#### **Definition of Terms**

AUSTRALIA EXPERT - formerly known as "Allard Travels". A third-party travel agency who shall handle bookings between the Client and Service Providers.

SERVICE PROVIDER - refers to the various tour operators, suppliers or rental companies providing services, or tours.

CLIENT - refers to the person or entity availing the services of Australia Expert.

TICKET/VOUCHER - refers to the proof of booking made by Australia Expert on behalf of the Client to the Service Provider.

Your travel has been booked by Australia Expert ("us", "our" or "we"), ("Service Provider") refers to the tour operators or rental companies and ("you" or "your") refers to the customer, client, visitor, or person reading the document based on following our terms and conditions.

The enclosed ticket(s) ("voucher(s)") have been booked by us on your behalf with various Service Providers.

### **Terms and Conditions**

- 1. Each Service Provider may have their own terms and conditions. The Client shall undertake to read the relevant and corresponding brochure for each booking to understand all applicable terms and conditions. All suppliers have different cancellation and refund policies and Australia Expert, likewise, maintains its own policy. It is essential to familiarise yourself with these at the time of purchase. If you require additional information that may not be indicated in the brochure, we recommend that you contact the Service Provider for further clarification.
- 2. Australia Expert is an intermediary Travel Agency. When you acquire travel-related services through Australia Expert, we earn a commission from the Service Providers we are in partnership with.

### **Amendment of Terms**

Australia Expert reserve the right to change, modify, add or remove words or portions of these terms at any time. Please check these terms regularly before booking to ensure you are aware of any changes. We will highlight any significant or substantive changes to you whenever possible.

#### **Booking Inquiry**

- a. All prices and availability are dynamic and are subject to change during the booking process at the supplier's discretion. This includes quotations and estimates prepared based on the information served at the time of booking. Australia Expert has no control over exchange fee rates or fluctuations on pricing within the booking system.
- b. A booking is considered FINAL or CONFIRMED when the Client has paid the total amount of booking or amount within the agreed terms. Some suppliers also provide a separate booking confirmation.
- d. Australia Expert shall timely notify, from the time of knowledge, the Client on confirmations, as well as relevant changes and information regarding the latter's booking.
- e. Australia Expert shall not be liable for any losses or damages incurred in connection with any increase in the cost of rentals or tours and excursions during the booking stage.

## **Booking Confirmation and Customer Responsibilities**

On behalf of the Service Provider, Australia Expert will ask you for certain required information such as but not limited to pick-up location, dietary requirements, pre-existing medical conditions, weight, snorkelling and swimming ability, dive logs and records, and flight information.

If you cannot provide this during the booking process, you will have to contact the Service Provider via email/call as soon as possible or 48 hours before the start of your trip. If you were unable to inform them and missed a tour for this reason, Australia Expert will not be liable for any cancellations and will not be entitled to provide any refunds.

**Dated Tickets:** It is your responsibility to ensure the dates on vouchers are correct and correspond to your itinerary, including any transport company, bus tickets or passes (Greyhound, and Premier), campervans, critical tours before flight, and accommodations.

- You must reconfirm all booked dates and pick-up location and time 48 hours before travel or in the manner stated on your ticket voucher or confirmation ticket.
- You must ensure you redeem your tickets on the dates booked.
- Australia Expert will provide all details before finalising the booking with the customer's awareness and will not be held liable if the dates do not
  match the customer's itinerary.

**Open-Dated Tickets:** You are responsible for booking your preferred travel date in advance with each Service Provider as per the details provided on your voucher. You must book these in with advanced notice, especially Greyhound Buses. Please be aware that open-dated tickets are subject to supplier price fluctuations, which you could incur.

We recommend booking an open-dated ticket in time. For example, activities at K'gari (Fraser) Island and Whitsundays can often be full at the last minute. In the high season, we recommend planning six weeks in advance if you want to do an activity to avoid disappointment.

Open-dated tickets can be exchanged with us for another product with the same value or more; a \$30 AUD service charge fee will be applied for every open-dated ticket change.

## **Pre-Existing and/or Current Medical Conditions**

You are responsible for advising us and the Service Providers of any existing or previous medical conditions like Asthma, Heart Conditions, Allergies, Dietary Requirements, etc. If you are refused to participate in any of the activities booked on your behalf due to any pre-existing or existing medical condition, failure to declare these at the time of purchase will result in a 100% cancellation fee.

## **Dietary Requirements**

Some tour operators charge a fee if a client has special requirements, such as vegan, gluten allergy or lactose intolerance to cater to a Client's needs. We will try our best to communicate this during the booking process. Australia Expert is not liable if the tour operator decides to implement an extra fee if they find it necessary.

