



Touchdown Tours Booking & Advisory Services - Terms and Conditions Summary

1. References to "us", "we" and/or "our" in these Booking & Advisory Services Terms and Conditions means Touchdown Tours also trading as Cosmos Tours.
2. We are a travel agent. We arrange travel services and sell a Travel Product on behalf of Third Party Travel Providers (Providers) including airlines, tour and cruise operators, car hire companies and accommodation providers. We charge a service fee for providing our service.
3. Once we have booked a Travel Product on your behalf, your contract is then with the Provider of those services.
4. Your rights to amend or cancel your Travel Booking and the cost of doing so will be governed by the Provider's terms and conditions. The Provider's terms and conditions may be non-refundable or may have amendment and cancellation fees. It is important that you understand this when entering into a contract with us. These fees are in addition to amendment and cancellation fees charged by us, outlined in the Schedule of Professional Service Fees.

Agency

5. We provide you with Booking & Advisory Services that allow you to acquire Travel Products from a Provider. We act as agent for the Provider.
6. By acquiring Booking & Advisory Services from us, you agree that you have read and understood our terms and conditions and the terms and conditions of the Providers.

Fees and Commissions

7. We charge a fee for providing the Booking & Advisory Services to you. The fee is non-refundable, even if the Travel Product is not used.
8. Our main fees are outlined in the Schedule of Professional Service Fees. There may be other fees in addition to these if and when additional work is required.
9. We may receive a commission from Providers in respect of your booking. Any earnings by us in respect of your travel services are non-refundable in the event of cancellation.

Liability of Agency and Limitations of Liability

10. We are responsible for providing Booking & Advisory Services in accordance with these terms and conditions.
11. Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete booking when that failure is due to circumstances beyond our control.
12. Subject to the application of consumer guarantees which may be implied into the supply of Booking & Advisory Services to you, we are not otherwise liable to you or anyone else for any loss or damage which is suffered directly or indirectly in connection with the:
 - a. the delivery or non-delivery of the Travel Product; or
 - b. any act or omission of Providers or other third parties.
13. Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded, we shall not be liable for any inconvenience, delay, loss, death, injury or damage to you or your



belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party suppliers, force majeure or any other event which is beyond our control.

14. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection law.

Liability of the Provider

15. Once you have acquired Booking & Advisory Services from us, the Provider will provide you with the Travel Product on the terms and conditions agreed between you and the Provider. You should obtain and read the Provider's terms and conditions before acquiring Booking & Advisory Services from us.

16. The Provider is liable to you for a breach of obligations in providing you with the Travel Product.

17. As an agent of the Provider, we have no control over or liability for, the services provided by Providers. We cannot guarantee the performance of the Provider and we have no liability in respect of the supply of any Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any provider of travel services or products by Providers. All bookings with us are subject to the terms and conditions and limitations of liability imposed by the Provider.

Booking Terms

18. The Travel Products offered are subject to availability and can be withdrawn without notice by the Provider. Travel Products may also change at any time in accordance with the Providers terms and conditions.

19. When making a booking, you must provide details of each traveller correctly. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's details. It is your responsibility to check all documentation to ensure it is correct, and let us know if anything needs amendment. Fees apply to amend your details once documentation has been issued.

20. Travel Products obtained through the Booking & Advisory Services are not guaranteed until payment has been made in full and documents have been processed.

21. It is your responsibility to ensure there are no changes to scheduled departures times for flights, tours, ferries etc. We suggest you reconfirm services prior to departure.

22. Most airlines offer only electronic confirmation of your reservation, or 'e-ticketing'. We cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number after making a booking. It is your responsibility to advise us if you have not received your e-ticket confirmation.

23. When making a booking you must advise your consultant of any medical, dietary or mobility conditions you may have.

24. When making a booking you must advise us if you are pregnant.



Payment Terms

25. All pricing is reflected in Australian Dollars unless otherwise specified.
26. All pricing is inclusive of goods and services tax (GST), or other such value added taxes where applicable, unless otherwise stated.
27. Payments processed in foreign currency (currency other than the original card holders country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.
28. A credit card or debit card fee may also be charged by certain Providers and low cost carriers. You will be notified of such charges prior to your purchase.
29. All charges, including the credit card fees, may be in another currency (e.g. EUR), which we will provide an estimate for in Australian dollars.

Refunds and Credits

30. If you cancel your Travel Product, your right to a refund or credit is subject to the terms and conditions of the Provider.
31. If the Provider is required to provide you with a refund or credit for the Travel Product, we will liaise with the Provider to arrange that refund or credit. Where you are entitled to a refund, we are unable to provide you with this refund until we receive it from the Provider. Please note that most Providers take 60 – 90 days to process any refund.
32. Any refund or credit will be subject to these terms and conditions and will not include the Booking & Service Advisory fee, credit card fees or any other earnings received. You may also be charged a cancellation fee by the Provider.
33. Where refunds for unused services are allowed, a service fee may be charged by the Provider against the value of the refund.

No Show

34. If you have a booking for a Travel Product (including flights and accommodation) but you do not show up to check-in or otherwise do not avail yourself of such Travel Product, you will not be entitled to any refund from us. Furthermore, airlines and other Providers may also charge significant additional fees to rebook any no-show service.

Cancellation and Amendments

35. If you amend or cancel your Travel Product, we reserve the right to charge cancellation fees.
36. The Provider may charge cancellation and amendment fees in accordance with the terms and conditions agreed between you and the Provider. These will be in addition to the fees charged by us. We are not liable for any cancellation fees or refusals to refund made by the Provider.
37. Many Providers treat name changes and route and/or itinerary alterations as a full cancellation and these can incur full cancellation charges.

