

# Booking Terms and Conditions

*These Booking Terms and Conditions (herein 'Terms and Conditions') were last updated 31 January, 2021 and apply to all bookings made after this date. These Terms and Conditions form part of a binding contract governing bookings made with Events Worldwide Pty Ltd (herein 'Events Travel') by customers and their travel agents, in relation to the use of provided third party services by travellers.*

## **1. OUR CONTRACT**

All bookings are made with Events Travel (Events Worldwide Pty Ltd, ABN 7706 1223 998, herein 'us/we'). By booking with us, you are deemed to have agreed to these Terms and Conditions (which constitutes the agreement between you and us). Your booking will only be accepted and confirmed on the basis that you have accepted these Terms and Conditions on behalf of all travellers in your party. The services to be provided are those referred to in your booking confirmation and/or invoice.

## **2. OTHER APPLICABLE TERMS AND CONDITIONS**

It is important to note that service providers, suppliers, event organisers, stadiums and venues may impose their own terms and conditions, rights of carriage, stadium entry and ticketing terms that are not related to the Events Travel Booking Terms and Conditions and may be provided with your ticket, on entry to a stadium or when utilising a service (airlines, hotels, et cetera.) Events Travel will not provide any refunds, exchanges, credits or be held liable in any way if a traveller breaches the terms and conditions of a service provider, supplier, event organiser, stadium or venue and is ejected, refused entry, has a ticket cancelled or a service is unused.

## **3. BOOKINGS**

Bookings can be made through any IATA, ATAS accredited or internationally bonded Travel Agency or directly with Events Travel for yourself and/or other travellers.

## **4. PRICES, FEES AND SUPPLIER SURCHARGES**

### **4.1 Prices**

All prices are inclusive of relevant government taxes, such as Australian GST where applicable. Other government taxes may apply instead of GST in certain circumstances, such as VAT, JCT as well as US Federal and State taxes unless specified as additional or itemised. All government taxes are included in the final sale price and are calculated at the time of booking, unless specified.

Government taxes can change from time to time. If there are changes to a tax rate, the changes will be reflected upon any unpaid invoices. In this instance, a change will not be applied to invoices already paid in full. Some notice will be provided.

Prices listed within our website and brochures are subject to change at any time, according to market conditions, demand, and availability. If a price reduces or is discounted, this reduced rate is not applied to existing bookings. If a booking is cancelled in an attempt to re-book or re-instate at a reduced rate, full cancellation applies according to Section 9.

Prices are listed in Australian Dollars, unless indicated otherwise. If a price is listed in a foreign currency, the final sale price will usually be invoiced in Australian Dollars and will be calculated at the current exchange rate at the time of deposit, stage payment or final payment. For some events based in the UK or in Hong Kong we may accept payment in Pounds Sterling or Hong Kong Dollars into our nominated account in the UK or Hong Kong. The terms of this contract remain the same in this instance.

If you are making payments from a foreign country, your financial institution may charge international transaction fees. These charges need to be paid by you so please take that into consideration by adding that fee to your transaction to Events Travel.

If paying by credit card, credit card company merchant fees will apply as listed on your booking confirmation and invoice. These charges are not imposed by us, they are passed on at the same level as we are charged by our payment providers as a fee for their service. Your package, tour or service provided will be charged by us in Australian dollars using the exchange rate at the time. Your financial institution will reflect exchange rates and fees charged by your credit card provider. Note that B2B exchange rates are lower than published retail rates by at least 1 basis point.

All unpaid invoices are subject to updated currency increases at any time, supplier or service provider surcharges, fare changes or tax changes if applicable. More on exchange rates in Section 7.

If a Group Tour requires an itinerary change, we reserve the right to adjust the price for that tour component and you will be advised prior to that change but only if it impacts the pricing in any way.

#### **4.2 Supplier Surcharges**

If you are booking additional services not included in a base package or tour, such as flights, additional supplier or service provider surcharges, taxes and fees may apply. If surcharges and taxes are included in the final price, this will be listed within your booking confirmation. Otherwise, the supplier or service provider reserves the right to charge additional surcharges, taxes and fees (such as fuel surcharges and overweight baggage fees).

