

To proceed with your reservations, please fill in this form and save then email it back to your travel consultant at res@travelwithadifference.com.au Once received, your reservations will be arranged and an itinerary emailed to you along with further information.

PASSENGER 1 DETAILS

(as appears on passport)

Title: Mr Mrs Ms Miss Mstr Dr Other Surname:

First Name: Middle Name: DOB:

Please check that your passport has at least six months validity from your return date home and several blank pages. (Passport details only required if travelling overseas). A copy of passport maybe required. Domestic travel requires photo ID for each passenger.

Passport Nationality: Expiry: Passport Number:

Address: Town/City

Postcode: State: Mobile:

Phone: Email: Occupation:

Frequent Flyer Membership Number: Airline:

Dietary Requirements:

Do you have any pre-existing medical conditions? Yes No

If yes, please provide details:

Emergency Contact: Relationship:

Email: Phone:

Do you REQUIRE ASSISTANCE WITH TRAVEL INSURANCE? Yes No Where did you hear about TWAD?

Do you YOU HAVE YOUR OWN TRAVEL INSURANCE POLICY? Yes No

Do you want to receive the TWAD email newsletter? Yes No

By ticking this box, you, the passenger confirm that you have read, understood and accept Travel With A Difference's terms and conditions (page 3) of contract accompanying this booking and the terms and conditions of any relevant supplier or travel provider/product regarding your travel and holiday arrangements. If under 18 years of age, the consent of the participating parent/s or legal guardian must be given in writing.

PASSENGER 1 CONFIRMATION

Passenger 2 details on the next page

PASSENGER 2 DETAILS

(as appears on passport)

Title: Mr Mrs Ms Miss Mstr Dr Other

Surname:

First Name:

Middle Name:

DOB:

Please check that your passport has at least six months validity from your return date home and several blank pages. Passport details only required if travelling overseas). A copy of passport maybe required. Domestic travel requires photo ID for each passenger.

Passport Nationality:

Expiry:

Passport Number:

Address:

Town/City

Postcode:

State:

Mobile:

Phone:

Email:

Occupation:

Frequent Flyer Membership Number:

Airline:

Dietary Requirements:

Do you have any pre-existing medical conditions? Yes No

If yes, please provide details:

Emergency Contact:

Relationship:

Email:

Phone:

Do you REQUIRE ASSISTANCE WITH TRAVEL INSURANCE? Yes No

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Do you YOU HAVE YOUR OWN TRAVEL INSURANCE POLICY? Yes No

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PASSENGER 2 CONFIRMATION

Please advise us of your Travel Consultant's name:

Please advise us of your destination/s:

Please read the following terms and conditions carefully. You must not make any booking unless you are 18 years of age or older and understand and agree with the following terms and conditions.

1. BOOKING & CONSULTING SERVICES – Terms & Conditions

a/ Definitions

"we" and "us" means Travel With A Difference and where the context permits, its employees or contract agents.

"Consultant" means an employee or contract agents of Travel With A Difference, with authority to book Products.

"you" means a person who makes a booking for a Product promoted by us on this website, or elsewhere.

"your Consultant" means the particular Consultant or Consultants with whom you conversed the booking of a Product.

"Supplier" means a third party company or person who provides Products, including a wholesaler of such Products.

"Travel Product" means travel and holiday related products and services including accommodation, leisure activities and various forms of transport, including packaged combinations thereof.

"Travel documents" means any document (whether in electronic form or otherwise) used to confirm an arrangement with a Supplier, including (without limitation) airline tickets, hotel vouchers and tour vouchers or itinerary.

"website" means www.travelwithadifference.com.au

b/ Information

We are a Travel Agency. We arrange travel services and sell travel product on behalf of Third Party Travel Providers (Providers/Suppliers) including airlines, tour and cruise operators, car hirers and accommodation providers. We at times charge a service fee for providing this service.

Once we have booked a Travel Product on your behalf, your contract is then with the Provider of those services.

