

## BOOKING TERMS AND CONDITIONS

Please read these booking terms and conditions carefully as they set out the basis upon which bookings are accepted by Island Escapes Pty Ltd A.C.N. 106 125 142.

**1. Parties.** The parties to this agreement are you and Island Escapes, where "Island Escapes", "the Company", "we", "our", or "us" means Island Escapes Pty Ltd A.C.N. 106 125 142 and its employees and agents, and "you", "your", a "client" or a "passenger" means any person taking advantage of and/or receiving the benefit of the services offered by Island Escapes and any other persons included in a booking through Island Escapes. If you are using the services of a travel agent, the agent deals with Island Escapes as your agent at law, and not as the agent of Island Escapes. **2. Application & Acceptance of Terms and Conditions.** Any services supplied to you by Island Escapes are supplied pursuant to these booking terms and conditions. The booking of travel arrangements with Island Escapes shall be an acknowledgement that either you (or your travel agent as your agent) have read and accept these terms and conditions. Island Escapes reserves the right to vary the terms and conditions from time to time. Island Escapes accepts the following forms of payment: cash, cheque, money order, Visa, MasterCard, and American Express. The authorization to use a credit card indicates your compliance with our booking terms and conditions. **3. Brochure Veracity, Validity & Accuracy** This brochure is valid from 01 January 2015 to 31 December 2016. Island Escapes has sought to ensure the brochure's accuracy at the time of printing, however we will not accept responsibility for any errors, either those arising from printing or typographical errors, changes since printing, or otherwise, and you agree not to hold us responsible for such matters. **4. Brochure pictures, maps, hotel locations.:** Maps in the brochure are provided for general information and are only an approximate guide. The maps are not to scale. **5. Hotel rooms, bedding and other descriptions** Hotel descriptions, room photographs and any facilities featured are based on information available at the time of printing and are subject to change. Hotel photographs may not necessarily reflect the standard of any room purchased. The bedding guide in the brochure is indicative only, and is subject to change without notice and to reservations at the hotel and/or other circumstances beyond our control. Prices are based on existing bedding in the room. Any requests for alternative arrangements are to be made at the time of making your booking. Such requests will be subject to availability and may incur additional charges. Island Escapes does not own nor operate hotels or other accommodation and makes no representation or warranty as to hotel descriptions and features or the availability, cost or standard of bedding arrangements, and you agree not to hold Island Escapes responsible for any such matters. **6. Standard of Services:** Standards of service on your holiday are based upon factors outside of Island Escapes' control. Island Escapes does not own nor operate the airlines, cruise lines, hotels, sight seeing, shipping, transfer, vehicle hire services and the like whose transport, accommodation, meals or other services you may receive on your holiday, and Island Escapes makes no warranty or representation as to the standard or fitness for purpose of such services, and you agree not to hold Island Escapes responsible for such matters. **7. Destination:** Island Escapes make no warranty or representation as to the safety, weather, requirements of any overseas country or governmental authority, overseas laws and policies or any other conditions or matters that may exist or occur at any destination and you agree not to hold Island Escapes responsible for any such conditions, requirements, laws policies or matters. You should obtain your own travel advice from, but not limited to, such sources as the Australian Department of Foreign Affairs and Trade. **8. Changes in Price, Holiday Itineraries and other variations:** The nightly cost price indicator is a guide only and is based upon the lead in (cheapest) room available for purchase through Island Escapes. Not all available room categories at that hotel may fall into the price indicator range and 'prices from' may be restricted to certain times for travel. Except where expressly noted otherwise, prices are in Australian dollars and are subject to change without notice. Currency fluctuations may affect the price of your booking. Island Escapes reserve the right to adjust its prices as necessary at any time. Island Escapes also reserves the right to pass on any costs imposed by airlines for ticketing, plus a service fee, GST and other imposts. Government taxes and charges imposed by third parties are also subject to change, and Island Escapes reserves the right to pass on such charges. Any verbal estimate of price is an estimate only which will be subject to a written confirmation. The price of your holiday will not be finalized until full payment is received by Island Escapes. Any verbal estimate of resort availability or availability of other accommodation or services is an estimate only, which will be subject to a written confirmation. You should be aware that airlines, cruise lines, hotels, sight seeing, shipping, transfer, vehicle hire services and the like make schedule and other changes beyond Island Escapes' control and you agree not to hold Island Escapes responsible for such matters. If circumstances require us to make changes to your holiday, we reserve the right to cancel or reschedule departures and itineraries. Where it is necessary to change a hotel we reserve the right to substitute accommodation of at least a similar standard. **9. Deposit & Balance of the Holiday Price:** No monies shall be taken to have been received by Island Escapes until we are in possession of cleared funds. A deposit of \$150 (inclusive of GST) per person is payable within seven (7) days of confirmation of your reservation. Island Escapes reserves the right to cancel your booking without notice to you if payment of the deposit has not been received by Island Escapes within the time prescribed. Island Escapes requires payment of the balance of monies due no later than forty five (45) days prior to departure. In the event the balance of monies due has not been received by Island Escapes by the due date, Island Escapes reserves the right to cancel the booking without notice to you and to apply the appropriate cancellation charges. All package prices quoted are based on payment being made in cash. An additional 1% credit card service fee will be applied to the dollar amount paid by credit card. **10. Late Bookings:** Bookings made within forty-five (45) days of departure will only be accepted if full payment is received by Island Escapes at the time of reservation. For international bookings made within seven (7) days of departure a service fee of \$50.00 (inclusive of GST) will apply. **11. Cancellations, Alterations, Refunds and**

