



CANCELLATION & REFUND POLICY

Applicable from 1 March 2021

Please read this information prior to making your reservation

My Travel Experience Pty Ltd (My Travel Experience, us/we/our) tries to ensure that we only promote travel offers that our customers will enjoy. We understand, however, that occasionally, this may not be the case. This policy sets out the circumstances in which My Travel Experience may provide refunds to our customers ("customer", "you" or "your") or permit cancellation in respect of a specific travel offer. In administering this policy we will only deal with the named person who placed the order in respect of a specific travel offer.

Pursuant to the Consumer Guarantees Act 1993, you may be entitled to certain rights and remedies which cannot be contracted out of. Nothing in this Cancellation and Refund Policy is intended to limit, exclude, or modify any rights or remedies that may be available to you as a consumer under the Consumer Guarantees Act 1993 or the Consumer Affairs Act in Victoria.

WHEN MY TRAVEL EXPERIENCE MAY PROVIDE REFUNDS

My Travel Experience may provide a refund of amounts you have paid to us in connection with the relevant travel products and services if:

1. we accept your cancellation of the services in the permitted circumstances set out below;
2. if the travel offer is not available to you and we cancel the booking;
3. the passenger information form is not returned within the specified period and we cancel the booking;
4. a reservation is made in contravention of an applicable child traveller policy and we cancel the booking;
5. any minimum number requirements of a travel deal are not met and we cancel the booking;
6. an amended travel date request or flight upgrade option is unavailable due to flight availability after purchase;
7. we are required by law to do so;
8. we have made a mistake in advertising a travel deal that fundamentally misstates the product or service that is the subject of the travel deal or otherwise in the case of manifest error by us; or
9. prior to travel, the provider (Supplier) of the travel deal ceases trading or ceases to provide the goods or services that are the subject of the travel offer.

WHEN REFUNDS ARE NOT AVAILABLE

The following circumstances DO NOT qualify for refunds:

1. where you have failed to read our Terms & Booking Conditions, Cancellation & Refund Policy or the Important Information set out on our website or in your documentation for your travel deal;
 2. if you change your mind after you make a travel reservation (for whatever reason);
 3. if the travel booking experience was in accordance with its description but did not meet your general expectations (for whatever reason);
 4. if you are unable to travel due to a medical condition or any other personal reason;
 5. if you are unable to obtain your preferred date to experience the travel offer;
 6. if you cannot travel due to other travel or other personal commitments;
 7. if the Supplier on behalf of whom we are advertising a travel deal does not honour the terms of the travel deal because you have failed to present the travel documentation;
 8. if you have had a dispute with the Supplier on behalf of whom we are advertising the travel offer;
 9. if you are late for your booking, and the Supplier decides to cancel your booking;
 10. where you are denied entry to a destination due to a failure to comply with a health or other requirement;
 11. if you leave a tour and are non-locatable after reasonable efforts have been made and we cancel any remaining component of a travel offer;
 12. where My Travel Experience determines the continuance of a travel deal on the scheduled departure date despite published minimum number criteria not being met;
 13. if you miss or are a 'no-show' for a flight or cruise and your flight/cruise, ticket, accommodation, transfer or other travel offer component is cancelled;
 14. where an itinerary change occurs and we arrange supply of a service of comparable or higher standard;
 15. where we cancel the booking in the event of fraud, abuse or suspicious activity.
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WHEN YOU MAY CANCEL YOUR BOOKING AND REQUEST A REFUND

If we increase the price of your specific travel offer by a material amount (being more than 10% of the initial price) in accordance with our Booking Conditions, you may cancel the relevant travel products or services and request a refund of amounts you have paid to us in connection with the relevant travel products or services.

This does not apply to increases arising from a request, action or omission of the customer, any person travelling or intending to travel on the order or any of their agents or representatives (including but not limited to changes to travel arrangements, optional extras, surcharges and other customisations and additions).

Please refer to our Booking Conditions for circumstances where My Travel Experience may vary, withdraw or cancel the order, the services or the components of a travel offer.

OTHER MATTERS

Please note any claim for refund excludes and may be subject to payment by you of any applicable fees (such as booking offload fees and order administration fees) and also excludes any other non-refundable items and circumstances. Any claim for a refund may be reduced or denied where our Booking Conditions, Complaints Policy or any other My Travel Experience Policy is not complied with.

Without limiting the foregoing, My Travel Experience reserves the right at its discretion to provide a refund outside of the above circumstances in compelling or extenuating circumstances. My Travel Experience's decision with respect to any refund request is final and no correspondence will be entered into.

SUBMITTING A CANCELLATION REQUEST

A request for a cancellation must be submitted via email to the General Manager at reservations@anztravelco.com. Immediately upon submission of this Cancellation request, you are authorising My Travel Experience to cancel all elements of the booking for the passenger(s) provided within the booking. All cancellations are considered non-reversible once received by My Travel Experience and subject to the refund circumstances listed above.

VOLUNTARY FLIGHT CANCELLATIONS

In the event you are unable to make your flight, for whatever reason, you must contact both My Travel Experience and the Airline directly prior to check-in closing. Where a customer is required to cancel any flight or portion of their ticket, My Travel Experience reserves the right to further charge the customer any airline no-show fees. Should the cancellation occur outside of 72 hours prior to travel, only My Travel Experience needs to be notified.

SUBMITTING A REFUND REQUEST

All customers requesting a refund will be required to provide full particulars as to why they are not satisfied with the quality of the goods and services that are the subject of a travel deal.

All complaints need to be made via email to the Manager via reservations@mytravelxp.com where the details of the issue are recorded.

My Travel Experience can assess and seek an appropriate resolution to the issue. All refund forms must be received within 30 days from the return of travel, or from the date the incident occurred. Any requests for refunds submitted outside of this timeframe will not be accepted.

VERIFICATION

My Travel Experience will verify the validity and veracity of some or all of the particulars of a request for cancellation or refund by consulting with the relevant Supplier responsible for fulfilling the offer. My Travel Experience may also ask you (by phone or email) to provide additional information in relation to the cancellation or refund request.

REFUSAL

In circumstances where we believe that a request for a cancellation or refund does not fall within the scope of this policy, misleading, incorrect, deceptive and/or is otherwise invalid, My Travel Experience may, in its absolute discretion, refuse a cancellation or refund request. My Travel Experience is under no obligation to provide you with reasons as to why your request has been refused. Please note that any fraudulent, abusive or otherwise suspicious activity will be immediately referred to the relevant authorities.

REFUND VIA DIRECT DEPOSIT

Any refund will be credited to your preferred bank account, according to the details provided by you during the refund request process. Any refund provided by My Travel Experience is in no way an admission of liability by or on behalf of My Travel Experience or the admission of any other fact in connection with, any act or omission which then led to the request for a refund being submitted by the customer.

CHANGE TO POLICY

My Travel Experience may change this policy at any time at our absolute discretion by posting the revised policy on mytravelxp.com.au website. It is your responsibility to review the terms of this policy. By visiting and using the My Travel Experience website or making a booking with our travel agency, you agree to abide by the terms of this policy as amended.

CONTACT INFORMATION

For any feedback or questions regarding this policy, please feel free to contact My Travel Experience via reservations@mytravelxp.com.

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