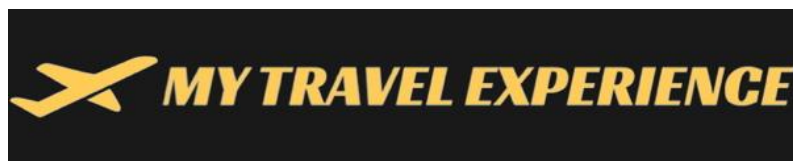


TRAVEL ON DEMAND PTY LTD TRADING AS



MY TRAVEL EXPERIENCE BOOKING CONDITIONS

Applies to all bookings from 27 July 2023

Please read this information prior to making your reservation

Phone 1300 168 910

Our full set of terms and conditions are listed below, which we highly recommend your read prior to making your holiday reservations. This is the contact under which both parties enter. We request that you only make a booking if you agree with the following terms and conditions.

- Once you request a booking, you will be sent our booking form that needs to be filled out and signed to confirm that you agree to the below terms and conditions.
- Your booking will then be confirmed to you in writing and a deposit will be required to guarantee your reservation.
- At this time, you must take out travel insurance for your holiday to protect you against unforeseen circumstances.
- Approximately 90 days prior to departure you will be asked to make the balance payment for your trip (you'll be notified at time of booking when payment is required).
- 10 days prior to departure your travel documents will be sent via email.

Travel On Demand Pty Ltd manages a professional client operating account. All booking payments are held securely to pay for your travel services. We do not retain your money and funds are distributed promptly to travel service providers, including but not limited to, airlines, tour operators, cruise lines and hotels. We are required to pay the providers deposits and final payments and in some instances these items are non-refundable.

If you have any issues whilst you are away, you can contact us on our 24-hour emergency contact phone number. If you wish to cancel, you need to advise the cancellation in writing. We will then write to the travel service providers and request a refund on your behalf for any services that are refundable. You will need to make an insurance claim for any of the pre-booked elements of your holiday that are non-refundable. If you have any issues during the refund or cancellation process, you have 30 days to contact our office in writing to lodge a complaint so an immediate resolution can be found for you.

For clarification on any of our terms & conditions, please email hello@mytravelxp.com

1. Agreement

This agreement is between you and Travel On Demand Pty Ltd trading as My Travel Experience – ABN 11 642 241 914 (My Travel Experience, us/we/our). Customer, passenger, you or your, references the person who books or pays for travel services and includes all persons intending to travel. By booking any travel service with us, you have agreed to be bound by these terms and conditions.

2. Role of My Travel Experience

As part of My Travel Experience's tours and curated travel packages, we sell various travel products and/or services on behalf of our third-party operators, including (without limitation) airlines, rail and transportation operators, accommodation, cruise companies, tour operators, tour guides or the providers of any other product or service, referred to throughout as 'Suppliers'.

My Travel Experience facilitates a direct contractual relationship between you, the customer, and each Supplier. You are responsible for reading the Suppliers' terms and conditions before paying for your booking or reservation.

My Travel Experience does not guarantee the performance of the product/services offered by Suppliers and we will not be liable in the event that you suffer loss, injury or disappointment by reason of any acts or failings of any Supplier. In such case your remedy will lie against the Supplier.

We accept no liability for any inaccuracies or misrepresentations contained in travel and tour material provided by the Suppliers. We do our best to verify the information provided to us by Suppliers, but we cannot guarantee its accuracy on all occasions. All photos and videos in our brochures and on our website are for representational purposes only.

In accordance with these booking conditions, My Travel Experience will perform our duties with reasonable attention, care and expertise. To avoid any doubt, these terms and conditions apply to communications and/or bookings made directly with our consultants, whether over the phone, by email, via social media/online chat, in-store, and online via our website.

Subject to the Australian Consumer Law, My Travel Experience will not be liable for any loss or damage, injury, delay, inconvenience, or expense caused by a Supplier. My Travel Experience will not be liable for events beyond its control or the control of the Suppliers including, without limitation, strikes, accidents, pandemics or outbreaks of infectious diseases, acts of war or terrorism, civil or military disturbances or force majeure (Acts of God).

3. Prices & payment

All published tours and travel packages prices are listed in Australian Dollars (AUD) unless stated otherwise. The published prices include all Australian taxes, charges and service fees, including GST (where applicable). All prices are subject to availability and can be withdrawn or varied without notice.