Island Escapes accepts no responsibility for these matters or for refusal of entry into the country/countries of your destination and you agree not to hold Island Escapes so responsible. **16. Credit Card Required:** To secure payment for items not included in the price of your holiday, certain services providers, including such as airlines, cruise lines, hotels, sight seeing, shipping, transfer, vehicle hire services and the like may require validation of a current credit card. Island Escapes does not accept responsibility for any consequence of this practice, and you agree not to hold Island Escapes responsible for such consequences. **17. Reward Programs/Frequent Flyer Points:** Airfares forming part of any booking may or may not attract reward programs/frequent flyer points. It is your responsibility to check whether any airfares do or do not include reward programs/frequent flyer points. Reward programs/frequent flyer points are not within the control of Island Escapes and you agree not to hold Island Escapes responsible for any such matters. **18 Information Island Escapes Collects:** The types of personal information that Island Escapes may collect from you will depend on the circumstances of collection and on the type of service you request from Island Escapes. Such information may include, but is not limited to, details such as your name, date of birth, gender, contact details, address, image, flight and other travel details, credit/debit card number and expiry date, billing address, telephone numbers, Frequent Flyer number or other loyalty program membership details, dietary requirements (if any) and health issues relevant to your travel arrangements. **19 How we collect personal information:** Island Escapes may collect personal information about you when you use Island Escapes' services or make or update a booking to use our services, submit a quote or other communications with Island Escapes, fill out medical and other forms associated with your travel, visit our websites, or otherwise interact with us. As well as collecting information directly from you, there may be occasions when we collect information about you from a third party. These third parties may include: travel agents and other people who make or update travel or freight bookings on your behalf, or otherwise interact with us on your behalf, including when you make an inquiry with a travel agent but do not proceed to a booking. **20. Disclosure of Personal Information:** As Island Escapes is required by law to obtain your consent to the collection of "sensitive information" Island Escapes will rely upon paragraph 2. herein, that is the booking of travel arrangements with Island Escapes shall be an acknowledgement that either you (or your travel agent as your agent) have read and accept these terms and conditions and have consented to the collection of all information which is provided to us for use in accordance with these Terms and Conditions and/or in connection with your holiday. You authorize Island Escapes and/or its servants and agents to make such disclosure on your behalf and agree that such disclosure shall not constitute a breach of confidence or duty and that you will not hold us liable for such disclosure, whether pursuant to the *Privacy Act 1988 (Cth)* (as amended by the *Privacy Amendment (Private Sector) Act 2000 (Cth)*), in tort, in contract or under any equal opportunity or other legislation. You authorize and acknowledge that Island Escapes may transfer outside Australia Personal Data collected for the purposes of your holiday, and further your allow parties outside Australia to have access to such Personal Information, without the prior written approval, so long as such information is required for the purposes of performing obligations in connection with and related to your holiday. Island Escapes takes all reasonable steps to ensure the security of all information it collects from risks such as loss or unauthorised access, destruction, use, modification or disclosure of data. However, no data transmission over the internet or information stored on servers accessible through the internet can be guaranteed to be fully secure. These activities are undertaken at your risk. Island Escapes will, on request, provide you with access to the information it holds about you, unless there is an exception which applies under the National Privacy Principles, including for the purpose of correcting or updating that information. Island Escapes may recover from you its reasonable costs of supplying you with access to this information. Island Escapes takes all reasonable steps to ensure that only authorized employees are permitted to access personal information, and they may only do so for permitted business functions. Island Escapes may also disclose your personal information to its suppliers and third parties that perform other services for Island Escapes in connection with the sale and provision of all of Island Escapes' services, including third parties who: (i) provide customer service; (ii) provide information technology services such as airline related systems, data storage, distribution services, passenger and freight booking and processing systems, communication networks, software and system development, maintenance and support, and information processing, analysis and reporting; (iii) provide services in the course of investigating a complaint or a security incident. Where such parties are located overseas, you may have rights to enforce such parties' compliance with applicable data protection laws, but you may not have recourse against those parties under the Australian Privacy Act in relation to how those parties treat your personal information. (iv) external service providers, including those providing billing services, catering services, chauffeur services, airport lounge operations, and ground handling services (such as check-in agents, freight handling and special assistance). If you do not consent to the use or disclosure of such personal information by Island Escapes in accordance with these terms and conditions, Island Escapes may not be able to provide to you the services or entitlements set out in these terms. **21. Entire Agreement:** These terms and conditions constitute the entire agreement between you and Island Escapes, and, to the fullest extent permitted by law, there will be no variation of or addition to the terms unless agreed by us in writing. Please note that no supplier, travel agent or their employees or agents are authorised to make any warranty or representation on our behalf. You have read and agree to the terms and conditions and warrant that all information provided by you to Island Escapes is true, complete and correct. You request Island Escapes to accept your booking and upon acceptance by Island Escapes, you agree to be bound by these booking terms and conditions. **22. Severability:** To the fullest extent possible any part hereof being a whole or part of a clause shall be capable of severance without affecting any other part of these terms and conditions. **21. Third Party Providers:** You acknowledge and agrees that Island Escapes may utilise Third Party Providers in relation to and in connection with your

