### TERMS & CONDITIONS - JBH Travel Pty Ltd T/As Midland Travel & Cruise, ABN 11604689590

JBH Travel trading as Midland Travel & Cruise registered in the state of Victoria hereinafter "Midland Travel & Cruise", "we", "our" and "us" refers to the above entity.

"You" and "your" refers to yourself and all participants in the travel arrangements.

You contract Midland Travel & Cruise as a consultant to organise travel services (bookings) on your behalf. Midland Travel & Cruise engages third party suppliers (Suppliers), like airlines, cruise lines, hotels, and travel wholesalers etc. Whilst all care is taken to select these suppliers, Midland Travel & Cruise cannot accept any responsibility or liability on behalf of these Suppliers. Midland Travel & Cruise receives commission from such suppliers for some of the products you are buying. Where commission is not paid by suppliers, Midland Travel & Cruise may charge you a booking/service fee to cover consultancy work.

Midland Travel & Cruise will hold your funds in our bank account until dispersed to the suppliers or returned to you. We handle these financial transactions on your behalf.

#### **QUOTATIONS:**

Please ensure you read your quotation thoroughly and understand the terms and conditions of booking through Midland Travel & Cruise. We will always endeavour to provide you with arrangements that best suit your requirements, however, should your quotation have aspects which are not suitable please let us know and we can amend where need be. Prices quoted are accurate at the time of quoting however are subject to availability and change at any time without notice. Please note, when provided with a quotation, it is a quotation only and no booking or reservation has been made.

Quotations are free of charge, and we are happy to supply an initial quotation along with 2 further amendment quotes (3 in total). Further requests for quotes (4 or more) will require a deposit be placed of \$250 per person, which will be deducted from the booking deposit once arrangements have been confirmed.

# **BOOKING YOUR HOLIDAY:**

When making a booking, we will require the following information,

- 1. Full Name (First, Middle & Surname) AS PER PASSPORT of all people travelling.
  - a. We will require passport copies of all people travelling to keep on our records
  - b. For domestic travel names as per photo identification are sufficient.
- 2. Date(s) or Birth
- 3. Home address and contact phone number
- 4. A mobile number you can be contacted on whilst you are away.

Once your arrangements have been confirmed the following payment requirements will apply,

- I. AIRFARES:
- International Airfares:

Airfares and taxes are subject to change at any time without notice. Prices/quotes cannot be guaranteed until airfares have been paid in full and tickets issued. Airfare bookings will always be re-quoted when you are ready to pay in full for your reservation. We cannot hold international seats for an extended period of time. Once seats have been held, we are required to issue tickets shortly afterwards. Please be prepared that in many cases we will require payment in full of your airline tickets within 24-72 hours after making a booking. International tickets on Virgin Australia and Jet Star are instant purchase and therefore we cannot hold seats. Payment in full is required at the time of making a booking. At the time of booking, you will be advised of a date when full payment is due, failure to make payment by this date will result in your reservation being automatically cancelled. If we do need to rebook a reservation, we cannot guarantee the price will be the same as your previous booking.

## Domestic Airfares:

All domestic airfares are instant purchase, which means we require payment in full at the time of booking. Please be aware that domestic airfare quotes are to be used as a guide only and are never guaranteed until booked and paid in full.

### Making changes/cancelling your booking after tickets have been issued:

All changes/cancellations will incur a fee. Fees charged are made up from Airline fees, ticketing office fees and fees charged by Midland Travel & Cruise. Fees will be advised once the ticket rules have been assessed and we can determine all the applicable fees and charges. Some airfares are non-refundable and if cancelled you will incur 100% loss. In the instance of no-show (you do not turn up to your flight) you automatically forfeit your airfare, and no refund will be applicable.

If you are making a change in travel date(s) or destination you may incur additional fare and tax charges on top of any change fees charged by airlines, ticketing offices and Midland Travel & Cruise.

Name changes are not permitted at any time.

## II. ACCOMMODATION/HOLIDAY PACKAGES:

A non-refundable deposit is required to hold in your package. The amount required is determined by the supplier. Each deposit is subject to the Terms and Conditions as well as the cancellation fees of the supplier. A deposit will hold your arrangements however your package is still subject to currency fluctuation and can change at any time without notice. To guarantee the price of your booking we recommend paying in full as soon as possible. We will always endeavour to warn you of possible prices increase and give you the option to pay in full to avoid such increases, however it is not always possible and sometimes prices can increase without warning. Deposits collected for accommodation and tour arrangements does not apply to airfares, and airfare payments will be collected separately. At the time of booking your arrangements you will be advised of a deposit due date, along with a date your final balance is due. Failure to pay your deposit or final balance by the advised due date could result in your travel arrangements being cancelled or an increase in cost. All bedding, room and special request are on request basis only and are never guaranteed.