Your rights to amend or cancel your Travel Booking and the cost of doing so will be governed by the Provider's terms and conditions. The Provider's terms and conditions may be non-refundable or may have amendment and cancellation fees. It is important that you understand this when entering into a contract with us. These fees are in addition to amendment and cancellation fees charged by us, outlined in the Schedule of Professional Service Fees.

2. CONSULTATION & RESERVATIONS

a/ Holiday Itinerary

Due to the required time and service of the Consultant to compile your Holiday Itinerary, a consultant non-refundable fee will apply.

The Consultant will discuss your holiday requirements and upon booking with Travel With A Difference the Consultant will continue to work with you regarding your holiday up to and beyond your documents being provided.

If you book with Travel With A Difference the fee becomes part payment towards the holiday cost when all components are booked.

3. SCHEDULE OF PROFESSIONAL SERVICE FEES & PAYMENTS

We may charge a fee for providing the Booking & Consulting Services to you. The fee is non-refundable, even if the Travel Product is not used.

a/ Fees

Holiday Itinerary compile fee is payable to Travel With A Difference after discussion and before the itinerary can be compiled.

Any travel reservation or service provided by us where no commission is paid a service fee will apply.

We may receive commission, fee, rebate or financial incentives from Providers, in respect of your booking. Any commission, fee, rebate or financial incentive received by us from Providers in relation to your booking is non-refundable in the event of cancellation.

b/ Booking Terms

The Travel Products offered are subject to availability and can be withdrawn without notice by the Provider. Travel Products may also change at any time in accordance with the Providers terms and conditions.

When making a booking, you must provide details of each traveller correctly. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's details.

Travel Products obtained through our Booking & Consulting Service are not guaranteed until payment has been made in full and documents have been processed. Schedule times, changes and the like may sometimes arise out of our control.

Most airlines offer only electronic confirmation of your reservation, or 'e-ticketing'. We cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number after making a booking. It is your responsibility to advise us if you have not received your e-ticket confirmation.

When making a booking you must advise us of any medical, dietary or mobility conditions you may have or of changes before travel.

When making a booking you must advise us if you are pregnant or if so before travel.

c/ Payment Terms

All pricing is reflected in Australian Dollars unless otherwise specified.

All pricing is inclusive of goods and service tax (GST), or other such value added taxes where applicable.

Payments processed in foreign currency (currency other than the original card holder's country of issue) may incur a currency conversion fee. Please refer to your financial institution for applicable fees if payment is via credit card.

If Travel Product is purchased via a merchant, you are responsible for pursuing any claims of cancellation, rescheduling, refunds or chargebacks directly with the merchant.

As the merchant we are governed by the terms and conditions of the provider of the merchant facility.

A credit card or debit card merchant surcharge/fee may also be charged by Providers and us. You will be notified of such charges prior to your purchase.

All charges including the credit card fees, may be in another currency (e.g. EUR) which we may provide an estimate for in Australian dollars.

d/ Deposits

A deposit is non-refundable and is required to secure your reservation and must be received within 5 working days of a reservation being made or as stipulated by the travel provider. Deposit amount required varies and details will be provided at time of your holiday costing being advised to you.

Failure to provide Travel With A Difference with the required deposit by the due date will result in cancellation of booked arrangements.

e/ Final Payment

Payment must be received with Travel With A Difference by the due date. Final payment dates will vary and at times full payment maybe required within 24hours or at time of booking.

Any payment made by direct deposit may take up to

three business days to process. If you are paying by this method, you will need to make the payment at least three business days prior to the actual due date. You must notify your consultant of your payment once it has been made.

Any payment made by personal cheque (excluding bank cheques) require five business days to process. If you are paying by this method, you will need to make the payment at least five business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us or to a Supplier, including any liability in respect of cancellation fees, before refunding the balance to you.

f/ Late Booking

Reservations made within 7 days will incur a fee by us and additional fees and charges from Travel Providers and/or Travel Product may apply.

g/ Airfares

Airfare and tax payment for 'instant purchase' airfares must be received by us before a reservation and ticketing is processed. Prices are subject to change; any additional charge additional payment will be required.

