any liability in contract, tort or otherwise for any injury, illness, death, loss, damage (including but not limited to loss or damage to persons, baggage and property), delay, additional expense or inconvenience caused directly or indirectly

by the acts, errors, omissions, default or negligence of suppliers; or caused directly or indirectly by force majeure or other events which are beyond our control including but not limited to severe weather, fire, floods, acts of God, acts of government or other authorities, failure of equipment or machinery, war, civil disturbance and malevolent acts. We are not responsible for any criminal conduct by any third parties.

TripADeal does not accept responsibility or liability for any acts, errors, omissions, default or negligence of any person not its direct employee or under its exclusive control, including any government or governmental authority, officer or employee; and also including any employees or agents of any of our suppliers such as airlines, coach, rail, cruise or ferry operators, shipping companies, or any other transport providers; hoteliers or other accommodation providers; land carriers, tour operators, tour guides, tour directors, travel agents, or the providers of any other meals, facilities, goods or services on your holiday or in relation to it and over whom TripADeal has no direct control.

We do not accept responsibility or liability for any requirements, terms or conditions of any third party who provides some service in the course of your holiday. All bookings made by TripADeal with transport or other service providers on your behalf are subject to the requirements, terms and conditions of those suppliers which may not be expressly the subject of our contractual agreement, particularly in relation to the applicable laws, policies and requirements of any government, governmental authority or employee including visa, entry, exit or transit.

In the event of the customer occupying a motor coach transport seat fitted with a safety belt, neither TripADeal nor any related agent or supplier will be liable for injury, illness, death or other loss, damage or claim arising from any incident or accident where the safety belt is not being worn correctly at the time of such incident or accident.

We do not accept any liability or responsibility for your acts, omissions, defaults, conduct, state of health, condition or circumstances, or failure to comply with the terms, conditions



## Supplier terms & conditions

and requirements of any service provider, or country or governmental authorities. If you decide that you do not wish to visit a country or part of a country you had intended to visit because of any law, condition or requirements of any government or governmental authority, official, servant or agent, or because of circumstances beyond our control including but not limited to force majeure, severe weather or civil unrest, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees.

### Tripadeal credit

Any TripADeal Credit granted for whatever reason is valid for 12 months from date of issue. TripADeal Credit must be declared at time of purchase and may be used towards any Travel Offer listed on [www.tripadeal.com.au](http://www.tripadeal.com.au) at time of presentation. TripADeal Credit is not valid for use on associated travel services, concierge flight tickets, travel visas, travel insurance, Gift Vouchers, or any optional extras / supplements / surcharges associated with a current or previous travel deal. To redeem please contact TripADeal on 1300 00 8747. All bookings are subject to availability and you will be bound by the Terms & Conditions and Important Information of whichever travel deal you select. Payment for your chosen Travel Offer is required in full together with the redemption of the TripADeal Credit. No change given for purchases below the TripADeal Credit value. The credit must be redeemed in one transaction and any unused amount will be forfeited. TripADeal Credit must be used within the stated validity period or else it will be deemed void. It is non-refundable, non-redeemable for cash and cannot be used in conjunction with any other offer/promotion or Gift Certificate.

### Schedule of fees

#### Voluntary Changes

This includes booking changes requested by you, including but not limited to those changes requiring airline ticket or Travel

Voucher reissue.

**1st change** - \$100.00 per person + any additional charges applied by the airline/cruise company/other travel provider.

**2nd change** - \$150.00 per person + any additional charges applied by the airline/cruise company/other travel provider

**Subsequent changes** - \$250.00 per person + any additional charges applied by the airline/cruise company/other travel provider.

**Changes within 30 days of departure** \$350.00 person + any additional charges applied by the airline/ cruise company/ other travel provider.

**Changes within 14 days of departure** \$500.00 per person + any additional charges applied by the airline/ cruise company/ other travel provider.

*Please note:* Any changes made to flights after tickets have been issued will incur additional charges. Once flights have been confirmed and tickets have been issued all tickets are non-refundable and non-transferable.

#### Name Changes Due To Passenger Error

- If the incorrect name has been advised to TripADeal, charges of \$150.00 per person + any additional charges applied by the airline/ cruise company/ other travel provider will apply.

### Governing law

This agreement will be governed and interpreted in accordance to the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of the State of New South Wales.