

## TERMS AND CONDITIONS

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. Bonaventure Travel is owned by Isabelle Man Ping Chu and Jessica Yu Khoon Whitaker and registered in Australia. References to "us", "we", "our" and/or "Bonaventure Travel" in these booking terms and conditions shall mean and include Isabelle Man Ping Chu and Jessica Yu Khoon Whitaker trading as Bonaventure Travel.

Bonaventure Travel (ABN 25 721 971 486) is a licensed travel agent and a fully accredited member of The International Air Transport Association (IATA), The Australian Federation of Travel Agents Limited (AFTA) and The AFTA Travel Accreditation Scheme (ATAS).

These Booking Conditions apply to the person making the booking and all other persons on whose behalf the booking is made.

Please read these Booking Conditions carefully. They apply to all bookings made through Bonaventure Travel ("Bonaventure"), who are acting as agents on behalf of all of the suppliers (including but not limited to airlines, tour and cruise operators, car hirers and accommodation providers) in your booking.

You are contracting with the suppliers, whose terms and conditions apply to your booking. Copies of those terms and conditions are available upon request.

These booking conditions govern your relationship with Bonaventure Travel.

The person making the booking must be at least 18 years of age and must be authorised to make the booking on behalf of the members of the party. The person making the booking must also provide a copy of these booking conditions to the other members of the party.

**The Contract** – After we have received your deposit or full payment (if applicable) and we have issued a confirmation invoice, a contract will exist between you and each of the suppliers, effective from the date printed on your invoice. The terms and conditions of each supplier you have booked with will apply to your booking. Once the contract(s) is made, the airlines, accommodation provider and any other supplier is responsible for providing you with what you have booked.

**Agency** – Bonaventure Travel acts as a travel agent. We arrange travel services and sell travel related products on behalf of suppliers such as airlines, tour and cruise operators, car hirers and accommodation providers. In doing so Bonaventure Travel gives no warranty nor makes any representation regarding the services to be supplied or the products purchased by you. Your booking will be subject to the terms and conditions applied by the provider of the service or products. You agree that if the travel services or products are not supplied in accordance with your booking your remedy lies with the service provider and not Bonaventure Travel.

**Prices** – Every effort is made to ensure that the prices quoted to you are correct; however Bonaventure Travel acts only as an agent and relies on information provided to us from the suppliers of the travel services and products. We will bring to your attention any change in price made prior to you completing your booking and paying the balance of the price. Please note some tour operators and travel service providers reserve the right to increase the price of your travel arrangements due to increases in airfares, hotel accommodation charges and currency fluctuations.

**Airfare Conditions** – Many airfares are subject to strict conditions regarding amendments, cancellations and refunds. In addition airlines impose taxes fees and charges. It is your responsibility to ensure the type of airfare you purchase is suitable for your needs.

**Airline Taxes and Fuel Surcharges** – All airfares are subject to taxes and charges levied by both government and the airlines themselves; in addition global fuel costs are constantly increasing. Airlines pass on the increase in taxes and fuel surcharges without notice and whilst we will endeavour to advise you of these charges in advance that may not always prove possible. Bonaventure Travel reserves the right to pass on fuel and tax increases, levied by airlines, without notice.

**Airline E-tickets** – International and domestic airlines are replacing paper tickets with electronic tickets called e tickets. All passengers travelling on an e ticket will be required to produce photo identification at check in.

**Airline Schedules** – The airline on which you are booked may change its departure time. It is your responsibility to contact the airline to check there has been no change to the time of departure.

**Alterations made by you** – If you want to change any part of your booking, we will do all we can to help. However, the suppliers are under no obligation to make any change, although with reasonable notice (usually more than four weeks), changes may be possible. If a supplier is able to make a change, Bonaventure Travel will charge an administration fee per booking as set out in the attached schedule of fees.

**Cancellation Fees** – If you cancel your booking you may incur a cancellation charge. The amount of this charge will vary depending on when the cancellation is made and the terms and conditions of the supplier of travel services or product. If you are entitled to a refund please note Bonaventure Travel is unable to provide you with funds until they are received from the supplier. Bonaventure Travel will charge a cancellation fee per booking as set out in the attached schedule of fees.

**Liability** – As Bonaventure Travel is only acting as an agent we have no liability in respect of the supply of any element of your booking, including any liability for illness, personal injury, death or loss of any kind, delay and inconvenience caused directly or indirectly by any provider of travel services or products or by other third parties unless caused by our negligence. Any claim for damages for injury, illness, loss or death must be brought against the relevant supplier of the travel services or products.

**Force Majeure** – Bonaventure Travel shall not be liable for any loss or damage incurred by you as a consequence of Bonaventure Travel or any of the suppliers being unable to perform its obligations under your contract(s) due to the unusual or unforeseeable circumstances (a “force majeure event”) beyond the control of the party affected by the force majeure event.