Force Majeure

38. We will not be liable for any failure or delay in performing our obligations in booking the Travel Product that is due to events beyond our control.



39. If a force majeure event occurs that affects your booking, your entitlement to a refund, a credit or re-scheduled travel booking will depend on the Provider's terms and conditions.

40. If your booking is impacted by a force majeure event and you are entitled to a refund or credit from the Provider, we will facilitate this refund or credit. We may charge a fee for service in this case.

41. The Booking & Service Advisory fee, credit card fees or any monies earned by us are non-refundable in the circumstance that a force majeure event occurs.

Hotel/Accommodation Bookings

42. Some Providers will require an additional charge to be paid locally (e.g. a resort fee) at the time of check in or check out. This amount is in addition to the amount shown during the booking process under the 'total booking cost' amount.

43. There may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking (e.g. local taxes, sales tax etc.). Any local taxes will be payable by you directly to the Provider at the time of check in/check out.

Changes in Price and Itineraries

44. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.

45. If a Provider changes any part of your booking for reasons beyond its control, we will use our reasonable endeavours to notify you. If any such changes result in your Travel Product costing more or otherwise being materially different, then you may cancel the Travel Product. Any refund would be subject to the Travel Provider terms and conditions.

46. These terms and conditions are subject to variation at any time. Any variation will be displayed here, and you will be deemed to have accepted a variation if you have made a booking after it has been displayed.

Your Obligations and Warranties

57. You warrant to us that:

- a. you are at least 18 years old and have the power, capacity and authority to enter into a binding contract with us and with the Providers of the Travel Products that you acquire;
- b. you have read and understood these terms and conditions and if booking on behalf of third parties, you have conveyed these terms and conditions to them;
- c. the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process;
- d. you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover; and e. you will use the Booking & Advisory Services in accordance with these terms and conditions and you will not use the Booking & Advisory Services in any way to breach any laws or defame anyone.

Jurisdiction and Law

48. All matters arising out of or in connection with the Booking & Advisory Services and these terms and conditions are governed by the laws of Victoria, Australia. By acquiring the Booking & Advisory Services, you consent and submit to the exclusive jurisdiction of the laws of Victoria, Australia.



Definitions

"We" and "us" means Touchdown Tours, also trading as Cosmos Tours.

"You" or "your" means any user of our Website or any person who acquires the Booking & Advisory Services, including any person who acquires a Travel Product (whether or not the Booking & Advisory Services were acquired by another person).

"Booking & Advisory Services" means services provided by us to you in assisting you to acquire a Travel Product from a Provider and includes advisory and consulting services.

"Force Majeure" means, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, adverse weather conditions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, **explosion and generalised lack of availability of raw materials or energy.**

"Travel Provider" or "Provider" or "Providers" means the company or person who provides you with the Travel Product on terms and conditions agreed with you.

"Travel Product" means the service or product provided by a Provider, for example, an airline or a hotel.

"Website" means our website www.touchdowntours.com.au

Schedule of Professional Service Fees

<u>Service Fees</u>	\$45 Domestic/Trans-Tasman airfare per person
	\$75 - \$110 International airfare per person
	\$75 Domestic/Trans-Tasman business class airfare per person
	\$220 International business class airfare per person
	\$330 per person International package, tour or cruise per booking
	\$110 - \$220 Other Services per person
	\$110 Itinerary planning per booking
	All fees & services are in addition to Provider and credit card fees.

Reservation Deposit & Balance

For all bookings a payment of a deposit of \$220 per person or 15% (whichever is higher) at time of booking. This deposit is non-refundable. The balance of your booking fee is usually due 90 days prior to departure, or earlier if so specified by Provider's Terms & Conditions.

Amendment Fees & Changes

Domestic/Trans-Tasman bookings will incur a fee of \$45 per passenger per person
Changes to International bookings will incur a fee of \$110 per passenger per person
All fees & charges are in addition to Provider and credit card fees.

Cancellation Fees

Domestic/Trans-Tasman flights will incur a fee of \$110 per person
Domestic/Trans-Tasman packages will incur a fee of \$350 per person; non-refundable if cancelled 60 days or less prior to departure.
International flights will incur a fee of \$250 per person
International packages are subject to cancellation fees advised at the time of booking.
All fees & charges are in addition to Provider and credit card fees.

Credit Card Fees

Visa - an additional 2% applies
Mastercard - an additional 2% applies
American Express - an additional 4% applies



ANNEXURE- TRAVEL TIPS FOR TRAVEL PRODUCTS

These tips set out below are NOT legally binding terms and conditions.

Passports, Visas and Health Requirements

It is your responsibility to ensure that you have the required documents, including visas and passports, before travelling to a destination. For more information please log on to www.dfat.gov.au and www.smarttraveller.gov.au. Please check with the respective Embassy or Consulate of each country that you are travelling to, as many destinations require visas for both Australians and non Australian passport holders. For more information, log on to www.visalink.com.au. You need to ensure that you have at least 6 months validity on your passport from the date of your departure return.

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. You need to contact your local doctor who will advise you of these requirements. Please note that vaccinations may be recommended before your travel departure date.

Travel Advice

We recommend that you contact the Department of Foreign Affairs and Trade (DFAT) or visit their website at www.dfat.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. Ticketing For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. All other travel documentation, such as hotel booking confirmations, will be emailed to the email address you provided as an e-document.

Baggage Allowance varies from airline to airline and in many cases the airfare you have paid may not include the cost to cover checked baggage. Please check with your Travel Advisor and/or the airline providing your flights for the allowances.

Travel Advice We recommend that you contact the Department of Foreign Affairs and Trade (DFAT) or visit their website at www.dfat.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit.