

Terms & Conditions

About the WMT website:

The WMT travel website or one of its sub-sites, gives you the ability to enter into transactions directly with us or with certain parties whose content appears on the site. You acknowledge that some of the material accessible through the website is provided by third parties, we are not responsible for this material.

Where the website provides the ability to enter into transactions with third parties we are not responsible for those third parties or the goods or the services they offer. Airlines and other third party travel providers impose different terms and conditions on the sale of specific travel products featured on our site. You should carefully read all the terms and conditions specific to the product you are booking before finalising your travel transaction.

Accuracy of information and limitation of liability:

We do not endorse or recommend any particular travel service provider. We, along with our third party suppliers, have taken reasonable care that the content of this travel website, including all travel information, itineraries and listings is correct but is subject to amendment at any time without notice. We publish information on the website in good faith along with known information as to why a possible amendment may occur. As the user, you acknowledge and accept that WMT has taken all reasonable care to ensure currency of information provided by travel service providers such as airlines, hotels and tour operators, but that WMT is not responsible for the accuracy of the information they have provided. All third party suppliers are encouraged to correct and update their information regularly and as needed. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the website.

You are solely responsible for the suitability of any travel service which you. In particular, WMT is not liable for any inconvenience caused or expense incurred as a result of any unsuitability of travel services for use in association with other travel services. WMTs' role in relation to your travel arrangements is limited to facilitating the booking and arranging travel documentation, payments and refund where applicable. However, to the maximum extent permitted by law, the Agent disclaims liability for any technical errors, corruption of any data, inaccuracies in information supplied by third parties, unauthorised access to your personal data due to third party failures or failure by the Agent to complete bookings where that failure is due to circumstances beyond its control. The Agent accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel services to you where your booking has been processed by WMT; nor is the Agent responsible for any acts or omissions of airlines or other third parties in the course of delivery of such travel services. Where the Agent is liable to you under these terms and conditions its liability will be limited to providing the relevant booking services again or refunding money paid in relation to services not provided because of the Agents' default. Where refunds are due to you from third party suppliers of travel products or services, the Agent will provide reasonable assistance to you in claiming such refunds from those suppliers. Under no circumstances will the Agent be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages for disappointment.

Warranties:

To the maximum extent permitted by applicable law, the Agent grants no warranty, express or implied, regarding this travel web site and any service or facilities provided including the booking engine. The site and any service or facility is being offered to you “as you see it”. The Agent will not be liable to you for the breach of any alleged warranty.

Use of the Booking Engine (booking Online):

In making a hotel, air or car reservation for you through the booking engine, the Agent will be acting as agent of the hotel/wholesaler, car-hire company or airline concerned. The Agent accordingly accepts no responsibility or liability for any misunderstanding or error, whatsoever and howsoever caused, in respect of any reservation made through the booking engine. The onus rests on you to read the booking rules and ensure your booking abides by these, to carefully check and correct any mistakes in your reservation request and in any confirmation thereof received from the hotel, car-hire company or airline via the Agent.

Use of your contact information:

As user of this travel web site and any service or facility such as the booking engine, you agree and consent that the Agent may use, including to share with third parties, your contact information (i.e. your name, e-mail and physical / postal address, and / or other contact details) for all purposes directly connected with your reservation request.

Indemnity:

As a condition for your use of this travel web site including any service or facility such as the booking engine, you agree to indemnify the Agent from and against any liability, damage or loss that the Agent incurs or suffers as a result of any action, inaction or omission on your part.

Clients' Responsibility:

By registering for the service, you warrant to us that;

- You are at least eighteen (18) years old and
- You have sufficient credit on your credit card account to meet all charges for travel you book through the website
- You have read the travel-specific terms and conditions at the end of these terms and conditions, and convey all information set out in those terms and conditions to any other parties covered by any booking you make
- That you keep secure any means of identification that we provide to you in order to access the service
- That you do not resell the service, or any products or services accessed by means of the service, or permit any other person, other than adult members of your household/organisation with your express permission and under your supervision, to use your user identification to access the service.

