

# Booking Terms & Conditions

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and/or “our” in these booking terms and conditions shall mean **Johnny World Travel**. These terms and conditions apply to bookings you make with our consultants (in-store, over phone or by email) as well as online bookings you make on our website.

## Passports & Visas:

All travelers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travelers on the booking have a valid passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). We can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us.

**If you are travelling to the United States** please see <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for their visa waiver program (“ESTA”). Australian passport holders will not be able to enter the United States without a valid ESTA (or visa). Please note, you may not meet the eligibility requirements of ESTA and may be required to obtain a visa.

## Travel Insurance:

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is also strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. We are an authorised representative of Mondial Assistance Insurance Company. You must obtain a Financial Services Guide/Product Disclosure Statement relating to the travel insurance product you are considering purchasing and should read that document before making any decision about whether to acquire the product.

In order for us to arrange your insurance, you must confirm that you have read and understand the applicable Financial Services Guide/Product Disclosure Statement, and understand the limits on your cover and your duty of disclosure to the insurer. If you decline travel insurance, you may be required to sign a disclaimer.

## Travel Advice:

We recommend that you contact the Department of Foreign Affairs and Trade or visit their website at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.

## Health:

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available from DFAT (see [smarttraveller.gov.au](http://smarttraveller.gov.au)).

## Prices:

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your consultant for up-to-date prices.

## Online Booking Fees:

The following booking fees apply to online bookings only:

- Online Domestic/Trans-Tasman flight bookings will incur a booking fee of \$20 per booking.
- Online International flight bookings will incur a booking fee of \$28 per person in addition to the applicable credit card surcharge or PayPal fee.

The above booking fees are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law).

## Our Change and Cancellation Fees:

Subject to your refund and remedy rights under the Australian Consumer Law, the following change and cancellation fees apply to all bookings (including online bookings and bookings made with a consultant):

- Changes to Domestic/Trans-Tasman bookings will incur a fee of \$30 per passenger per booking in addition to supplier fees.
- Cancellations to Domestic/Trans-Tasman bookings will incur a fee of \$50 per passenger per booking in addition to supplier fees.
- Changes to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$50 per passenger per booking in addition to supplier fees.
- Cancellations to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$180 per passenger per booking in addition to supplier fees.
- Any fees for such change or cancellation must be made via credit card and will attract the applicable credit card surcharge.

## Supplier Change and Cancellation Fees:

Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier.

### cancellation fee

- before departure 30 days / 10% of the total price of the booking
- before departure between 29 days to 20 days / 25% of the total price of the booking
- before departure between 19 days to 10 days / 50% of the total price of the booking
- before departure between 9 days to 4 days / 75% of the total price of the booking
- before departure from 3 days / 100% of the total price of the booking

## **Deposit and Final Payment (Not applicable to online bookings, which must be paid in full at the time of booking):**

You will be required to pay a deposit or deposits when booking. Your consultant will advise you of how much that will be. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Final payment is required no later than 6 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

## **Payments by Credit Card (Not applicable to online domestic bookings):**

Credit card surcharges of 2 % for Visa and MasterCard, 3% for American Express, and 3% for Diner's Club will apply when paying by credit card. You authorise us to charge all fees incurred by you in relation to the services provided to the credit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

## **Payments via PayPal (Online bookings only):**

An additional 2% fee will apply when paying by PayPal.

## **Taxes:**

Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports.

## **Service guarantees:**

Our booking and advisory services come with a guarantee that:

- they will be provided with due care and skill;
- they will be reasonably fit for the specified purpose;
- they can reasonably be expected to achieve the desired result; and
- they will be provided within a reasonable time.

If we fail to meet any of these guarantees, you have rights under the Australian Consumer Law.

## **Agency:**

We act as an agent for, and sell various travel related products as agent on behalf of, numerous transport, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request. Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

## **Liability:**

To the extent permitted by law, neither **Johnny World Travel** nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

## **Special Requirements:**

Please liaise with your consultant or, for online bookings, send a request e-mail [travel@johnnyworldtravel.com](mailto:travel@johnnyworldtravel.com), regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access.

## **Frequent Flyer:**

When booking with one of our consultants, please let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. If you are booking online, please insert these details in the space provided for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking.

## **Travel Documents:**

Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. If you have booked with a consultant, it is your responsibility to collect all travel documents from us prior to travel. As a general rule your travel documents will be available for collection 1 week prior to departure, however this will depend on your individual arrangements. Please contact your consultant to confirm when your travel documents are ready for collection. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a follow up email we send you).

## **Schedule Changes:**

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.

## Privacy Policy

By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside of Australia. Generally, we will only disclose your personal information to these persons in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

## Monies Not Held On Trust:

All monies paid by you to us will be the property of **Johnny World Travel** and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided (except for monies paid for flights with an IATA airline, which might be held on trust for that IATA airline). You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies.

## Governing Law

If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts.

## Acknowledgement

I acknowledge that I am 18 years of age or older and that I understand and agree with the above terms and conditions.

These terms were last updated on 01 July 2014.

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passenger

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Johnny World Travel

ABN:96644752400