Airlines reserve the right to charge fares in force on the day of making your reservation or when ticketed upon receipt of full payment. Fares may change between us quoting and ticketing – it is important to pay for flights immediately to avoid increases. No airline add-ons have been included in your booking unless specified within your booking confirmation.

#### **4.3 Event Packages and Tour Booking Fees**

Each package has a built-in booking fee in accordance with the particular product. This booking fee is an administration charge to process the reservations, issue confirmations, administer stage payments and to contract a range of suppliers. If the specific product or confirmation does not have this listed booking fee, the following are our standard default fees, which are separate to airline fees:

- Domestic within Australia: A\$95 per person, per event package (base listed package).
- International from or to Australia: A\$125 per person, per event package (base listed package).
- Within or to any other regions: A\$95 per person, per event package (base listed package).
- Escorted Tours: A\$295 per person.

The above fees are non-refundable under any circumstances in case of the cancellation of an event, in addition to any non-refundable elements from suppliers such as airlines, hotels, tickets for events, hospitality, transport and catering. For cancellations see sections 9 and 10.

#### **4.4 Flight Ticketing Fees**

Events Travel often do not receive commission on flights or those commissions are extremely low. We reserve the right to charge a booking fee for the time taken to quote and ticket your fares. This will usually entail us doing comparative quotes via multiple sources to establish a suitable fare which takes staff time.

The following ticketing fees are standard and are in addition to our cancellation booking fee for land packages. If we offer a different booking fee we will advise you at the time of quotation. The fees will also be reflected on your confirmation letter which is a binding contract. In the event that fare is cancelled, refunds will be based on the terms of the flight purchase and airline penalties may apply. The taxes paid on that fare may vary on exchange rates at the time of refund. Whilst Events Travel do not charge an extra cancellation fee we reserve the right to retain our booking fee for work done on the original booking and the extra work in regards to the refund application process.

Fares within the regions of Australia, New Zealand, North America, Europe, Asia & Africa and within the South Pacific:

- For scheduled airlines we are able to ticket in-house: A\$45 per person.
- For other Carriers we are unable to ticket in-house: A\$55 per person.

Intercontinental fares:

- For scheduled airlines we are able to ticket in-house: A\$75 per person.
- For other Carriers we are unable to ticket in-house: A\$95 per person.

The above rates apply to economy class fares. Higher rates based on the applicable fares for Premium Economy, Business Class or First-Class fares may apply – see your quote and/or confirmation letter for these fees.

In addition, some fares need to be purchased from a ticket-reseller (consolidator). The additional fee is A\$35 per ticket issued, per person.

#### **4.5 Baggage and Seat Booking Fees**

Many airlines charge extra for baggage handling and seat selection. These fees will be outlined to you at the time of booking. In case we omit any of this information please feel free to ask us. Baggage is

only included within published fares where allowances are included. We will not include baggage fees where they are shown as extra. The same applies for seat selection options (these are your personal responsibility.) We can of course assist (please discuss this with a Travel Expert) however it may be prudent to investigate this yourself if this is important to you. The access codes will be provided.

## **5. FREQUENT FLYERS AND TICKETS**

### **5.1 Frequent Flyers**

If you are a member of an airline frequent flyer program, please advise us of your membership number. It is advisable to retain your boarding passes and copies of tickets for points accrual verification against your statement. Without these, you may be unable to claim points. Some group and individual airfares are not eligible for point accrual, please check with us if you have any doubts. Some fares are ineligible for points accrual and status. This is usually the cheaper economy class fares. This also applies to group fares on most carriers.

### **5.2 Event Tickets**

For many events, tickets are sourced under license from the event organiser and may include administration, royalties or distribution fees over and above face value of the ticket. This is to enable you early access to the event and to guarantee those tickets under license. In some cases, tickets may be sourced from a secondary market or from another supplier. These additional fees will impact the outcome of cancellations by us, by Governments or by stakeholders. Generally the face value of the ticket will be refunded only due to a force majeure. This will depend on other circumstances involved in the particular event booking. In many cases due to postponements of events or cancellations of events the tickets and fees may only be carried across to and valid only for the next scheduled event. This will be accessed and communicated to you on a case-by-case basis.