A deposit is required to confirm your booking (normally 50% but amount varies depending on the package booked). Receipt of deposit will be taken as an understanding by My Travel Experience that the customer has checked their confirmed travel arrangements and has read and agreed to the Terms and Conditions.

Balance payment is due between approximately 90 days prior to departure and you will be notified of the exact payment deadline at your time of booking.

Cruise bookings can require the balance payment to be made 120 days prior to departure. Typically, all payments are non-refundable.

Failure to pay by the date advised by My Travel Experience may result in your bookings being cancelled and cancellation fees being imposed.

My Travel Experience accepts payment via bank transfer or credit card. Additional surcharge will be added to payments made by credit card. Please check with us for current bank fees. When your credit card is processed by My Travel Experience you agree to not have your payment 'charged back' or reversed by your credit card provider where the services have been provided. If paying by bank transfer, please note that your order is not secured until the funds clear into our account.

Some additional extras, supplements, and/or surcharges may be payable after making a booking, as advised by your travel consultant. The price payable is also subject to a number of other factors including any customisations and additions made by you, changes to travel arrangements, currency fluctuations, fuel surcharges, government taxes, levies and airfare increases. We reserve the right to adjust any fees, charges or prices as necessary to reflect a material cost increase. Once full payment has been received by our office no surcharges in respect to currency fluctuations will be applied.

We reserve the right not to honour any published prices that we determine were erroneous due to printing, clerical or electronic error, except in the case of manifest error by us. In the event of a price decrease, we are not obliged to refund you to match any subsequent price reduction after booking confirmation.

Travel packages are typically promoted as a base 'per person' price calculated on twin share (i.e. 2 people sharing a room). All other mandatory surcharges, including but not limited to, solo traveller surcharges, departure date and/or city surcharges, the selection of optional extras, other government taxes, levies or gratuities are in addition to the listed base price as per the terms of the travel deal.

4. Travel insurance

You should take out comprehensive travel insurance immediately after making a booking, as My Travel Experience has a strict [Cancellation and Refund Policy](#). Purchasing a comprehensive insurance policy can help to protect yourself and any other persons intending to travel from unforeseen circumstances or the inability to travel through your insurer's cancellation cover.

If you make a booking with My Travel Experience and decline travel insurance, you may be required to sign a disclaimer.

Please note that some credit card providers will provide the card holder with travel insurance. Where you are paying for all or any part of the services arranged through us by credit card and you intend to use travel insurance supplied by the credit card provider you acknowledge that My Travel Experience has offered you travel insurance and that you waive any claim against My Travel Experience in respect of any loss or damage you may suffer as a result of you failing to take out any or adequate travel insurance.

My Travel Experience has no responsibility for and excludes all liability in relation to your Insurance claims. My Travel Experience recommends travel insurance (where available) against loss of deposits through cancellation charges, baggage loss, medical expenses,

theft and the insolvency of My Travel Experience or any of the Suppliers and including protection against a Force Majeure Event or for any other requirements specific to your travel plans.

My Travel Experience makes no representations or guarantees concerning reimbursements of funds paid by you under any insurance claim. You agree not to hold My Travel Experience responsible for any decision made by insurers, and/or by any Suppliers, or requirements of any overseas country or governmental authority or overseas laws and policies. Insurance providers are considered as a third-party, any contract is between you and the selected provider. It's the customer's responsibility to obtain and understand the terms of their policy.

5. Fees, charges & refunds

5.1 Amendments & changes to bookings

If you wish to change a confirmed reservation or booking you are likely to incur fees. In some cases, it may not be possible to change a booking or to cancel, or it may be uneconomic for you to do so. You should always check the cost before requesting changes to your travel arrangements. Please read the terms and conditions of the Suppliers which apply to your travel arrangements.

Any amendment or deviation from advertised travel deals and/or quotes will incur a fee of \$150 per person.

Should you need to alter your confirmed reservation, there will be an automatic fee charged of \$150 per person per amendment or transaction. Additionally, there may be cancellation fees levied by the Supplier or fees may be applicable where arrangements have been pre-purchased.

