CHERRYBROOK TRAVEL

Shop 7b, Westleigh Village,
WESTLEIGH NSW 2120
Ph: 02 9875 3775 Fax: 02 9875 3397
Web: www.cherrybrooktravel.com.au
Email: sales@cherrybrooktravel.com.au

TERMS AND CONDITIONS

Passport / Visa

- Best to assume you need a visa but to be sure, enquire on Smarttraveller website.
- We may be able to assist with general enquiries, but it is your responsibility to check.
- You will not generally be permitted to board plane/vessel unless you have six months validity of passport.
- Travel on foreign passport may require re-entry visa on return to Australia. Please ensure you have a valid one.
- It is the passenger's responsibility to inform us if they have passport / visa difficulty.

Travel Insurance

- We strongly recommend you take out adequate travel insurance for your trip.
- Travelling without any travel insurance is NOT recommended.

General / Specific Travel Advice

- It is your responsibility to check Smarttraveller for information and advice.
- Register with DFAT via the Smarttraveller web site in case of emergencies.

Health Precautions

- It is recommended you consult your usual physician regarding vaccinations for your trip. Some countries may deny entry.
- Ensuring adequate vaccination is your responsibility. General advice regarding health precautions can be found on Smartraveller.
- Please consult your usual physician to ensure you are fit to travel.

Prices / Cancellation Fees

- Price is only guaranteed once paid for in full.
- Quoted prices are subject to change.
- Even if paid in full, price may change by reason of matters outside our control.
- Cancelled bookings may incur cancellation fees that may be up to one hundred percent of the cost of the booking.
- Some tickets may be non-refundable or transferrable.
- Supplier fees may apply where a booking is changed. Any fees incurred to change or cancel your bookings will be your responsibility.
- You will be required to pay a deposit when booking – we will advise of amount of deposit.
- Some airfares or services must be paid in full at time of booking.
- Deposits are non-refundable.
- Final payment will be due at the time stated on your booking confirmation or booking may be cancelled and deposit lost.
- Cheques are accepted if paid 10 days prior to final payment date to allow for cheque clearance.
- On top of any supplier fees Cherrybrook Travel will also charge fees which can be found below.
- Local taxes may be payable whilst travelling and are your responsibility.
- Changes to reservations, may not be possible or may incur fees.
- Excess baggage, traveller's responsibility.

Travel Documents

- Your responsibility to check accurate names corresponding with passport or identification for domestic travel.
- You will not be permitted to travel if identification / passport does not match ticket.
- Your responsibility to review all travel documents and immediately advise of errors in names, dates or timings.

Airlines / Cruise Lines/Tour Operators/Hotels etc.

- Airlines/cruise lines etc are third party providers and impose different terms and conditions to the ones imposed by us. You should read their T & C's before finalising travel bookings.
- There are numerous rules and regulations in relation to advance purchase and other discounted airfares which involve substantial cancellation or amendment fees and may be no refund on cancellations or amendments.
- Client's responsibility to re-confirm outbound and inbound flights and times.

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- Preallocated seating on airlines is not guaranteed and can be changed at any time by the airline and is outside of Cherrybrook Travel's control. Some airlines may charge a fee to preallocate seat numbers. In this case it is up to the traveller to prebook using the airline's web site.
- We are not responsible for amended flight timings or other changes to your travel.

Frequent Flyer

- It is your responsibility to advise us of any frequent flyer membership.
- Cherrybrook Travel is not responsible for your inability to claim points.

Service Providers

- We act as an agent and sell products on behalf of accommodation, transport and other providers such as airlines, rail, coach and cruise line operators.
- We are not a travel provider and, whilst we exercise care, we have no control over or liability for the services provided by the third parties.
- All bookings are subject to the provider's T & C's including conditions of carriage and limits on liability. You should read them before finalizing transaction.
- Our service is to arrange and co-ordinate the service offered by third party services providers. We arrange a contractual relationship between you and the provider.
- We cannot guarantee the performance of the service providers.
- Any brochures are not ours but are supplied by the service providers and we accept no liability for errors in that material.
- Cherrybrook Travel may receive fees, commissions, gifts or financial incentives from third parties under this contract.

Limits and Liability

- Subject to Australian Consumer Law we are not liable in contract, tort or otherwise for any injury, damage, loss, delay, additional expenses or inconvenience caused by suppliers or third part providers over whom agents have no direct control.
- It is important to take out a suitable travel insurance cover for your circumstances.

Governing Law

- Laws of Australia apply.
- Laws of NSW also apply.

Your Responsibilities

- You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our T & C's and if booking for third parties have conveyed these T & C's to them.
- You have read the T & C's of any third party service providers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.
- You are responsible for contacting the airline at least seventy-two (72) hours prior to travel.
- You warrant and acknowledge that you have accessed the Smartraveller website for any specific enquiries in relation to your intended destination.

Passport / visa and other required identification documents are your responsibility.

Force Majeure

- Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- In the event that a Force Majeure applies, you will be bound by the supplier's terms and conditions.

Cherrybrook Travel Booking Fees:

- Amendment fee of $27.50 per amendment per person (excluding involuntary schedule changes). This is on top of any supplier fees.
- Late booking fee of $50 for bookings made within 7days of departure plus any courier costs. This is on top of any supplier fees.
- Cancellations: Must be received in writing. Once suppliers' services are cancelled any cancellation fees are the responsibility of the traveller. In addition the agency reserves the right to charge appropriate bookings fees to the maximum of

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commissions earned and will, within 7 days of receiving a refund, forward payment back to the client via the original form of payment unless otherwise negotiated.

- Visa applications: A fee of $25 per Consulate per person plus courier/postal costs will be charged to obtain travel visas. This is in addition to any visa application fee charged by the Consulates.

Refunds

- Any refund for cancelled booking will not be paid until supplier provides any refund.
- Refunds for bookings are subject to the T&C's of the supplier
- Any service fees, travel agent earnings or commissions will not be refunded if the booking is cancelled no matter what the reason.
- We are not responsible for any supplier delays in issuing refunds.

By signing I am acknowledging that I have read the Terms and Conditions and have also shown them to my travel companions and I am authorised to sign this on their behalf.

SIGNED:_____ DATE:_____