## **6. SUPPLIERS & EFFECTIVE DATES**

### **6.1 Participating Suppliers**

For each package or tour, specific services are specified on your booking confirmation. While we endeavour to operate all packages and tours as described, we reserve the right to change the supplier, service provider or services before or after departure according to our judgement of the best interests of all travellers due to terrorism, natural disasters, political instability or other external events outside of our control. In this instance we reserve the right to collect additional monies if required for changes. We cannot be held liable for any expenses or incidental costs incurred by suppliers, service providers or services changes.

### **6.2 Effective Dates**

Each package or tour has its own validity, which is specified on the website, brochure or your booking confirmation. While we endeavour to operate all packages and tours as described, we reserve the right to change the itinerary and dates before or after departure according to our judgement of the

best interests of all travellers due to terrorism, natural disasters, political instability or other external events outside of our control. In this instance we reserve the right to collect additional monies if required for changes. We cannot be held liable for any incidental expenses that may be incurred as a result of a change of itinerary and dates.

## **7. PAYMENTS & INVOICING**

### **7.1 Payments**

All payments including deposits, stage payments and balance payments are non-refundable.

Payment terms change for each event according to when your booking is confirmed. Payment terms will be specified on your booking confirmation and invoice. For most events, we require a deposit to confirm your booking and the balance paid approximately 90 days before the event begins. For some events, stage payments may also apply. If making a booking after a stage payment or balance payment date, you will be required to pay the outstanding amount (of any elapsed due dates) to confirm your booking.

We accept bank transfers, credit card payments and cheques. For domestic bank transfers to our Australian bank account there are no fees. For international bank transfers to our Australian bank account, there is a A\$20 transaction fee. We accept payment via Visa and Mastercard with a 1.5% merchant fee. Payment instructions will be provided after booking.

### **7.2 Invoicing**

Automatic invoice reminders will be sent by email to the lead traveller on your booking at 30 days, 7 days and 1 day before a payment is due. Then, automatic overdue reminders will be sent by email to the lead traveller after 3 days overdue. We reserve the right to charge a late payment fee of \$150 per booking after 3 days that an invoice is overdue. Products and services provided by us are in most cases pre-paid in advance and are non-refundable.

We reserve the right to cancel a booking at any time once a payment becomes 7 days overdue, with no refunds, exchanges or credits. All booked services will be forfeited upon cancellation. If we cancel a booking and the services are able to be reinstated in full after the late payment fee is made, an additional reinstatement fee of \$250 will apply per person, plus any price differences or fees from suppliers or service providers. Reinstated bookings are subject to availability at the time they are being reinstated. Should a booking be cancelled due to a late payment and you try to reinstate it when there is no availability there are no refunds, exchanges or credits on any payments made.

It is the lead traveller's responsibility to ensure payment deadlines are met and must not rely solely on the automatic invoice reminders. We advise making a calendar entry after booking with payment due dates to avoid incurring late payment fees and subsequent cancellations.

### **7.3 Exchange Rate Fluctuations**

Events Travel reserves the right to surcharge any package until final payment is made due to exchange rate fluctuations. If you wish to pay in full at the time of booking there will be no surcharges applied to any invoice paid in full.

## **8. TRAVELLER DETAILS, TRAVEL AGENTS AND NAMES**

### **8.1 Traveller Details**

In order for us to confirm a booking, we require personal details including billing and shipping addresses, traveller names, emails and phone numbers in writing. To book flights, exact names are required as per passports. For international flights, we may request a copy, scan or photo of passports to verify names and expiry dates. If names are provided to us incorrectly, re-issue fees and name change fees from suppliers or service providers may apply. It is important that you provide names accurately in writing as per your passport to avoid any re-issue fees and to ensure you can use the services booked. Please check your booking confirmation prior to us issuing flight tickets to ensure names are spelt correctly on booking. This is your responsibility as the traveller or Travel Agent. You may not be able to use a service if it's booked with an incorrect name. If this happens, we cannot be held liable and will not offer a refund, exchange or credit.

