

Terms and Conditions

Landmark Travel and Landmark Cruises are trading names for Landmark Travel Pty Limited, ABN 29 105 423 809 incorporated in the State of NSW. Hereinafter "Landmark Travel", "we", and "us" refers to all above entities.

Please read these Terms and Conditions carefully. You must not make a booking unless you understand and agree with these Terms and Conditions.

By paying a deposit you explicitly express your acceptance of these Terms and Conditions for yourself and any other traveller on the booking.

The headings used are solely for ease of understanding and are in no way binding in respect of the content or interpretation of the provisions.

1) The Nature of the Arrangement

- a. Landmark Travel organises travel arrangements ("Booking") for its clients in accordance with the following Terms and Conditions, which are part of the agreement between Landmark Travel and each client.
- b. Landmark Travel engages third party suppliers ("Suppliers"), like airlines, cruise lines, hotels, travel wholesalers, etc to fulfil these arrangements. You expressly authorise us to make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. Whilst all care is taken to select these Suppliers, Landmark Travel can only act as an agent and cannot accept any responsibility or liability on behalf of these Suppliers.
- c. Each arrangement is subject to the Terms and Conditions of the individual Supplier.
- d. Your legal rights in connection with the provision of travel services are against the specific provider and, except in the event 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.
- e. With regards to the Supplier you do not have any rights under the Australian Consumer Law if the Supplier is not based in Australia.

2) Money Matters

- a. Landmark Travel will hold your funds in a dedicated Client Account until dispersed to the Suppliers or returned to you.
- b. When making a booking, you will be required to pay a deposit.

The amount will depend on the type of booking.

- c. The deposit is also subject to Terms and Conditions as well as the cancellation fees of the Supplier.
- d. You will be advised of due dates for interim and balance payments. It is your responsibility to pay these before the due dates.
- e. Any payments that are not made by the due date stated to you could result in your travel arrangements being cancelled or increased in cost.

3) Payment Methods

- a. You may pay by cash, cheque, BPay (cash), debit card or direct deposit without occurring any fees.
- b. If you pay by BPay with your Visa or Mastercard a surcharge of 1% applies
- c. If you pay with your credit card in our office the surcharge is 2% for Visa or Mastercard, 2.65% for Diners and 3% for American Express.
- d. Credit Card companies do not reverse these fees in case of refunds. They charge additional fees.

4) Prices

- a. 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 all prices are subject to change outside our control. Such factors include currency fluctuations, fuel surcharges, taxes and airfare increases.
- b. We will always endeavour get the price of the day for your travel arrangements. However many Suppliers use "Dynamic Pricing" for their products which means that prices can vary widely on a daily basis between your booking date and your travel date.

5) Service Fees

- a. Landmark Travel reserves the right to charge Service Fees.
- b. An up to date Schedule is displayed in the office.
- c. These Service Fees are not refundable in case of cancellation.

6) Cancellation and Change Fees

- a. Should you have to cancel or amend a booking, fees are subject to the Terms and Conditions of each individual Supplier.
- b. In addition Landmark Travel charges a Service Fee of 10% of the total value of the cancelled booking.

7) Travel Insurance

- a. 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. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance.

- b. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive enough.
- c. Landmark Travel will provide quotes for insurance cover of your travel arrangements on request.

8) Travel Advice

- a. We recommend that you contact the Department of Foreign Affairs and Trade or visit their website at www.smartraveller.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.

9) Passports and Visas

- a. It is your responsibility to have appropriate travel documents for your journey.
- b. You must have a valid passport that is accepted in the countries you will be visiting.
- c. Many countries require at least six months validity after your day of return.
- d. You may need to apply for a visa for specific countries.
- e. Even for some “visa free” countries you need to apply for an “electronic travel authority” before departure.
- f. If you are not travelling on an Australian passport ensure that you have a valid re-entry visa.
- g. While we offer general advice and assistance obtaining visas, Landmark Travel cannot not be held responsible or liable for you not meeting the necessary requirements.

10) Health

- a. You must be aware of any health and vaccination requirements in the countries you plan to visit or transit.
- b. Failure to carry all necessary vaccination documentation may result in you being refused entry to a country.
- c. 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 www.smartraveller.gov.au).

11) Liability

- a. To the extent permitted by law, neither Landmark Travel Pty Limited 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).

12) Your Privacy

- a. We respect your privacy to the full extent of the law. While we collect your personal data for the purpose of processing your booking, we will only add you to our mailing list if you specifically agree to this.
- b. We will not pass on any information about you to anyone but the Suppliers unless required to do so by law.
- c. If you authorise us to store sensitive information like passports details and credit cards these details will be stored electronically in encrypted form.
- d. If required to pass sensitive information to Suppliers we will only do so by secure internet connection, phone, fax or email with a password protected pdf.
- e. We may disclose aggregated information about our sales and trading patterns to others.

13) Governing law

- a. If any dispute arises about this agreement or how this agreement applies the laws of the Commonwealth of Australia

and the laws of the State of New South Wales, Australia will apply.

- b. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Commonwealth of Australia and the courts of New South Wales, Australia, and waive any right that you may have to object to an action being brought in those courts.