- That you are responsible for all use of the service, and all transactions entered into by means of the service, using this user identification
- That you will not use the service for any activities which breach any laws, infringe any party's rights, or breach any standards, content requirements or codes promulgated by any relevant authority.
- You must not use the service in any way which interferes with other users or defames, harasses or menaces anyone
- You indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to use of the service by you or any other person using your user identification or password
- You acknowledge that copyright subsists in all software, including HTML code, provided in association with the service
- Where copying or transmission is expressly permitted, you do not change or delete any author attribution or copyright notice
- You acknowledge that we may receive all commission from transactions entered into using the service

TRAVEL SPECIFIC TERMS AND CONDITIONS

Please read the following terms and conditions carefully. You should not make any bookings unless you fully understand and agree with the following terms and conditions. References to "we" "us" and/or "our" in the following terms and conditions, means World Marketing Travel and Tours.

If you are making a booking on behalf of others, such as family members etc, as well as yourself, we will rely on you having this authority to act on behalf of those persons to make the booking, and that person will bind all travellers to these terms and conditions.

Companies who use our services must submit a list of authorised employees who have the authorisation to book travel under the company name, which be held on file. It is the responsibility of the Company to ensure that this list is kept up to date at all times, and to immediately contact us in the event an authorised employee is not longer with the company so that said person is removed from the list. We will not be held liable for any costs incurred for bookings made under a company name by an employee who no longer has any such authority.

Travel Documentation:

Passports, Visas and Health requirements are the responsibility of all individual travellers. Passports are required for all travellers leaving Australia, and must have a minimum of 6

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months validity from the date of return. Australian residents travelling on a foreign passport must hold an Australian Re-entry Visa. When assisting with an international travel booking we will assume that all travellers on the booking have a valid passport, if this is not the case you must let us know immediately. It is your responsibility to ensure that you have all the documentation which meets the requirements of immigration and other government authorities.

Please note that 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).

In relation to health requirements we advise that you consult 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 smartraveller.gov.au).

Travel Insurance:

We strongly advise that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is also strongly recommended by the Department of Foreign Affairs & Trade for all overseas travel. We are an authorised representative of CoverMore Travel Insurance Services Australian Financial Services Licence No. 241713.

Pricing:

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

If you are booking a tour, your tour documentation clearly states what is included in the package. We reserve the right to increase or decrease the cost of the tour at any time **prior** to your booking confirmation. In the unlikely event of a surcharge being levied (for currency fluctuations or transportation costs), if the amount is more than 10% of the tour cost you are entitled to cancel the tour and receive a full refund (with the exception of insurance premiums). You must exercise your right within seven (7) days of the date of the surcharge.

In no case will a surcharge be levied less than thirty (30) days prior to departure.

Booking Fees:

We charge Booking fees, as listed below, for all airline, hotel and car bookings.

- Ticket Issue Fee – All Airlines
 - Domestic \$ 55.00 per ticket
 - International \$ 150.00 per ticket

- Frequent Flyer Redemption Bookings / Upgrade Fees
 - Domestic \$ 100.00 per ticket
 - Trans Tasman \$ 100.00 per ticket
 - All other International \$ 200.00 per ticket

- Lost Ticket Indemnity Fee
 - Domestic Ticket \$ 55.00 per ticket
 - All other International Tickets \$ 55.00 per ticket

Please Note: The above fees are additional to airline/operators fees

- Hotels and Cars
 - Domestic \$ 30.00 per booking
 - International \$ 100.00 per booking

The above booking fees are non-refundable for changes of mind or cancellations by you.

Change and Cancellation Fees after Ticketing:

Subject to your refund and remedy rights under the Australian Consumer Law, the following change and cancellations fees apply to all bookings.

- Changes to Domestic \$ 55.00 per ticket
 - Cancellations To Domestic \$ 100.00 per ticket
 - Changes to International \$ 100.00 per ticket
 - Cancellation International \$ 200.00 per ticket
- Please Note:** The above fees are additional to airlines / operators fees, which can be up to 100% of the booking regardless of whether travel has commenced.

Credit Card Payments:

Credit card surcharges of 2% for Visa and Mastercard and 3% for American Express and Diners 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.

Taxes:

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