### **8.2 Travel Agents**

If you are a registered Travel Agent and making a booking on behalf of a traveller or group of travellers, we require all traveller's details including names, emails and phone numbers. We reserve the right to charge name change fees and pass on name change fees from suppliers and service providers if names are provided incorrectly or changed. We require all travellers contact details to ensure important information about the booking and services provided to the traveller. If traveller's details are not provided, the Travel Agent (you) accept full responsibility for the transfer of information and we cannot be held liable for any miscommunication that may occur and subsequent incidentals or expenses incurred. If there is a miscommunication, there are no refunds, exchanges or credits. This is important if there are last minute schedule changes, updates or emergencies. With international events, important information can be passing hands 24/7 and overnight, unless you have a 24-hour reliable contact number, providing traveller details will ensure your customers experience is enjoyable and problem free. These contacts will not be provided to any third parties and will not be used by us for ongoing marketing activities.

### **8.3 Names**

We can confirm a booking without all traveller names if they are expected to be provided at a later date before travel services are used or ticketed. In this instance, we will advise on booking a date when names must be provided. If names are not provided by the designated date, name change fees may apply or the booking may be cancelled.

## **9. CANCELLATIONS BY TRAVELLERS & UNUSED SERVICES**

If you have to cancel your booking or part of your booking, full cancellation applies. There are no refunds, exchanges or credits unless agreed by us in writing. A cancellation will only be effective when received from you in writing via post or email. Once received and cancelled there may not be any recourse, make sure your decision is final.

If specific services go unused, there are no refunds, exchanges or credits. Travel services and event tickets are strictly non-transferrable.

We do not itemise inclusive packages or tours for the purposes of purchase or refund/cancellation.

## **10. CANCELLATIONS BY US OR OTHERS**

If a Group Tour has minimum numbers for departure and the minimum numbers are not met, the Group Tour may be cancelled. In this instance a full refund will be provided, or you will have the option to change to another similar Tour that we are operating, providing there is availability. If transferring to another Tour of a higher value, you will be required to pay the difference between the Tours. If transferring to another Tour of a lesser value, we will provide a refund for the difference between the Tours. We cannot be held liable for losses, incidentals or expenses in relation to a cancelled Group Tour if minimum numbers are not met. For this reason, we recommend purchasing a Travel Insurance policy when booking. We can issue a policy for you. If you are using Insurance services provided by a third party we recommend you assess the cover appropriately in respect to our terms and conditions such as full cancellation.

If any services or tickets within a package or tour are cancelled prior or during a trip due to terrorism, natural disasters, pandemics, political instability or other external events outside of our control, there are no refunds, exchanges or credits. This includes incorrect names provided to suppliers or missing a service departure. For this reason, we recommend purchasing a travel insurance policy when booking and can issue a policy for you or provide other recommendations.

Any other arrangements entered into for partial refunds, credits or otherwise will be at the discretion of Events Travel.

### **10.1 Event Tickets**

If an event is cancelled or postponed for any reason, there are no refunds, exchanges or credits unless a refund is provided by the organiser, secondary/intermediate supplier or venue. In this instance, you must retain your event ticket and only the face value of the ticket, less any applicable fees, will be refunded. It is at the discretion of the organiser or venues as to whether refunds will be offered for a cancelled or postponed event. Refunds for a cancelled or postponed event will only be processed if the ticket is provided to us intact and the barcode is legible, as this will be returned to the event or venue in exchange for a refund, less administration fees. This refund process can take an amount of time. We cannot be held liable for any losses or expenses incurred by an event cancellation or postponement. For this reason, we recommend purchasing a travel insurance policy when booking and can issue a policy for you or provide other recommendations.

In the case of a cancelled event which is out of our control, where the face value of a ticket is refundable (this may not always occur), and we are able to obtain a refund or credit on any other services the Events Travel Booking fee structure listed in Section 4 will apply in addition to any funds we are unable to obtain a refund for. This fee is to cover our costs of operating our business well in advance of the particular event and the loss of revenue for the cancelled event.