Held airline reservations the ticketing deadline is stipulated by the airline and payment must be made before that time.

Reservations will auto cancel if not ticketed by the due date.

Prices are subject to change, due to currency fluctuation or fuel surcharges until your reservation has been ticketed any new charges will be advised to you.

h/ Schedule of Professional Service Fees

Holiday itinerary consultation fee
\$80 per hour
Domestic & Trans-Tasman airfare fee
\$27.50 per person
International ticketing fee (if applicable)
\$27.50 per person
Late booking fee (within 7 days of departure)
\$50 per booking segment
Change / Amendment fee
\$25 per booking segment
Visa coordination fee
\$45 per person
Credit card merchant fees
Visa/Mastercard 1.1% Amex 2%

4. LIABILITY OF AGENCY and LIMITATIONS OF LIABILITY

We are liable to you for providing Booking & Consulting Services in accordance with these terms and conditions.

Our travel Booking & Consulting Services come with guarantees under the Australian Consumer Law which cannot be excluded. These guarantees include that the services:

a/ will be provided with due care and skill

b/ will be reasonably fit for the specified purpose

c/ can reasonably be expected to achieve the desired result; and

d/ will be provided within a reasonable time

If we do not meet any of the expectations set out above, you have rights under Australian Consumer Law.

Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorised access of to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.

Subject to the application of consumer guarantees which may be implied into the supply of Booking & Consulting Services to you, we are otherwise liable to you or anyone else for any loss or damage which is suffered directly or indirectly in connection with the:

a/ the delivery or non-delivery of the Travel Product; or
b/ any act or omission of Providers or other third parties

Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded, we shall not be liable for any inconveniences, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party suppliers, force majeure or any other event which is beyond our control.

Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection law.

5. LIABILITY of the PROVIDER

Once you have acquired Booking & Consulting Services from us, the Provider will provide you with the Travel Product on the terms and conditions agreed between you and the Provider. You should obtain and read the Provider's terms and conditions before acquiring Booking & Advisory Services from us.

The Provider is liable to you for a breach of obligations in providing you with the Travel Product.

As an agent of the Provider, we have no control over or liability for, the services provided by Providers. We cannot guarantee the performance of the Provider and we have no liability in respect of the supply of any Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay additional expenses or inconvenience caused directly or indirectly by any provider of travel services or products by Providers. All bookings with us are subject to the terms and conditions and limitations of liability imposed by the Provider.

6. CHANGE & CANCELLATIONS

a/ No Show

Not arriving for your flight, accommodation or any service or arrangement incurs a 100% cancellation penalty.

b/ Amendments

The travel provider will apply amendment fees once a deposit has been paid or final payment has been made. Additional fees may be applied if documents need to be re-issued.

Travel With A Difference will incur a change fee.

Additional charges may be charged due to the seasonality and availability of the service being amended.

c/ Cancellation

Providers will charge cancellation fees whether before or after departure. Travel With A Difference is no way responsible for any refund applicable to any payment made to a supplier due to cancellation.

We may receive commission, fee, rebate or financial incentives from Providers, in respect of your booking. Any commission, fee, rebate or financial incentive received by us from Providers in relation to your booking is non-refundable in the event of cancellation.

d/ Rescheduling

Please be aware that for all airlines and land operators, rescheduling of confirmed services booked can apply at any time, before and after departure.

The choice to reschedule a service is not that of Travel With A Difference, however before departure we will advise you of any changes made when possible.

After your departure, it is your responsibility to reconfirm with all service providers for any rescheduling. This will apply mainly to all airline flights, rail and bus services and tours.

e/ Force Majeure

We will not be liable for any failure or delay in performing our obligations in booking the Travel Product that is due to events beyond our control.

If a force majeure event occurs that affects your booking, your entitlement to a refund, a credit or re-schedule travel booking will depend on the Provider's terms and conditions.