## For Excursions (Exclusive of Transfers)

You are responsible for making your way, at your own cost, to the location from which your tour or excursion is arranged to take place on the date and at the time scheduled. This will be noted on your confirmation and may be subject to change depending on the third-party provider's terms and conditions.

#### Promotions:

Discount vouchers can not be applied if Australia Expert has already applied for an existing voucher or discount. The voucher holder is responsible for informing us in advance if they would like to use it before we send the quotation or price.

#### Extra Costs:

Many tours have extra costs, and you should know that these costs may be added. These expenses will differ for each Service Provider, but some of the more usual extras are EMC Tax, Stinger suit Hire, Wetsuit Hire, Luggage storage, Sleeping Bag Hire, Linen Hire, National Park Fee, Food, Insurance, Accommodation, Equipment Hire, Petrol Levy of Public Holiday sub-charge.

We will alert you to extra costs to the extent reasonably practicable. However, you must also check with each Service Provider when reconfirming your ticket.

## **Cancellations and Refunds**

### a. Booking Modifications

Any changes you wish to make on your booking is dependent on the availability, individual Supplier's terms and Australia Expert's terms.

### a.1 Rebooking (Change of Dates)

If you wish to do a rebooking for the same tour and tour operator, you must organise it directly with the tour operator, and notify us about the changes as soon as possible. Individual terms for rebooking fees may apply.

### a.1 Singular Booking

Minor changes, such as name corrections or contact information updates, may still be accommodated. For cancellations, please refer to  $\underline{\text{clause B}}$  (General Refund Policy) under Cancellations and Refunds.

### a.2 Multiple Bookings or Packages (more than 3 products in your booking)

If you wish to make changes with your itinerary for whatever reason, you are entitled to make one major change to your (confirmed) booking itinerary with an administration fee of \$50 AUD, in addition to Australia Expert's cancellation fees and Supplier fees.

However, after the initial major change, no further modifications to the itinerary will be allowed.

A Major change is defined as change of travel dates, destination, tours, etc.

A Minor change includes name corrections or contact information updates.

For groups of 3 pax or more, \$100 AUD will be charged for one major change in the (confirmed) booking itinerary.

Any other changes that are not indicated under our terms are subject for approval.

### b. General Refund Policy

Refund policies vary for each Service Provider, and we will strictly adhere, follow and implement their defined policies.

Our cancellation fees apply in all cases where a tour can run, and you are not present. There are no refunds given in the event you do not attend, miss or are late for the activity or services for any reason.

## c. Cancellation by You

In case the Client cancels the booking for any reason, including natural disasters/force majeure/COVID-19 restrictions, the Client shall be aware and agree to abide by the cancellation policies of Australia Expert and of the supplier.

As such, Australia Expert follows the following Cancellation Fees:

Between 365 days to 7 days prior to the date of booking = 10% of the total booking price;

Within Seven (7) days prior to the date of booking = 30% of the total booking price;

Within Forty Eight (48) hours prior to the date of booking = 100% of the total booking price.

Refunds will be processed and paid within Forty Eight (48) hours, or you can apply the total amount as credit in our system will be valid for one year.

# d. Cancellation by the Supplier

If the supplier cancels your trip and is no longer going ahead for any reason (except for natural disasters/force majeure), please notify and inform Australia Expert as soon as possible to discuss alternatives. Please be aware that we will endeavour to use the same policy you would have had when booking directly with the operator.

You will incur a 10% service charge fee in the following circumstances:

- a. The Service Provider has not provided an alternative date or product, and no other options are available.
- b. If the Service Provider provided an alternative but you did not accept their offer
- c. If Australia Expert has provided an alternative, but you have decided to book through other platforms/agencies.

If you would like to waive the 10% cancellation fee, we can keep the total amount as credit in our system that will be valid for 1-year from the start of the cancelled tour. (non-transferable / non-refundable)

We can provide an insurance letter to help you get a full refund if you have travel insurance.

## e. Cancellation due to Natural Disasters / Force Majeure

Please note that cancellation and refund policies for natural disasters and force majeure vary for each region, state, and country.

## Cancellation by Supplier

In the case of Natural Disasters (e.g. floods, cyclones, and other disasters.), many service providers do not offer any refunds; therefore, a refund by our service will not be provided unless otherwise required by law. We strongly recommend you take out appropriate Travel Insurance to cover this situation at the time of making your booking.

#### Refund Processing Time

Whilst we usually attempt to process refunds swiftly, situations (such as natural disasters) may result in up to 7 days of processing time. By purchasing a cancellation insurance policy at the time of entry into these terms and conditions, you can reduce all risk of being subject to various fees and unexpected costs due to unforeseen circumstances and changes.