### **10.2 Event Postponement or Cancellation**

We do not have event cancellation insurance because this is price prohibitive with international and domestic travel making us non-competitive. Many large scale events do have cancellation insurance. With this they tend to refund tickets and hospitality less an administration fee. If an event is cancelled or postponed we will make an assessment of what each suppliers contracts and terms are in regards to such an event. This can take several weeks to establish due to a large number of components and delays in their responses. Once fully assessed we will put forward a financial statement outlining retrievable components and applicable booking fees. You can then make an insurance claim against any losses – ensure you purchase a suitable travel insurance policy.

In the case of cancellation the Events Travel Booking Fee as indicated in the product or in these terms is non-refundable. These are outlined in section 4.

### **10.3 Credits**

In some instances components may be held in credit towards a postponed or future event either by us or by suppliers. This also may apply to airlines. We will guide you through this process should this occur. These circumstances will only be possible at our discretion. Booking fees will be waived in the instance of a credit towards the same or another event depending on the circumstances of the event cancellation or postponement and the time lines involved.

## **11. COVID-19 GUARANTEES**

COVID-19 guarantees apply in any of the following circumstances:

- If an event is cancelled or held without spectators due to COVID-19 (or any variants),
- Or, if an event is postponed due to COVID-19 (or any variants),
- Or, if travel is restricted to an event from your local area, state or country due to general Government imposed travel restrictions,
- Or, if hotel quarantine, self-isolation or stay-at-home quarantine is mandated by Government, either to where the event is being held, or on your return home for a period of 72-hours or more.

If any of the above circumstances apply\*, the following options will be available:

- Choose to re-book the same event (either the following edition or new dates if postponed) without penalty^,
- Or, choose to cancel your booking and use money paid as credit towards a future travel booking with Events Travel without penalty^,

- Or, choose to cancel your booking and receive a full refund less an administration fee\*\* (fees listed in Section 4).

^ Events Travel will make every attempt to offer the same packages and prices, but no guarantees will be made that packages offered will exactly match that of the original event.

\* These COVID-19 Guarantees only apply if the customer has the required COVID-19 (or any variants) vaccinations and boosters as required to travel and has completed all relevant forms, documents and meets the travel criteria (including not being COVID-19 (or any variants) positive or being part of a group restricted due to contracting COVID-19 (or any variants) or waiting for COVID-19 (or any variants) test results.) If travel is restricted because a customer has not been vaccinated appropriately and/or has not completed all relevant forms, documents and does not meet the travel criteria, the available options will not be offered, and the customer will not receive any refund or credit if they cannot attend the event, travel or any quarantine restrictions are imposed. These restrictions apply to any area, state, or country the customer is visiting or any supplier or service the customer is using.

\*\* If a supplier refuses to refund to Events Travel, then a full refund may not be offered to the customer and a partial or no refund will instead be offered and determined on a case-by-case basis. Events Travel will make every attempt to ensure suppliers refund appropriately, including but not limited to legal action.

If travel is restricted to Australian Open 2022 from your local area, state, or country. Or, if hotel quarantine, self-isolation or stay-at-home quarantine is mandated by any applicable government or authority, either to where the event is being held, or on your return home for a period of 72-hours or more, then your booking will be non-refundable and non-transferrable.

*^ Events Travel will make every attempt to offer the same packages and prices, but no guarantees will be made that packages offered will exactly match that of the original event.*

*\* These COVID-19 Guarantees only apply if the customer has the required COVID-19 (or any variants) vaccinations and boosters to travel and has completed all relevant forms, documents and meets the travel criteria (including not being COVID-19 (or any variants) positive or being part of a group restricted due to contracting COVID-19 (or any variants) or waiting for COVID-19 (or any variants) test results.) If travel is restricted because a customer has not been vaccinated appropriately and/or has not completed all relevant forms, documents and does not meet the travel criteria, the available options will not be offered, and the customer will not receive any refund or credit if they cannot attend the event, travel or any quarantine restrictions are imposed. These restrictions apply to any area, state, or country the customer is visiting or any supplier or service the customer is using.*

