



BOOKING & ADVISORY SERVICES

Terms and Conditions

2020-21

SUMMARY

1. References to "us", "we" and/or "our" in these Booking & Advisory Services Terms and Conditions means Travel & Sports Australia (TASA) trading as Travel & Sports Australia Pty Ltd.
2. We are a travel agent. We arrange travel services and sell a Travel Product on behalf of Third-Party Travel Providers (Providers) including airlines, tour and cruise operators, car hirers and accommodation providers. We charge a service fee for providing this service.
3. Once we have booked a Travel Product on your behalf, your contract is then with the Provider of those services.
4. 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.

AGENCY

5. We provide you with Booking & Advisory Services that allow you to acquire Travel Products from a Provider. We act as agent for the Provider.
6. By acquiring Booking & Advisory Services from us, you agree that you have read and understood our terms and conditions and the terms and conditions of the Providers.

FEES AND COMMISSIONS

7. We charge a fee for providing the Booking & Advisory Services to you. The fee is non-refundable, even if the Travel Product is not used.
8. All fees are outlined in the Schedule of Professional Service Fees.
9. We may receive a commission, fee, rebate, gift, or financial incentives from Providers, in respect of your booking. Any commission, gift, fee, rebate and/or financial incentive received by us from Providers in relation to your booking is non-refundable in the event of cancellation.

LIABILITY OF AGENCY AND LIMITATIONS OF LIABILITY

10. We are liable to you for providing Booking & Advisory Services in accordance with these terms and conditions.
11. Our travel Booking & Advisory 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.
12. If we do not meet any of the expectations set out in paragraph 10, you have rights under the Australian Consumer Law.
13. Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorised access 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.

14. Subject to the application of consumer guarantees which may be implied into the supply of Booking & Advisory Services to you, we are not 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.
15. Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded, we shall not be liable for any inconvenience, 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.
16. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection law.

LIABILITY OF THE PROVIDER

17. Once you have acquired Booking & Advisory 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.
18. The Provider is liable to you for a breach of obligations in providing you with the Travel Product.
19. 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 expense 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.

BOOKING TERMS

20. 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.
21. 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. It is your responsibility to ensure that all details of the booking are correct before proceeding.
22. Verbal quotes are only and an estimate of the package price and may differ at the time of booking confirmation.
23. Travel Products obtained through the Booking & Advisory Services are not guaranteed until payment has been made in full and documents have been processed.
24. It is your responsibility to contact the Provider prior to departure to ensure there is no change to the scheduled departure time.
25. 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.

26. Most event tickets may not, without written authorisation of the event promoter, be resold, or offered for resale at a premium or used for advertising, promotion, or other commercial purposes. If the ticket is sold in breach of the event promoter's conditions, the ticket will be void and will not entitle the holder to admission to the event
27. Event tickets cannot be refunded or exchanged under any circumstances after purchase.
28. When making a booking you must advise your consultant of any medical, dietary or mobility conditions you may have.
29. When making a booking you must advise us if you are pregnant.

PAYMENT TERMS

30. All pricing is reflected in Australian Dollars unless otherwise specified.
31. All pricing is inclusive of goods and services tax (GST), or other such value added taxes where applicable.
32. 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.
33. We sell Travel Products in two different ways:
 - a. as merchant, where we take payment directly from you at the time of booking confirmation; or
 - b. as retail, where your Travel Product will either be paid to the Provider directly at the time of booking or payable to the Provider on the date of travel.
34. Travel Products purchased in accordance with the 'retail' method, will not be bound by these terms and conditions and you are responsible for pursuing any claims of cancellation, re-scheduling, refunds, or chargebacks directly with the merchant.
35. As the merchant we are governed by the terms and conditions of the provider of the merchant facility.
36. A credit card or debit card fee may also be charged by certain Providers and low-cost carriers. You will be notified of such charges prior to your purchase
37. All charges, including the credit card fees, may be in another currency (e.g. EUR), which we will provide an estimate for in Australian dollars.
38. Prices are valid at time of quoting / booking are subject to change without prior notice until final payment is received.
39. If payments are not received by the due date, your booking/s will be cancelled, and your deposit/payments will not be refunded

REFUNDS AND CREDITS

40. If you cancel your Travel Product, your right to a refund or credit is subject to the terms and conditions of the Provider.
41. If the Provider is required to provide you with a refund or credit for the Travel Product, we will liaise with the Provider to arrange that refund. Where you are entitled to a refund, we are unable to provide you with this refund until we receive it from the Provider. Please note that most Providers take 60 – 90 days to process any refund.
42. Any refund or credit will be subject to these terms and conditions and will not include the Booking & Service Advisory fee, credit card fees or any commissions received. You may also be charged a cancellation fee by the Provider.
43. Where refunds for unused services are allowed, a service fee may be charged by the Provider against the value of the refund.