**Note:** We do not process refunds in cash. All payments will be made via an online bank platform. Credit card and other additional fees paid to us when making your booking are non-transferable or non-reimbursable, except as otherwise required by law.

#### f. Dive Cancellations

You understand that if you are refused to participate in a dive booked on your behalf due to any pre or existing medical condition, this will result in a 100% cancellation fee with no refund.

#### Camper / Car Rentals

We can only fully finalise any camper or car rental booking once you have paid a deposit or the total amount. Once paid, we will send you the confirmation email. The remaining balance will be paid before pick-up, in advance, or on arrival, depending on each camper company's conditions. All deposits and payments can be paid in AUS, USD, NZD, EURO or GBP.

#### Service Providers:

We endeavour to package tours that will meet your expectations. However, we take no responsibility for any matters that arise about or during individual tours or arrangements with individual Service Providers. We appreciate your feedback, whether complaints, compliments or suggestions. However, to the extent permitted by law, we will not be responsible to you for any loss, expense or damage you may suffer during any particular tour, accommodation or travel, no matter the cause. These matters are the responsibility of each Service Provider, and you agree that you will not hold us liable in any such circumstance.

#### Travel Insurance:

We endorse the recommendation of the Department of Foreign Affairs and Trade that all travellers take out travel insurance. You are responsible for taking out insurance covering all liability you wish to be insured. We can provide information to you about travel insurance should you require it. It is your responsibility to purchase travel insurance to cover any liability incurred to us or a Service Provider and other travel misadventures you wish to be insured against.

#### **Delays & Claims**

We recommend that you take out insurance that includes cancellation insurance. If your flight is delayed, or your bus cannot depart/is significantly delayed, causing you to miss your tour or activity, you can claim this back with your insurance. We recommend taking out insurance with a low deductible so that it is worth claiming the cancelled tours. Please note, most insurance policies only cover tours and activities booked before your departure to Australia, not what was recently booked during your Australia trip.

#### Prices

We endeavour to package the best value tours available at the best prices and we will do our best to let you know if there is an extra fee to pay on arrival and what that fee will be.

### Payment in Term / Instalment

By choosing to pay for your booking through by terms, you must adhere to the following:

# Payment Schedule, Communication and Cancellation

- a. The total amount will be paid in mutually agreed terms and schedule. If a payment is not received within (7) seven days of the 'due date' and you have failed to rectify the situation, the entire remaining balance becomes non-refundable and non-transferable.
- b. This means that no portion of the amount paid will be refunded and you will not have the option to transfer the remaining balance to another product or service.
- c. It is your responsibility to promptly communicate any issues or concerns regarding payments. If extenuating circumstances may affect the payment schedule, you must contact Australia Expert to discuss possible alternatives.
- c. Cancellation of the instalment plan before completing all payments will result in the forfeiture of all amounts paid.
- $\mbox{\it d}.$  The product or service will be provided once the full payment has been received.

# Passport, Visa Requirements & Driver License:

You are responsible for having a valid passport, visa, (international) driver's licence and other immigration requirements for all transiting and stopover destinations applicable to your itinerary. You should confirm these with the relevant high commissions, embassies and consulates. We do not accept any responsibility if you cannot travel due to not complying with any such requirements.

Your passport must be valid for 6 months or more from your return date to Australia.

## Availability and Business Hours

Office Hours: Our regular business hours are from 9:00 am to 17:00 pm Brisbane GMT 10, Monday through Saturday. Our business hours may vary based on public holidays and specific periods of the year, such as the Christmas period.

Closed on Sundays: Please note that our office is closed on Sundays. We value our team members' well-being and believe in providing them with a day of rest and rejuvenation. During this time, our services will be temporarily unavailable.

While our office is closed on Sundays, we are committed to providing exceptional service. You may still reach us via email at allardtravels@gmail.com / info@australiaexpert.nl for non-urgent matters. We will try to respond to your inquiries promptly on the next business day.

Emergency Assistance: Regarding travel emergencies on Sundays, please refer to the contact information of the Service Provider provided in your travel documentation. Please be aware that the store hours and schedules vary for each Service Provider.

## **Special Arrangements**

Please get in touch with us in advance if you have specific scheduling needs or require assistance outside our regular business hours. We will make every effort to accommodate your requests whenever possible.

You agree to indemnify us from any loss, cost, claim, liability or expense (including legal or debt collection fees on a full indemnity basis) we incur from any Service Provider as a result of, or arising out of, your breach of these Terms or the agreement between you and the Service Provider

You agree to adhere to the outlined Terms and Conditions by engaging in our services.