*\*\*If a supplier refuses to refund to Events Travel, then a full refund may not be offered to the customer and a partial or no refund will instead be offered and determined on a case-by-case basis. Events Travel will make every attempt to ensure suppliers refund appropriately, including but not limited to legal action.*

## **12. BOOKING AMENDMENT FEES**

Changes to already confirmed and invoiced bookings will only be accepted on a case by case basis subject to our discretion. Bookings may be upgraded in value, subject to availability but not downgraded in value. If upgrading a booking you will be invoiced for any difference in price. Some services and tickets cannot be changed once booked. If an amendment is possible, a fee of A\$75 per person, per instance will be applied plus any charges made by suppliers or service providers. Each time an amendment is made this fee will apply in addition to any changes in pricing by suppliers. If travel documents are already issued and changes are made, an additional fee of \$75 per instance will be made to reissue your travel documents making a total of A\$150 per instance. Amendment fees are applied to cover the time and work involved in reissuing documents and the administration in updating bookings and services with our suppliers. Name changes after flight ticketing will incur hefty airline charges in addition to our fees for service. In some instances tickets need to be cancelled and re-assessed at new fares, even for a simple name change.

Amendment fees, like booking fees are non refundable because they are administration fees for work already done on a file.

## **13. BOOKING INCLUSIONS**

The booking inclusions are outlined within your booking confirmation or invoice. Only the services specified within these documents are to be provided. Please refer to this letter as your contract of sale and your agreement to purchase the package or tour services. The conditions as outlined on the confirmation letter may override the standard terms and conditions within this document. If they are not specified or itemised this standard document applies. Please ensure you save your confirmation letter and refer to this in case of cancellation for any reason.

## **14. PASSPORTS AND VISAS**

All travellers are responsible for ensuring they have the appropriate passport, visas, permits and vaccinations to enter the countries which you will be visiting during your trip. This may also apply for re-entry to your country of residence/origin. Your passport must also be valid for 6 months beyond the duration of the trip. Events Travel cannot be held liable if you are refused entry, deported or are unable to use travel services due to ineligible passports, visas, permits or vaccinations.

For Australian residents, you can use [Smart Traveller](#) as an important resource, as well as [Visa Link](#). For residents of other countries, please refer to your equivalent service.

## **15. TRAVEL INSURANCE**

Travel insurance is highly recommended for all customers, whether it's a domestic or international trip. We strongly suggest that you purchase a travel insurance policy at the time of booking to cover the period from the booking date to the date you return back home. We strongly recommend your

policy covers cancellation, curtailment, personal liability, loss of luggage and personal effects and medical emergencies.

We sell insurance policies and can provide this service for you including up to a 15% discount for some advertised products and events when choosing a policy issued by Events Travel however you can purchase your own travel insurance policy elsewhere. We recommend you purchase a policy before or on the day of making a booking with us. Explore the providers website for more information, then get in touch with a travel consultant to redeem our discount (if eligible) before we issue your policy, or get in touch with a travel consultant for assistance. If you are purchasing insurance separately we recommend you carefully make sure of the cover most suited to you. If you require a statement about cancellation fees, booking fees and amendment fees please refer to these standard terms and conditions as well as those on your confirmation letter.

## **16. TRAVEL ADVICE**

For travel advice on the countries you are visiting, please contact the Department of Foreign Affairs & Trade on 1300 555 135 or you can find out more from the [Smart Traveller](#) website. If you reside in another country use their equivalent service.

## **17. TRAVEL DOCUMENTS**

Your travel documents will contain items and information related to the services booked (e.g. hotel check-in information, event tickets, merchandise, flights tickets etc.)

Travel documents can be provided by any of the following methods.

- Sent by post or courier at least two weeks before the event to your shipping address
- Pick-up from a ticket collection centre
- Pick-up from your hotel on check-in

We reserve the right to alter the travel document delivery procedure at any time. We will ensure that you receive all of the applicable items and information in time for you to use the services booked, including event tickets.