In addition, we charge:

- \$50 per person for all airline seat reservations and baggage charges plus any airline fees.
- \$100 per person for all Tourist visa processing plus the cost for the visa fee.
- \$75 per person to reissue any travel documents lost in the mail.
- \$100 per person to process travel insurance claims and provide a statement for your insurance company.
- \$50 per person travel document printing fee

5.2 Cancellation fees

All proposed cancellations must be communicated to My Travel Experience in writing as soon as they become known, and must be validated and authorised by My Travel Experience.

If you cancel a confirmed booking the Supplier is likely to charge you a cancellation fee. Further, some tickets may be non-refundable or non-transferable. It is important to check the position with us before you confirm arrangements and/or before you cancel any confirmed bookings. Please read the Supplier's special conditions in relation to your travel arrangements.

My Travel Experience will charge a 15% cancellation fee on all refundable portions of a cancelled tour. You acknowledge that the My Travel Experience service fee is fair remuneration for the work done by My Travel Experience in managing your travel arrangements.

Cancellation fees will be levied relative to the amount of notice given as follows:

Days Notice	90 or more	89-75	74-65	64-1
	Loss of Deposit and 50% loss of fare	75%	85%	100%

The above are My Travel Experience cancellation fees. Airlines and Tour Operators may have additional fees. Transfer of a confirmed booking to another tour or departure date is deemed a cancellation of the original booking. There will be no refund for cancellation of unused services on or after commencement date. Please note that employees of any overseas suppliers are not authorised by My Travel Experience to make any undertakings to our clients in respect of refunds or other matters.

5.3 Refunds

If your travel arrangements are cancelled for any reason (including force majeure) after you have paid, no refund will be available to you until My Travel Experience receives the monies from the Supplier(s) involved. In most cases, the Supplier will charge a cancellation fee and in some instances, you may not be able to claim a refund.

My Travel Experience is not responsible for any delays by a Supplier in processing a refund. You should be aware that airlines and cruise companies can take a significant time to process refunds.

Should the price of an airfare, cruise or tour be reduced after you have made payment your right to a refund (if any) is governed by the terms and conditions which apply to the airfare, cruise or tour as determined by a Supplier.

Unless otherwise stated in your costings and itinerary document in addition to any fee charged by a Supplier, My Travel Experience will charge you a fee to process a refund request. My Travel Experience earns commissions and/or charges service fees in making your travel arrangements. My Travel Experience reserves the right to retain the commissions and service fees that is earned on your booking from any refund should your booking be cancelled for any reason (including for force majeure).

Please contact My Travel Experience on 1300 168 910 or email hello@mytravelxp.com for further information with respect to cancellation queries or for full details please refer to our [Cancellation and Refund Policy](#).

6. Passport & visa requirements

Prior to confirming your travel arrangements, you should check your passport and establish that it will remain current for the entire period of your travel.

It is the responsibility of each member of the travelling party to ensure that they have a valid passport and the necessary visa/s for the destination/s to be visited.

My Travel Experience recommends each traveller prior to making a booking, understands the entry and exit rules of the destination(s) they are travelling to. Australian Passport holders can check the destination's advice by visiting smartraveller.gov.au.

Certain countries require that your passport remains valid for a period of up to twelve months after the date upon which you are scheduled to leave such country. You may be denied entry to a country if your passport expires within 12 months. You should clarify visa requirements with the Embassies of the countries that you plan to visit as certain countries may require you to take out a visa dependant on whether you are travelling on an Australian or a foreign passport.

The authorities in some countries (including the USA) require holders of Australian passports to take out a visa for entry into their country where the traveller has been sentenced or imprisoned or been convicted of certain types of criminal offence. A visa may be required where a contagious disease or a serious health problem exists.

Re-entry visas will/may be required for travellers leaving Australia holding a foreign passport. If you hold a foreign passport then it is your responsibility to make your own enquiries and satisfy yourself as to the position in regard to your passport and/or visa requirements before leaving Australia.

If you do not obtain the correct visas, for whatever reason, you will be liable for any associated expenses, fees, penalties, costs, liabilities, damages or losses and are not entitled to refund by our company as this decision is outside of the control of My Travel Experience.

7. Health & vaccinations

All customers must be well enough to travel (whether physical, medical or otherwise). It's your responsibility to ensure that you are aware of any specific health requirements for your travel destination(s) prior to making a booking and be responsible for ensuring that any applicable needs can be met during travels.

This includes understanding whether you are authorised to carry or use certain medications and or medical/mobility equipment (including batteries with respect to flights and cruises) and/or whether you are required to provide supporting medical documentation such as prescriptions or medical certificates.