NO SHOW

44. If you have a booking for a Travel Product (including flights and accommodation) but you do not show up to check-in or otherwise do not avail yourself of such Travel Product, you will not be entitled to any refund from us.

CANCELLATION AND AMENDMENTS

45. If you amend or cancel your Travel Product, we reserve the right to charge the cancellation and amendment fees as per the Schedule of Professional Service Fees.
46. All cancellations must be made in writing and will not be effective until Travel & Sports Australia (TASA) receive this written notification. You will receive a cancellation invoice /letter from us acknowledging your receipt of cancellation.
47. The Provider may charge cancellation and amendment fees in accordance with the terms and conditions agreed between you and the Provider. These will be in addition to the fees charged by us. We are not liable for any cancellation fees or refusals to refund made by the Provider.
48. Many Providers treat name changes and route and/or itinerary alterations as a full cancellation and these can incur full cancellation charges.
49. We will not charge a cancellation or amendment fee if you cancel or amend your booking due to a breach by us of our obligations to you or due to our fault.
50. In the event of cancellation or postponement of an event (by the event promoter) of a certain event due to unforeseen circumstances, Travel & Sports Australia will not be responsible for the cancellation of the event, nor can Travel & Sports Australia guarantee a full refund. Travel insurance is recommended to cover for such loss.
51. TASA or its third party reserves the right at any time to refuse to carry or accommodate any client which it reasonably considers, in the best interests of all participants in the tour to be unsuitable by reason of physical or mental condition or unruly behaviour.
52. TASA reserve the right to cancel tours at any time prior to departure date in which case any deposit of other payments made on account of the tour shall be refunded to the client subject to TASA receiving refunds from third party providers i.e. accommodation, meals, tickets.

CANCELLATIONS AND AMENDMENTS FOR ONLINE LOW-COST CARRIER BOOKINGS ONLY

53. If your flight booking is with a Low-Cost Carrier, you can only cancel or change your booking by contacting the Provider directly.
54. Cancellations and amendments for hotel bookings only
55. Please review the cancellation policy for your hotel booking for any penalties that may apply.

FORCE MAJEURE

56. 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.
57. If a force majeure event occurs that affects your booking, your entitlement to a refund, a credit or re-scheduled travel booking will depend on the Provider's terms and conditions.
58. 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.
59. The Booking & Service Advisory fee, credit card fees or any commissions received are non-refundable in the circumstance that a force majeure event occurs.

LOW-COST FLIGHTS

60. If you book a low-cost flight with us, we will make the booking on your behalf and your contract for your low-cost flight will also be subject to the airline's booking terms and conditions.
61. It is your responsibility to ensure that all details of the booking are correct before proceeding. For any changes or cancellations, please contact the airline directly, quoting your reference.

ADDITIONAL AIRLINE CHARGES

62. Some Providers may also charge additional fees. Please check with the Provider for their full terms and conditions.

HOTEL/ACCOMMODATION BOOKINGS

63. Some Providers will require an additional charge to be paid locally (e.g. a resort fee) at the time of check in or check out. This amount is in addition to the amount shown during the booking process under the 'total booking cost' amount.
64. There may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking (e.g. local taxes, sales tax etc.). Any local taxes will be payable by you directly to the Provider at the time of check in/check out.

CHANGES IN PRICE AND ITINERARIES

65. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.
66. If a Provider changes any part of your booking for reasons beyond its control, we will use our reasonable endeavours to notify you. If any such changes result in your Travel Product costing more or otherwise being materially different, then you may cancel the Travel Product. Any refund would be subject to the Travel Provider terms and conditions.
67. These terms and conditions are subject to variation at any time. Any variation will be displayed here, and you will be deemed to have accepted a variation if you have made a booking after it has been displayed.

