

## **Booking and Advisory Services - Terms and Conditions**

Please read these conditions carefully as they set out the basis upon which we accept all bookings.

**Content validity:** Please note that the content on this Website is based on information supplied by Third Party Travel Providers and is subject to alteration with or without notice. Please check with your travel consultant about up to date prices, availability and information before making a booking.

### **What we provide to you**

1. We provide you with Booking & Advisory Services that allow you to acquire a Travel Product from a Third Party Travel Provider. We act as an agent for the Third Party Travel Provider.
2. By acquiring Booking & Advisory Services from us, you agree that you have read and understood both these terms and conditions and the terms and conditions of the Third Party Travel Provider relating to the Travel Product.
3. You pay us for providing the Booking & Advisory Services to you.

### **What the Third Party Travel Provider provides to you**

4. Once you have acquired Booking & Advisory Services from us, the Third Party Travel Provider will provide you with the Travel Product on terms and conditions agreed between you and the Third Party Travel Provider.
5. These terms and conditions are available from the Third Party Travel Provider and may include rules and restrictions about the use and availability of fares, products and services, refund and cancellation policies and the limitation or exclusion of liability for death, personal injury, delay and loss or damage to baggage.
6. Travel tips relating to Travel Products are set out in the Annexure to these terms and conditions. We will include the main terms and conditions (e.g. cancellation and amendments fees) of the Third Party Travel Supplier associated with the Travel Products that form part of your booking on your travel documents as notified by these Third Party Travel Suppliers to us. However, you have the right to obtain and read all of the Third Party Travel Provider terms and conditions before acquiring the Booking & Advisory Services from us.
7. You pay the Third Party Travel Provider for providing the Travel Product to you.
8. We do not (and cannot) provide you with the Travel Product and you do not pay us for acquiring the Travel Product. We also do not act as your agent when you acquire Booking & Advisory Services from us or a Travel Product from a Third Party Travel Provider or when you seek a refund from the Third Party Travel Provider.

### **We are liable to you for Booking & Advisory Services**

9. Because we provide you with Booking & Advisory Services and you pay us for acquiring Booking & Advisory Services, we are liable to you in accordance with these terms and conditions for breaching our obligations in providing the Booking & Advisory Services to you.
10. 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 (including for negligence, breach of contract or tort) for any loss or damage (including specific, direct, indirect, consequential, economic loss, incidental damages, lost profits or savings or damages for disappointment) which is suffered directly or indirectly in connection with the:
  - (a) use of (or inability to use) this Website or any linked website;

- (b) disruption to this Website;
  - (c) the delivery or non-delivery of the Travel Product; or
  - (d) any act or omission of Third Party Travel Providers or other third parties.
11. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection laws but we do not give any guarantee or warranty and do not make any representation of any kind, express or implied, with respect to use of this Website or the Booking & Advisory Services supplied by us outside these laws.
12. All information on this Website relating to a Travel Product or a Third Party Travel Provider is provided by Third Party Travel Providers or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of transportation or services provided by Third Party Travel Providers.

### **The Third Party Travel Provider is liable to you for the Travel Product**

13. As agent for the Third Party Travel Provider, we are not liable to you for a breach of obligations by the Third Party Travel Provider in providing you with a Travel Product.
14. The Third Party Travel Provider is liable to you for a breach of obligations in providing you with the Travel Product.

### **Price of travel products, booking and payment terms**

15. The Travel Products offered on this Website are subject to availability and can be withdrawn without notice by the Third Party Travel Provider. Travel Products may also change at any time in accordance with the terms and conditions you agree with the Third Party Travel Provider.
16. Payments must be made strictly in accordance with the requirements stipulated for each Travel Product at the time of booking.
17. We are not responsible for any changes made by a Third Party Travel Provider to the payment due date and prices for Travel Products are not guaranteed until payment has been made in full and documents have been processed.
18. It is your responsibility to contact the Third Party Travel Provider prior to departure to ensure there is no change to the scheduled departure time.
19. You will be notified at the time of your reservation if a deposit is required. A deposit holds the Travel Product requested but does not guarantee the price of the Travel Product at the time the deposit is paid.
20. If for any reason, your balance is not received by us by the due date, we reserve the right to treat your booking as cancelled and apply any cancellation fees that are the subject of these terms and conditions and the terms and conditions agreed with the Third Party Travel Provider. Prices for Travel Products are not guaranteed and are subject to change until payment has been made in full and travel documents have been issued.
21. Products shown on the Website or brochures are for payments by cash only. An online booking fee of AUD10 per person applies. For bookings made via our Call Centre, a fee of AUD35 per booking applies. For the avoidance of doubt, the relevant booking fee charged is at your travel consultants' discretion. A fee will apply to payments made by credit card.
22. All pricing on this Website is reflected in Australian Dollars unless otherwise specifically denoted on the screen.

23. Payments processed in foreign currency (currency other than the original card holders country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.

### **Late Bookings**

24. Bookings made 5 days or less prior to departure from Australia incur a late booking fee of AUD\$20 in addition to other applicable booking fees.

### **Changes in Price and Itineraries for Travel Products**

25. Prices for Travel Products are provided as a guide only and may vary due to peak demand periods, changes in surcharges, fees or taxes or currency fluctuations.
26. You should check all prices for Travel Products with us before acquiring Booking & Advisory Services. The price of your Travel Product may change at any time up to your departure if any new surcharges, fees or taxes are introduced or if any existing surcharges, fees or taxes are varied, even after you have paid all or part of the quoted price for your Travel Product.
27. A Third Party Travel Provider may cancel, reschedule or amend any itinerary in accordance with operating requirements or circumstances beyond its control. This includes alterations to itineraries and schedules including change of embarkation or disembarkation points. We are not responsible for any other travel arrangements affected due to the Third Party Travel Provider's cancellation or amendments. Amendments beyond the Third Party Travel Provider's control may involve a surcharge for the additional or amended services.