For some countries, a failure to disclose a health condition, proof of vaccination or a medical certificate may result in the applicable country/airline/cruise refusing you entry/boarding, or in you being detained, expelled or repatriated from the applicable country at your cost.

If you have any concerns regarding health requirements of the travel destination(s), we suggest you refer to your health professional and/or the Department of Foreign Affairs and Trade (DFAT) 'Smart Traveller' service prior to placing an order. We recommend that you contact DFAT or visit their website www.smartraveller.gov.au for current advice. You can also register your travel plans with DFAT so that you are easily contactable in case of emergency. My Travel Experience does not provide any medical advice.

8. Checking travel arrangements

We have exercised care in putting together the arrangements requested by you in regards to your travel services and accommodation. It is important, and your responsibility, to check all of the documentation provided to you in relation to your proposed travel and accommodation to ensure that it fully meets with your requirements and to ensure that there have been no misunderstandings.

All documents must be issued in the exact name of the passport holder (for international travel) or personal identification. You may be denied carriage if the name varies.

- We strongly recommend that you contact your airline prior to any travel to ensure that the scheduled departure time has not changed.
- We strongly recommend that you familiarise yourself with current travel advisories/information from [smartraveller.gov.au](https://www.smartraveller.gov.au) before you travel.
- Payment of any excess baggage charges is the traveller's sole responsibility.
- Carry-on baggage is subject to security rules on the carriage of various items. It is your responsibility to check with the relevant authorities.

My Travel Experience shall use reasonable commercial endeavours to provide travel documentation 10 days prior to the first travel departure date.

Please note, for customers who require these documents earlier for Visa applications please notify My Travel Experience in advance. My Travel Experience is not responsible for your failure to obtain a visa in this or any circumstances, including if you are overseas. Only in exceptional circumstances will My Travel Experience provide early release of flight itineraries prior to the supply of Travel Documentation.

9. Liability & responsibility

9.1 Limitations of Liability

Our packages may comprise services of multiple independent travel providers who are not agents or employees of My Travel Experience and whose operations are beyond the control of My Travel experience. Whilst reasonable inquiries have been made and care is taken to select reputable Suppliers who operate in accordance with the required standards of their local authorities, My Travel Experience is not responsible for the provision of that service or for any resulting injury, illness, death, damage, detention, delay or loss of enjoyment.

The travel documents and products and/or services are provided subject to the Suppliers' Terms, conditions and limitations (some of which may exclude or limit liability in respect of death, injury, delay, loss or damage to passenger's person and/or effects), which may not be expressly the subject of our contractual agreement. To the maximum extent permitted by law and subject to the following, we accept no liability or responsibility in connection with Supplier terms, conditions or limitations and do not make or give any warranty or representation as to their content or standard. Any legal recourse you may have in respect of those travel products is against those Suppliers and not against My Travel Experience.

Your legal rights in connection with the provision of travel products and services are against the specific Supplier and, except to the extent a problem is caused or contributed to by negligence on our part, are not against us. Specifically, if for any reason (excluding negligence on our part) any Supplier is unable to provide the travel arrangements that you have purchased, your rights are against that Supplier and not against My Travel Experience. This includes (without limitation) where travel services cannot be supplied or itinerary changes occur or any other loss or damage suffered by the customer due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof or other authorities, or by acts of God, strikes, severe weather, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, pandemics, failure of equipment or machinery, theft, malevolent acts or any other cause(s) beyond our control (each a Force Majeure Event).

In some circumstances, wherever possible, we will use reasonable endeavours to arrange the supply of comparable travel products and services and itineraries. In the absence of our own negligence, we are not liable for any cancellations, diversions, substitution of equipment, variations, postponements, or any other acts, omissions or defaults by Suppliers, nor for any consequences thereof, including but not limited to changes to services, itineraries, accommodation or facilities.

Nothing in the Terms & Booking Conditions is intended to limit, exclude or modify or purport to limit, exclude or modify the statutory implied guarantees/warranties that cannot be lawfully limited, excluded or modified as provided under the *Competition and Consumer Act 2010* (Cth) including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the State and Territories of Australia.