YOUR OBLIGATIONS AND WARRANTIES

68. You warrant to us that:
 - a. you are at least 18 years old and have the power, capacity, and authority to enter into a binding contract with us and with the Providers of the Travel Products that you acquire;
 - b. you have read and understood these terms and conditions and if booking on behalf of third parties, you have conveyed these terms and conditions to them;
 - c. the information you provide us about yourself is true, accurate, current, and complete (apart from any optional items) as required by any registration process;
 - d. you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover; and
 - e. you will use the Booking & Advisory Services in accordance with these terms and conditions and you will not use the Booking & Advisory Services in any way to breach any laws or defame anyone.

JURISDICTION AND LAW

69. All matters arising out of or in connection with the Booking & Advisory Services and these terms and conditions are governed by the laws of Western Australia, Australia. By acquiring the Booking & Advisory Services, you consent and submit to the exclusive jurisdiction of the laws of Western Australia, Australia.

DEFINITIONS

"We" and "us" means Travel & Sports Australia / TASA trading as Travel & Sports Australia Pty Ltd.

"You" or "your" means any user of our Website or any person who acquires the Booking & Advisory Services, including any person who acquires a Travel Product (whether or not the Booking & Advisory Services were acquired by another person).

"Booking & Advisory Services" means services provided by us to you in assisting you to acquire a Travel Product from a Provider and includes advisory and consulting services.

"Force Majeure" means, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, adverse weather conditions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion and generalised lack of availability of raw materials or energy.

"Travel Provider" or "Provider" or "Providers" means the company or person who provides you with the Travel Product on terms and conditions agreed with you.

"Travel Product" means the service or product provided by a Provider, for example, an airline or a hotel.

"Website" means our website <https://www.travelandsports.com.au/>

SCHEDULE OF PROFESSIONAL SERVICE FEES

TASA Service Fees	Domestic/Trans-Tasman airfare per person	\$66.00
	International airfare per person	\$110.00
	Domestic/Trans-Tasman business class airfare per person	\$165.00
	International business class airfare per person	\$250.00
	Domestic/Trans-Tasman package, tour, or cruise per booking	\$165.00
	International package, tour, or cruise per booking	\$250.00
	Individual Coach/Rail/Accommodation/Car Hire bookings per person	\$66.00
	Other Services per person	\$66.00
	Domestic Frequent Flyer redemption per booking	\$66.00
	International Frequent Flyer redemption per booking	\$110.00
	Visa Processing fee per consulate	\$77.00
	Itinerary planning/consultation fee per booking. First hour or part thereof	\$77.00
	Further consultation & written itinerary preparation (credited towards reservation once booked)	\$165.00
	Travel Insurance Claim per policy	\$110.00
Name Change Fee (if change is permitted)	\$66.00	
Reservation Deposit	For all bookings, a payment of a deposit of \$200.00 per person is required at time of booking. This deposit is non-refundable. This fee is in addition to Travel Provider deposits. The balance of your booking is due by the due date outlined on your statement of account.	
Amendment Fees	Changes to Domestic/Trans-Tasman airfare only or accommodation only bookings will incur a fee of \$66.00 per passenger per booking in addition to Provider and credit card fees.	
	Changes to Domestic/Trans-Tasman package, (combination of any of the following – flight, tour, cruise, accommodation, rail) bookings will incur a fee of \$110.00 per passenger per booking in addition to Provider and credit card fees.	
	Changes to all International bookings /packages (excluding Trans-Tasman airfare bookings), will incur a fee of \$110.00 per passenger per booking in addition to Provider and credit card fees.	
TASA Cancellation Fees	Cancellations to Domestic/Trans-Tasman bookings will incur a fee of \$66.00 per booking in addition to Provider and credit card fees.	
	Cancellations to Domestic/Trans-Tasman package (combination of any of the following – flight, tour, cruise, accommodation or rail) bookings will incur a fee of \$165.00 per passenger per booking in addition to Provider and credit card fees.	
	Cancellations to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$165.00 per booking in addition to Providers and credit card fees.	