If your booking is impacted by a force majeure event and you are entitled to a refund or credit from the Provider, we will facilitate this refund or credit.

The Booking & Consulting Service fee, credit card fees or any commissions received are non-refundable in the circumstance that a force majeure event occurs.

7. RELEVANT BEFORE TRAVEL

a/ Special Requirements

You must inform your Consultant regarding any special requirements you may have for your travel arrangements such as special meal, seating requests, room type or disabled access prior to making a booking.

If you do not specifically inform us, we will assume that you do not have any such requirements and the booking will be made on that basis

b/ Frequent Flyer Programs

Frequent flyer membership or loyalty program details can be added to reservations by your consultant at time of booking when you advise the details. We cannot guarantee that the Supplier will credit you with points for your booking.

c/ Travel Insurance

It is highly recommended travel insurance cover be taken out at time of first payment. Travel With A Difference offers optional cover policies for travel within Australia or Overseas.

It is important to purchase the correct travel insurance policy for your requirements so you are adequately covered. Options can be found under Useful Links

d/ Passport

Australian passport holders must have at least six months validity on their passport upon entering a country and several blank pages. Passport must be valid for entry back into Australia.

All documentation must bear the same name as per the traveller's passport.

Any visas required to enter back into Australia is the responsibility of the traveller.

If travelling on a passport other than an Australian, it is the responsibility of the passport holder to ensure they are legally able to enter the applicable country.

Travel With A Difference holds no responsibility.

e/ Visa

Visas are the responsibility of the traveller.

For a fee your Consultant can arrange your visa, but we are not liable for the visa being rejected or not approved or that and passport being lost or damaged.

The cost of the visa and all relevant information as per the application is required by the traveller.

f/ Medical and/or Physical Disabilities

If you have a medical and/or a physical disability, it is your responsibility to check first with your medical practitioner to confirm if it is suitable for you to travel and participate in the service(s) applicable to your holiday/travel arrangements.

We need to be advised of any conditions, so the providers can be advised.

Depending on your medical and/or physical disability the travel provider may require a letter from your medical practitioner clarifying your condition.

It is the travel providers' right to make the decision if they can or cannot accept your participation in the

service(s) provided.

Your Consultant may be able to arrange medical assistance to aid with travelling but Travel With A Difference will not be responsible for any support given by the third-party staff or medical support.

g/ Smartraveller – DFAT

Smartraveller is an Australian government (Department of Foreign Affairs and Trade) where travellers can be informed and be prepared before they travel.

You can view information and register your travel arrangements on Smartraveller via Useful Links.

If DFAT advise 'Do Not Travel' to a country, travel insurance may not be available.

h/ Travel Documents

Travel documents can be collected from your Consultant or other appropriate arrangements can be made.

Travel documents will be available for collection two weeks prior to departure; however, this will depend on your holiday/travel arrangements.

Airline e-tickets or other documents may be able to be emailed to you.

Please discuss with your Consultant to confirm which and when will be applicable for your travel documentation.

You must review your travel documents carefully and advise us immediately of any errors in names, dates or timings.

SUMMARY

To the extent permitted by law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential financial loss including insolvency), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force nature or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Liabilities for acts, omissions or defaults, whether negligent or otherwise, of airlines, car rental operators, ferry companies, hoteliers, tour operators, cruise companies or any other service supplier is beyond the control of Travel With A Difference. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). We disclaim any liability for any consequential loss, including loss of enjoyment or amenity. This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

FEEDBACK / COMPLAINTS please contact

If you have any enquires, feedback or complaints about this policy or our handling of your holiday. Please contact:

P: PO Box 1008, Barwon Heads 3227, Victoria

T: 03-5254 1279

E: res@travelwithadifference.com.au

CHANGES / UPDATES

We may amend this Policy from time to time. If we make a change to the Policy, the revised version will be posted on our website. It is your responsibility, and we encourage you, to check the website from time to time in order to determine whether there have been any changes.

Last updated 18 November 2021