We triple-check the contents of your travel documents and it is your responsibility to ensure the items are kept safe and secure. If items, such as event tickets are lost, replacement fees may apply. For some events, tickets cannot be replaced and may need to be re-purchased at your expense, if available. If upon receiving your travel documents you require further information, please get in touch with our office as soon as possible. We cannot assist during or after an event.

For last minute bookings, a last-minute delivery procedure will be discussed with you on booking. Late booking fees and courier costs may apply.

Your travel documents will contain an emergency phone number should your event tickets get lost or stolen; or you can contact our office during open hours (A.E.S.T).

Travel documents are non-transferrable.

## **18. VACCINATIONS**

Vaccines, related tests and permits, and vaccine passports are the sole responsibility of each individual customer. Events Travel will not offer any refunds or credits if you are denied the right to travel, enter a country or area, enter a stadium or venue or use a particular service booked through Events Travel if you do not have the appropriate vaccine, related test results, permit or vaccine passport as required to utilise the services booked. Events Travel will not be held liable whatsoever for any medical issues or other expenses incurred during your trip relating to vaccines, travel or entry restrictions or any health or medical emergencies that may arise from vaccinations, illness or not meeting the requirements to travel.

Please check with your doctor before travelling if you require any specific vaccinations for the countries you will visit during your trip or if you have any medical requirements to consider. Government web sites will have all vaccine entry requirements listed—make sure you also check and re-check requirements closer to travel, allowing enough time to get or renew any required vaccinations, booster shots, tests, permits, vaccine passports or otherwise. Vaccination information can be found by visiting the [Travelvax](#) website or calling 1300 360 164.

## **19. ACCEPTANCE OF RISK**

You acknowledge that you may be travelling to countries or regions where political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. It is your responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks apparent upon such travel.

## **20. LIMITATION OF LIABILITY**

We contract with a network of suppliers, service providers, event organisations and individuals to assist in the fulfilment of our packages and tours and we act as an agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a package, tour or trip, or any breach of these booking and travelling terms and conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a package, tour or trip; and
- any condition or warranty which would otherwise be implied by law into these booking and travelling terms and conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

## **21. COMPLAINTS**

If you have a complaint when travelling, we recommend contacting the supplier or service provider to resolve the issue, so that they can attempt to rectify the matter on the spot. For example, if you have a complaint about a hotel room, please contact reception or the Duty Manager to resolve that matter in a timely manner. If the service provider does not adequately resolve the issue, we are happy to step in to assist. In this instance, please contact our office as soon as possible. If a complaint is made during your trip, we may be able to help by liaising with the service provider directly at the time. We cannot retroactively fix any issues, so it's important to let us know at the time, so we have a chance to assist you and that the service provider is made aware of your dissatisfaction or complaint.

We will not provide any refund for dissatisfaction, change of mind, inadequate service or issues in relation to the services provided. However, we want to ensure you that have a comfortable and enjoyable experience, so if you are at all dissatisfied during your trip please let us know, as we will endeavour to make things right and will work directly with the service provider to come to a resolution for you if need be.

If satisfaction is not reached through these means at the time, any further complaint should be put in writing to us within 07 days after the service has ended and we will seek a resolution from the service provider. In this instance there are no guarantees or promises, but we will do our best to ensure you are a satisfied and content traveller.

## **22. SEVERABILITY**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then, such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary, to allow all remaining terms and conditions to survive and continue as binding.

## **23. PHOTOS AND MARKETING**

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

Photos used in marketing are a representation of the event, product and services and in no way constitute the exact services you may receive.

**24. PRIVACY POLICY**

Any personal information that we collect about you may be used for any purpose associated with the operation of a package or tour or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the package or tour. We will otherwise treat your details in accordance with our [privacy policy](#).

**25. APPLICABLE LAW**

The laws of Victoria, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Victoria, Australia.

**26. REGISTERED ADDRESS & CONTACT INFORMATION**

Events Travel Head Office

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Merricks North

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See our [accreditation](#).