Credit Card Fees	The Credit card fee will depend on the product purchased and if TASA or the Travel Provider are the merchant. Should the Provider be the merchant of the transaction, you will be subject to their fees / charges for credit card. Should TASA be the merchant, our credit card fees are listed below. TASA will advise clients of the fees applicable at time of payment to allow clients to decide whether to use a credit card or not.
TASA Credit Card Fees	Visa /Mastercard - an additional 1.65% applies
	American Express - an additional 1.65% applies
Debit Card Fees	Visa & Mastercard (fee free)

- All fees include GST where applicable
- All TASA service fees, amendment fees and credit card fees are Non-Refundable in the event of Cancellation
- All fees are in addition to fees charged by the Provider

PRIVACY NOTICE

Travel & Sports Australia (TASA) and its associated entities collect your personal information to enable us to respond to your queries and provide you with the Booking & Advisory Services, including assisting in arrangements with Providers (such as hotels and flights).

We will also use your personal information to personalise the service we provide you, including your experience on our, and other, websites, and to provide you with information about our, and our partners', business, products, and services. Your personal information may be shared between entities within Travel & Sports Australia and disclosed to suppliers, Providers, our cloud infrastructure, our contractors and to others where authorised or required by law. Some of these entities may be located overseas, including in the countries noted in our privacy policy.

For further information about how we handle your personal information, including how you can request to access and correct your personal information or complain about a breach of your privacy, please see our privacy policy at www.travelandsports.com.au/wp-content/uploads/2020/10/2020-website-policy.pdf

By signing up for our newsletter, alerts, offers or updates, you confirm you have read and understood our privacy notice for this service, and you consent to Travel & Sports Australia Pty Ltd sending you marketing material, including via electronic messages relating to our and our partners' products and services that may be of interest to you.

I consent to Travel & Sports Australia and its associated entities sending me marketing material, including via electronic messages, relating to their and their partners' products and services that may be of interest to me, and Travel & Sports Australia disclosing my personal information to their suppliers and associated business partners for this purpose.

I acknowledge that I understand and agree with the above terms and conditions.

Client Signature:

Client Name:

Date:

ANNEXURE – TRAVEL TIPS FOR TRAVEL PRODUCTS

These tips set out below are NOT legally binding terms and conditions.

PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to ensure that you have the required documents, including visas and passports, before travelling to a destination. For more information, please log on to www.dfat.gov.au and www.smarttraveller.gov.au. Please check with the respective Embassy or Consulate of each country that you are travelling to, as many destinations require visas for both Australians and non-Australian passport holders. For more information, log on to www.visalink.com.au. You need to ensure that you have at least 6 months validity on your passport from the date of your departure return. When assisting clients with international booking requests, we will assume that the traveller possesses a valid Australian passport, it is up to the traveller to advise us if this is not the case.

It is your responsibility to ensure that you and your travelling party have a machine-readable passport, and appropriate visas and documents as mentioned above, in relation to the passport they hold for the entire duration of their trip and that requirements of immigration and other government authorities are met. Any fines, penalties or expenses that are derived from not meeting these requirements will be your responsibility (except to the extent caused by error/fault on our behalf). We are happy to offer guidance for this upon request, service fees will apply.

E-tickets require all guests to present photographic identification at check-in. If travelling internationally, passengers must travel with their passport, appropriate visas and valid permits if required.

Check in requirements are different for each carrier and change frequently. Please ensure you have checked these requirements for your travel arrangements. The airline/ship has the right to refuse boarding to passengers who do not check-in within the required check-in period. We do not hold any liability for failure to board your aircraft/vessel as per the recommended times.

For International travellers booked on flights to the USA, including Hawaii, it is now mandatory, under the Visa Waiver Program to receive an electronic authorisation known as ESTA (Electronic System for Travel Authorisation) no less than 72 hours before travel to the USA. This can be obtained from the following website: <https://esta.cbp.dhs.gov/esta/>

For international travellers booked on flights to Canada, you either need a visitor visa or an Electronic Travel Authorization (eTA) to fly to, or transit through, a Canadian airport. An eTA can be obtained from the following website: <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html>

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. You need to contact your local doctor who will advise you of these requirements. Please note that vaccinations may be recommended before your travel departure date.

TRAVEL ADVICE

We recommend that you contact the Department of Foreign Affairs and Trade (DFAT) or visit their website at www.dfat.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit.