### **Refunds**

28. We will not provide you with a refund for the Booking & Advisory Services if the Travel Product is not used.
29. Refunds for Travel Products are subject to the terms and conditions that you agreed with the Third Party Travel Provider.
30. If the Third Party Travel Provider is required to provide you with a refund for the Travel Product, we will provide you with a refund for the Booking & Advisory Services subject to these terms and conditions including the application of any cancellation fees.
31. Where refunds for unused services are permitted, a service fee will be charged against the value of the refund. Please ensure that, when requesting a refund, you enclose copies of all relevant documentation. Any refundable amount is subject to a minimum cancellation fee of 25% for unused services provided that travel documents such as passes and tickets are returned to us completely unused within one year from the date of issuance. Refunds for High Speed Trains and most rail tour products may be subject to higher fees. Please contact us for applicable charges and conditions
32. Lost or stolen passes and tickets are neither refundable nor replaceable.

### **Cancellations and amendments by the traveller**

33. In addition to supplier imposed fees, an administration fee of AUD20 applies to any amendments or cancellations of bookings. Amendments to High Speed Trains and most rail tour products may be subject to higher fees. Please contact your travel consultant for applicable charges.
34. The Third Party Travel Provider may also charge cancellation and amendment fees (which are separate to our amendment fees) in accordance with the terms and conditions agreed between you and the Third Party Travel Provider. For example, if you cancel your Travel Product there will be no refund of your deposit, and the following cancellation fees may apply:

- (a) Prior to final payment: There will be no refund of any additional Third Party Travel Provider deposit paid.
  - (b) After final payment: There may be cancellation fees charged by Third Party Travel Providers amounting to all or part of the cost paid.
35. Most Third Party Travel Providers treat name changes and route and/or itinerary alterations as FULL CANCELLATION and can incur full cancellation charges.

### **Travel Product Description and Information**

36. Descriptions featured on this Website are based on current international rail guides and information provided by suppliers. Any facilities shown as included may change at any time. We make no specific representations as to the standard, class, or description of accommodation or services provided by the Third Party Travel Providers.

### **Your obligations and warranties**

37. You warrant to us that: (a) you are at least 18 years old and have the power and authority to enter into a binding contract with us and with the Third Party Travel Providers of the Travel Products that you acquire; (b) the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process; and (c) you will maintain and promptly update this information to keep it true, accurate and complete.
38. You warrant to us that you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover.
39. You warrant to us that 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.
40. You agree to indemnify us from and against all claims, actions, suits, demands, liabilities, costs or expenses, losses, whether arising directly or indirectly from the use of the Booking & Advisory Services by you or any person using the Booking & Advisory Services through any means provided to you.

### **Travel Insurance**

41. It is a condition of travel for certain Travel Products that all passengers are adequately covered by travel insurance prior to departure. Insurance should cover personal accident and medical expenses, evacuation and repatriation, baggage loss, and cancellation or curtailment of holiday. Your insurance details must be supplied to us at the time of booking. If you fail to provide the requested insurance information prior to travel, we reserve the right, acting in our sole discretion, to cancel bookings and apply charges as per our cancellation policy.

### **Errors & omissions**

42. We reserve the right to correct any errors in rates or contents quoted with immediate effect. We will use our reasonable endeavours to notify you of such corrections.

### **The Website and links**

43. We may at any time modify these terms and conditions and the changes will come into effect once they are uploaded into this Website. You acknowledge and agree that your continued use of the Booking & Advisory Service is subject to the terms and conditions in force at the time of your use.

44. You acknowledge that the inclusion of links on this Website is not intended as an endorsement or recommendation of any linked website or its content of such sites. We do not guarantee that this Website or any linked website will be free from viruses, or that this Website or any linked website will be uninterrupted.

### **Privacy**

45. You acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy. The terms of our Privacy Policy are incorporated into these terms.

### **Jurisdiction and Law**

46. Use of this Website, all matters arising out of or in connection with it and all terms are governed by the laws applicable in the State of New South Wales. By accessing this Website, you consent and submit to the exclusive jurisdiction of the Courts of New South Wales in all matters arising out of or in connection with your use of this Website and terms.

### **Definitions**

“**We**” and “**us**” means Qantas Holidays Limited (ABN 24 003 836 459) trading as Rail Tickets, a licensed travel agent and member of the Travel Compensation Fund.

“**You**” means any user of this Website and includes 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 Third Party Travel Provider and includes advisory and consulting services, making this Website and any software associated with it available to you, and providing a facility to enter into transactions with us and Third Party Travel Providers (whose details and Travel Products appear on this Website).

“**Third Party Travel Provider**” 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 Third Party Travel Provider, for example, an airline or a hotel.

“**Website**” means this [www.railtickets.com.au](http://www.railtickets.com.au).

## **ANNEXURE**

### **TRAVEL TIPS FOR TRAVEL PRODUCTS**

**These tips are not legally binding terms and conditions.**

**You should obtain and read the Third Party Travel Provider’s terms and conditions which are legally binding on you.**

### **Passports, Visas and Health Requirements**

Visas, including transit visas, are the passenger’s own responsibility. For more information please log on to: [www.dfat.gov.au](http://www.dfat.gov.au) or [www.smarttraveller.gov.au](http://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](http://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.

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 some period in advance of travelling.

### **Ticketing**

At the time of making your booking you will be advised of the ticket type to be issued, along with any specific instructions. Should the Third Party Travel Provider issue paper vouchers, these will be posted to your travel consultant. In some instances where e-documents are offered, these will also be emailed to your travel consultant.