If any warranties are implied by law that cannot be excluded, then to the maximum extent permitted by law our liability for breach of such warranties is limited to, at our option:

- (a) in the case of products:
 - (i) the replacement of the products or the supply of equivalent products; or
 - (ii) the payment of the cost of replacing the products or acquiring equivalent products; and
- (b) in the case of services:
 - (i) the supply of the services again; and
 - (ii) the payment of the cost of having the services supplied again.

9.2 Responsibility

My Travel Experience reserves the right to vary, withdraw or cancel any travel packages by written notice in the event they cannot be supplied or the itinerary is changed due to a Force Majeure Event or other events which are beyond our control.

To the maximum extent permitted by law, except where caused or contributed to by negligence on our part, My Travel Experience is not and does not accept any responsibility or liability in contract, tort or otherwise for any injury, illness, death, cost, loss, damage (including but not limited to loss or damage to persons, baggage and property), delay, diversion, substitution of equipment, variation, postponement, liabilities, expense or inconvenience arising directly or indirectly from or in connection with:

- (a) the acts, errors, omissions, default or negligence of Suppliers or other third parties including government authorities, airlines, coach, rail or cruise operators, land carriers, hoteliers or any other suppliers, nor for any consequences thereof, including but not limited to changes to or lack of availability of transport, services, accommodation or facilities; or
- (b) a Force Majeure Event.

To the maximum extent permitted by law, My Travel Experience is not and does not accept responsibility and shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us, including (without limitation) all Suppliers, nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment. My Travel Experience is not and does not accept responsibility for any criminal conduct by any Suppliers or third parties.

To the maximum extent permitted by law, My Travel Experience is not and does not accept responsibility or liability for any requirements, terms or conditions of any Supplier or other third parties who provide travel products or services in the course of your holiday. All bookings made by My Travel Experience with Suppliers or other travel product or service providers on your behalf are subject to the requirements, terms and conditions of those

persons which may not be expressly the subject of our contractual agreement, particularly in relation to the applicable laws, policies and requirements of any government, governmental authority or employee including visa, entry, exit or transit requirements.

My Travel Experience is not and does not accept any liability or responsibility for your acts, omissions, defaults, conduct, state of health, condition or circumstances, or failure to comply with the terms, conditions and requirements of any Suppliers or other third party travel products or suppliers, or country or governmental authorities, or any of their officials, servants or agents.

If you decide that you do not wish to visit a country or part of a country you had intended to visit because of any law, condition or requirements of Suppliers or any country or governmental authority, official, servant or agent, or because of circumstances beyond our control (and including any Force Majeure Event), you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees.

In relation to any responsibility or liability which cannot be excluded by law or despite the limitations above, if My Travel Experience is found liable for any loss, damage, cost, liability or expense which arises out of or in any way is connected with any of the occurrences described above, then to the maximum extent permitted by law My Travel Experience's liability will in no event exceed, in the aggregate, the greater of:

- (a) the amounts you paid to My Travel Experience in connection with the travel products or services; or
- (b) AU\$100.00

10. Complaints

We are committed to addressing complaints quickly and effectively. If a problem occurs whilst you are travelling you must attempt to find a resolution locally with the relevant Supplier within 24 hours. You will also be provided with our 24-hour emergency contact phone number for our office. Failure to seek to resolve the problem within 24 hours may result in any following claim for a refund (where available) being reduced or denied.

Complaints related to travel arrangements booked by My Travel Experience must be received in writing by our office within 30 days from the date that the incident occurred. Complaints made through any other channel will not be accepted. Failure to lodge a complaint within this time period may result in any following claim for refund (where available) being reduced or denied. You must attach all relevant receipts and supporting documentation, including efforts made with the Supplier to resolve the issue. All refund claims are subject to our [Cancellation and Refund Policy](#).

11. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable, or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

12. Privacy policy

Our Privacy Policy governs the collection, use and disclosure of your personal information by us. The [Privacy Policy](#) forms a part of these Terms & Conditions.

13. No assignment

You must not assign, transfer or novate these Terms & Booking Conditions or any rights or obligations under these Terms & Booking Conditions without the prior written consent of My Travel Experience.

14. No waiver

You may not rely on our words or conduct as a waiver of any right unless that waiver is in writing and signed by My Travel Experience.

15. Applicable law

The laws of Victoria, Australia, govern these Booking Conditions to the fullest extent allowable. Any disputes must be initiated in the courts of Victoria, Australia.

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