**City Taxes**: Many International hotels now charge a city tax. City tax is separate from your accommodation cost and is collected directly by the hotel upon check in/check out. Rates vary between hotels and are charged on a per night basis.

## Cancelling your booking after deposit has been paid, but before balance has been paid:

Deposits are non-refundable. You forfeit any money paid when you made your initial deposit payment. Each deposit is subject to the Terms and Conditions as well as the cancellation fees of the supplier

## Changing/Cancelling your booking after final balance has been paid:

All changes/cancellations will incur a fee. Fees will be advised once your package has been assessed and we can determine all the applicable fees and charges. Cancellations and changes are subject to supplier fees, hotel and tour operator fees and fees charged by Midland Travel & Cruise fees. In instances where products were "instant purchase" at the time of booking no refund will be applicable and you incur 100% loss.

#### **PAYMENTS:**

We accept payments by;

- Cash or Cheque\*
- Credit Card payments by Credit Card will incur a 2% surcharge. Eftpos/visa debit incur a 1% surcharge
- **Direct Deposit** (a receipt is required).

For instant purchase airfares payments can only be made by cash or credit card.

### Our bank account details for direct deposit are:

Bank Bendigo Bank
BSB 633 - 000
Account Number 15 427 6174
Account Name JBH Travel Pty Ltd

#### COVID-19:

Covid-19 has brought many undertenancies to travel, especially with snap lockdowns and border closures. When booking your holiday during this uncertain time you may find the necessity to postpone your travel arrangements. We will do everything possible to help in re-arranging your holiday plans however we cannot guarantee prices and availability will be the same as your current booking. Midland Travel & Cruise cannot be held responsibility or liable for any price increases should you need to change your dates or holiday plans. Change fees and cancellations fees on flights and accommodation/tour arrangements are subject to the Terms and Condition of the suppliers.

If you choose to cancel your holiday plans rather than postpone to another time you will be subject to cancellation fees charged by suppliers and Midland Travel & Cruise. The cancellation fees charged by Midland Travel & Cruise will consist of the commission earnt on the original booking. Commission earnt by Midland Travel & Cruise is non-refundable on cancelled bookings where you have requested a full refund.

Midland Travel & Cruise cannot be held responsible or liable for you not meeting the necessary and mandatory entry requirements.

### **TRAVEL INSURANCE:**

Travel Insurance is not included in quoted travel packages unless otherwise stated. We highly recommend Travel Insurance for your holiday and would be more than happy to supply you with a quotation if required. The age of all people travelling is required to provide an accurate quotation. Pre-existing medical conditions which do not fall under "Automatically Covered" may require a Medical Declaration form to be submitted and a higher premium may be applicable. We cannot give personal advice on insurance or advise which insurance product is best for your needs. We recommend reading the Product Disclosure Statement to determine which cover is right for you.

### **PASSPORTS:**

A valid passport is required when travelling internationally. All Australian Passports must have a minimum of 6 months' validity remaining, taken from the date you land back into Australia. If you have less than 6months left on your passport from the date you land back into Australia, you are required to obtain a new passport before departing.

# **VISA'S & ENTRY REQUIREMENTS INTO INTERNATIONAL COUNTRIES:**

Many countries still require a valid Entry Visa or Electronic Travel Authority (ETA) to enter their country. It is your responsibility to have the appropriate documents for your journey.

It is also your responsibility to check if any mandatory vaccinations are required to enter the countries you are visiting. Such vaccinations may also be required when returning to Australia. We cannot offer you advice as to what medication/vaccinations may be required. We recommend you speak with your doctor or a local travel clinic. Midland Travel & Cruise cannot be held responsible or liable for you not meeting the necessary and mandatory entry requirements.

# **TRAVEL ADVICE:**

Information on Visa Requirements

Vaccination Information

For general travel advice as well as specific advice (including travel safety alert levels) relating to your destination you may wish to visit the Department of Foreign Affairs & Trade. You can also visit the following websites for general information and advice:

Department of Foreign Affairs <u>www.dfat.gov.au</u>

www.smarttraveller.gov.au www.visalink.com.au www.travelvaccines.com.au

36 High Street, Kyneton. Vic. 3444 p: +61 3 5421 3000 e: info@midlandtc.com.au w: www.midlandtravelcruise.com

<sup>\*</sup>If paying by Cheque you are required to make payment at least 5 days prior to your due date to ensure the cheque clears into our bank account in time. We take no responsibility for cheques not clearing in time and you missing your payment due date.