Please note that some countries require you to be in possession of a current International Drives Licence. Please see below the link to the International Drives Licence application information.

<https://rac.com.au/travel-touring/international-driving-permit>

For passengers travelling with prescribed medicines, it is recommended the client obtains a letter from their Doctor stating the dosage and instructions for these medicines. It is your responsibility to ensure you are aware of any health requirements including required vaccinations and necessary documents, pertaining to countries being visited

You must report any disability requiring special attention while on tour or on cruise to TASA at the time the reservation is made. TASA will make reasonable attempts to accommodate the special needs of disabled travellers. TASA are not responsible in the event it is unable to do so nor responsible for any denial of the services by air carriers, hotels, restaurants, or other independent suppliers / services. TASA cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motorcoaches, cruise ships and other vehicles, or other personal needs. Travel and Sports Australia strongly recommends a qualified and physically able companion accompany travellers who need such assistance.

We reserve the right to substitute itineraries, hotels, airlines, or vessels due to conditions beyond our control. In such cases we will do everything possible to ensure the locations visited, excursions taken, and the hotels offered are similar to the ones originally planned. Any change to itineraries will not result in eligibility for a refund

TICKETING

For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. All other travel documentation, such as hotel booking confirmations, will be emailed to the email address you provided as an e-document. Should the Provider issue paper vouchers, these will be posted to the address you provided.

BAGGAGE ALLOWANCE

Baggage allowance varies from airline to airline and in many cases the airfare you have paid may not include the cost to cover checked baggage. Please check with your Travel Advisor and/or the airline providing your flights for the allowances.

FREQUENT FLYERS & SPECIAL REQUESTS

For more information on whether your airfare is eligible for Frequent Flyer rewards, please contact the airline directly. When booking online, please ensure that you have entered your correct number. For bookings made by telephone via our Customer Service Team, please advise of your Frequent Flyer details and these will be added to your reservation. We do not take any responsibility should an airline not register your trip. You should retain copies of your air ticket and boarding pass. Special requests will be passed on to the Provider but cannot be guaranteed.

TRAVEL ADVICE - COVID -19 (Coronavirus)

With the ever-changing landscape of the Coronavirus pandemic still having a large effect on travel. It is important to remain up to date with the latest information.

COVID -19 information can be found on the [Australian Government of Health](#) website while up-to-date travel advice can be found on the [Smart Traveller](#) & [Health Direct](#) website.

Domestic Travel (Within Australia) -

It is important to keep up to date with the details of your state of departure, transit, and arrival to ensure that you meet all requirements for travel. This information can change daily, so it is extremely important that you keep up to date on changes and amendments to these requirements and restrictions

[New South Wales](#)

[Victoria](#)

[South Australia](#)

[Tasmania](#)

[Western Australia](#)

[Northern Territory](#)

[Australian Capital Territory](#)

[Queensland](#)

In addition to the destination requirements, you should familiarise yourself with airline requirements and passenger safety. At this current time, you are required to wear a mask on **ALL** domestic flights within Australia. Your face mask needs to cover your mouth and nose and must be worn unless you are under 12 years of age or have a medical condition. When travelling within Australia, you need to wear your mask as soon as you enter the airport and inflight. Make sure you are aware of any government requirements that apply at your destination in relation to face masks, COVID-19 testing and safety requirements.

This information is subject to change at any time and without notice. It is recommended that you continue to keep updated with all relative information for your home state, transit state and arrival state and airline policies from time of booking until you return home.

TASA will continue to do everything in their power to assist clients with their travel requirements in a safe and sensible manner, however it is up to the traveller to also monitor the ever changing and evolving requirements and restrictions for travel. Any cancellation fees or change fees that happen due to COVID will be at the expense of the traveller.

You acknowledge that the decision to travel is based on your own personal consideration of this information. By continuing your registration, you acknowledge that it is your responsibility to keep informed with all relevant information in relation to your travel as well as the applicable health risks. You agree and accept responsibility for the risks associated at this time and to the fullest extent permitted by law TASA accepts no liability in relation to these additional risks.

Phone +61(8) 9381 9555

Email info@tasa.com.au

Address 1/544 Beaufort Street, Mount Lawley WA 6050 Australia

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