



BOOKING & ADVISORY SERVICES

Terms & Conditions

2023 Toyota AFL Premiership Season

West Coast Eagles / TASA Charter Program

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 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 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. 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.

PAYMENT TERMS

29. All pricing is reflected in Australian Dollars unless otherwise specified.
30. All pricing is inclusive of goods and services tax (GST), or other such value added taxes where applicable.
31. 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.
32. We sell Travel Products in two different ways:
- as merchant, where we take payment directly from you at the time of booking confirmation; or
 - 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.
33. 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.
34. As the merchant we are governed by the terms and conditions of the provider of the merchant facility.
35. 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.
36. 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.
37. Prices are valid at time of quoting / booking are subject to change without prior notice until final payment is received.
38. If payments are not received by the due date, your booking/s will be cancelled, and your deposit/payments will not be refunded.
39. Full payment is required at time of booking.

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.\

COVID-19 (Coronavirus)

53. You are choosing to travel at a time where you may be exposed to the Coronavirus. It is your responsibility to ensure you have read and understand all relevant travel information including health.
54. We endeavour to provide the most accurate and up to date travel information at time of booking on travel restrictions and transit points for countries and areas you may be travelling to and via, however, this information is subject to government change and is the travellers' responsibility to continue to monitor any changes that are relevant to their itinerary before and during travel.
55. Should future travel mandates from suppliers and governments require compulsory vaccinations, vary the minimum age, special exemption criteria and/or PCA testing it is the traveller's responsibility to meet this requirement. Please note you may be required to provide a negative COVID test result for travel and some countries may require further testing on arrival.
56. You acknowledge that your decision to travel is made based on your own understanding of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time.
57. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

FORCE MAJEURE

58. 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.
59. 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.
60. 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.

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

TRAVEL INSURANCE

62. TASA recommends that you take out a travel insurance policy at the time you pay for your travel. The Department of Foreign Affairs & Trade also strongly recommend you take out travel insurance.

AIRFARES - GENERAL

63. All bookings are subject to the individual suppliers/ airlines/ transport providers own set of Terms and Conditions.
64. Voluntary re-booking and rerouting will be subject to the individual ruling of the particular carrier of the airfares purchased.
65. Your new fare may be higher than the original fare, depending on the fares available – if changed for a higher fare, the difference between the original fare and the new fare must be paid in addition to the amendment fee.
66. Voluntary re-booking and re-routing is not permitted on the day of departure. Should a passenger not show up for their flight their ticket will be forfeited.
67. If you have not provided us with your frequent flyer number or your frequent flyer number does not generate to the airline it is recommended, you retain all your boarding passes until you see your points appear on your frequent flyer statement. Please note that any chartered group flights do not allow for frequent flyers to be accrued.
68. The above is only a guide to some of the conditions governing airline tickets. Full airline terms and conditions can be found on the individual airline web sites.
69. All airfares quoted and booked will be subject to a \$110.00 per person TASA service fee. This excludes our dedicated WCE Virgin Australia Private Charter detailed in the section below.

AIRFARES – WCE VIRGIN AUSTRALIA PRIVATE CHARTER

70. All airfares are non-changeable, non-transferrable and non-refundable.
71. One-way flights are permitted at approval of TASA/WCE.
72. Name Changes are permitted at approval of TASA/WCE – fee applies.
73. Changes to flight times & dates are not permitted.
74. Should a passenger not show up for their flight their ticket will be forfeited.
75. Baggage Inclusions: Economy Class: 1x 7kg Carry On / 1x 23kg Checked
76. Flight Catering: Complimentary Water, Tea & Coffee. Additional Food & Beverage options available for purchase on board.
77. Flight Entertainment Onboard: Complimentary in-flight entertainment system will be available to use via your own personal handheld device, table or laptop. <https://www.virginaustralia.com/au/en/travel-info/onboard-experience/in-flight-entertainment/>
78. Rewards points are NOT eligible to be earned on this Virgin Australia Charter Service.

HOTEL/ACCOMMODATION BOOKINGS

79. 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.
80. 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.
81. Please refer to the Booking, Refund and Cancellation policies at the time of cancellation of each individual service provider involved in your package. Each third party supplier have different policies and you understand and agree that it is your responsibility to review their individual refund obligations to you.

RESERVED MATCH TICKETS

82. All 2023 Toyota AFL Premiership Season: Reserved Match tickets are sold subject to published Conditions of Entry to the venue.
83. Travel & Sports Australia Pty Ltd is governed by the event ticketing agent regarding event cancellation/postponement and all refunds or credits are at their discretion.

84. Travel and Sports Australia Pty Ltd does not control the allocation of seating for the 2023 Toyota AFL Premiership Season and therefore do not accept responsibility regarding the allocation of seats.
85. We strongly recommend you photocopy or record details of your 2023 Toyota AFL Premiership Season Tickets to cover if you misplace or lose tickets. If you lose or misplace your tickets, contact our office immediately. Tickets cannot be refunded or exchanged under any circumstance after purchase.

MATCH DAY EXPERIENCES

86. All bookings are subject to the suppliers own set of Terms and Conditions and can be provided on request and you agree to the Terms and Conditions of purchase imposed by the supplier used when booking with us.
87. Voluntary re-booking is not permitted on the day of the scheduled match day experience. Should an individual not show up for their match day experience their ticket will be forfeited. No refunds are available for any unused Match day experiences.

WCE SPECIAL OFFER CONDITIONS

88. Offer: Purchase ten seats or more this season and we'll provide a complimentary 10-seat Open Air Box, valued at \$3000.00, for a home game at Optus Stadium this season!*(Conditions apply, exclusive of catering and beverages).

89. Conditions:

- a. Not transferrable for cash / Cannot be on-sold.
- b. 10-seat Open Air Box must be redeemed during the 2023 Toyota AFL Premiership Season.
- c. To qualify the same contact must book 10x Return Airfare Seats across the 2023 Toyota AFL Premiership Season – Charter Program.
- d. Match availability is at the discretion of the West Coast Eagles Football Club.
- e. Exclusive of catering and beverages.

DOCUMENTS

90. All documents, including match tickets, Flight E-Tickets, and accommodation vouchers, will be sent electronically to the email address that is provided when booking. Documents will be sent in a separate email the week prior to the day of the match.
91. Travel & Sports Australia Pty Ltd is governed by the event ticketing agent regarding the date/time frame of the distribution of the match tickets.
92. If you are unable to access your documents via the advised email address, please contact our team to organise an alternative option.

CHANGES IN PRICE AND ITINERARIES

93. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.
94. If a Provider changes any part of your booking for reasons beyond its control, we will use our reasonable avenues 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.
95. 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

96. 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

97. 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 Online Booking Fees	Online Portal Booking & Handling fee	\$9.95
TASA Offline Booking Fees	For any booking processed directly with a consultant will incur an additional fee of \$65 per booking.	\$65.00
TASA Service Fees	Change to any travel component in your purchased package will incur a fee of \$65 per change plus any additional provider charges	\$65.00
	TASA Name Change Fee* if change is permitted by suppliers – additional to suppliers fees.	\$65.00
TASA Cancellation Fees	Cancellations to all booking services will incur a fee of \$65.00 per person in addition to Provider, TASA fees and commission applicable (refer to Fees and Commission section above) and credit card fees.	
Merchant 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.	
Merchant Fees	Visa /Mastercard - an additional 1.65% applies	
	American Express - an additional 1.9% 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.

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.

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, travel border restrictions and necessary documents, pertaining to Australian States 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 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.

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.

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