**Travel Insurance** – Bonaventure Travel strongly recommends that you take out comprehensive travel insurance at the time of paying a deposit. The policy should provide cover for loss of deposit, cancellation and additional expenses, medical expenses and repatriation and loss or damage to baggage and valuables. You are responsible for making any special or increased insurance arrangements which you deem are necessary.

**Service Fees** – Bonaventure Travel may at its discretion charge service fees on your booking. Our service charges are set out in the attached schedule of fees.

**Payment by Credit Card or Debit Card** – Credit card surcharges of 1.35% for Visa and Mastercard, 2.20% for American Express will apply when paying by credit card. Debit card surcharges of 0.60% for Visa and for MasterCard applies. You authorise us to charge all fees incurred by you in relation to the services provided to the credit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand. You indemnify us against any loss that may be experienced by us due to any fraudulent use or otherwise of that credit card. In the event you pay by credit card but the services are not provided by a third party provider of travel services or products you agree that you will not take steps to charge back your payment to Bonaventure Travel.

**Payments by B-Pay** – Please note that BPAY takes up to 3 business days to process. If you are paying by this method you will need to make the payment at least 3 business days prior to the actual due date. You must notify your consultant of your payment once it has been made.

**Payments by Cheque** – Please note that cheque payments (including bank cheques) require 5 business days to process. If you are paying by this method you will need to make the payment at least 5 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, including any liability in respect of cancellation fees, before refunding the balance to you.

**Special Requirements** – Please liaise with your consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests.

**Frequent Flyer** – If you are a member of an airline’s frequent flyer scheme, please ensure that you inform Bonaventure Travel of your membership number prior to your departure. We also recommend that you also retain all copies of airline tickets and boarding passes as proof of travel. These may be required by the airline should you not automatically receive points. Please be aware some fares do not accrue points, please check with your consultant at the time of booking.

**Travel Advice** – For travel advice please contact the Department of Foreign Affairs and Trade or visit their website at [www.smartraveller.gov.au](http://www.smartraveller.gov.au).

**Health** – You must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. Please check with your local doctor or specialist vaccination clinic.

**Passports & Visas** - It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. If you need information regarding visa and other travel document requirements for your trip please let us know. We can obtain such information from an external visa advisory service provider on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it. If you wish, we can obtain visas for you through this external service and fees will apply.

If you are travelling to the United States please see <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for their visa waiver program ("ESTA"). Australian passport holders will not be able to enter the United States without a valid ESTA (or visa). Please note, you may not meet the eligibility requirements of ESTA and may be required to obtain a visa.

If you are travelling to Canada please see <http://www.cic.gc.ca/english/visit/eta.asp> for important information regarding compulsory electronic travel authorization for visa-exempt foreign nationals ("ETA"). Australian passport holders will not be able to enter Canada without a valid ETA (or visa) from 15 March 2016. Please note, you may not meet the eligibility requirements of ETA and may be required to obtain a visa or permit.

**Travel Documents** – Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings on your documentation will be your responsibility if not advised at the time of booking. It is your responsibility to collect all travel documents from us prior to travel. As a general rule your travel documents will be available for collection 2 weeks prior to departure, however this will depend on your individual arrangements. Please contact your consultant to confirm when your travel documents are ready for collection.

**Complaints** – We hope you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier, or contact Bonaventure Travel. We shall attempt to resolve the matter immediately but if you remain dissatisfied you must write to us within 28 days from the end of your trip or holiday. Failure to complain at your destination may mean we will be unable to resolve the dispute after you return home.

**Data Protection** – In order to process your booking we need to pass your details to the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing purposes and, if you do wish to receive any further information, please inform Bonaventure Travel.

**Privacy Policy** – We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available in store or online at [https://bonaventure.com.au/Bonaventure\\_Privacy\\_Policy.pdf](https://bonaventure.com.au/Bonaventure_Privacy_Policy.pdf). By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include but are not limited to the overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our service providers who perform services for us within and outside of Australia. Generally, we will only disclose your personal information to these persons in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including all overseas recipients), you agree that we will not be required to ensure that person's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes transferring, sharing, sending, or otherwise making available or accessible to another person or entity.

**General** – Bonaventure Travel reserves the right to alter these terms and conditions at any time.

**Choice of Law** – You agree with Bonaventure Travel that in so far as any contractual relationship is created between you and Bonaventure Travel by you making a booking through Bonaventure Travel then that contract is subject to the laws of Western Australia.



**Jurisdiction** – You agree to submit to the jurisdiction of the courts of Western Australia for the determination of any dispute and the making of any claim against Bonaventure Travel and acknowledge and agree that a court having jurisdiction in respect of the dispute or claim is the appropriate court.

Nothing in these terms and conditions shall be read as excluding, restricting or modifying rights under the Trade Practices Act and other legislation given to consumers in relation to the supply of goods and services.

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