**Reissues:** Prior to Final Payment: If you cancel your holiday at any time you will forfeit your deposit and may also forfeit deposits paid to third parties. After Final Payment: In addition to forfeiting your deposit you may be liable for cancellation fees charged by airlines, cruise lines, hotels, sight seeing, shipping, transfer, vehicle hire services, and the like, amounting to all or a portion of monies paid. Once Your Holiday has Commenced. No refund whatsoever is available for a cancellation after the date of commencement of the holiday package, or in respect of any itinerary item, fares, accommodation or any other service not utilised. Document reissue fees: After documents have been issued for bookings, Island Escapes will charge a fee of \$25.00 (inclusive of GST) per booking, in addition to any charges levied by hotels, ground/cruise operators or airlines. A document reissue means an alteration to an existing booking and not a transfer to another package. Transfer to another package may incur cancellation fees as well as a reissue fee of \$25.00 (inclusive of GST). Land only service fee: A service fee of \$20.00 (inclusive of GST) per booking will be applied. Land only bookings must include a minimum of one nights' accommodation or one days' car hire. Sundries Fee: At Island Escapes' absolute discretion, and regardless of whether a reservation is made, a service fee of \$30.00 (inclusive of GST) may be charged where multiple attendances, telephone calls, letters, facsimiles and/or emails are required to make a reservation. **12. Items not included in the price of your holiday:** Airfares, departure taxes and associated taxes not detailed in the itinerary; passport, visa and other governmental fees; insurance; room service, telephone calls, laundry and other hotel charges not detailed in the itinerary; meals and beverages not detailed in the itinerary; gratuities; excess baggage charges; any costs expenses or losses incurred in the event of your illness or injury; any costs expenses or losses arising from your being refused access to or being removed from removed from any location; and any other cost, expense or loss of whatever nature not specifically included in the itinerary. Island Escapes does not accept responsibility for any expense, cost or loss incurred in relation to such matters and you agree not to hold Island Escapes so responsible. **13. Passport Names:** It is your responsibility to ensure all names being used to make a booking with Island Escapes are exactly the same as those appearing in the relevant passport. Any name/initial or spelling changes will incur a \$75.00 (inclusive GST) per fee per change, together with any fees which may be imposed by airlines or other parties with respect to the change. **14. Insurance:** It is your responsibility to arrange your own insurance. Island Escapes recommends adequate coverage against losses through such things as cancellation charges, baggage loss, medical expenses and theft. Island Escapes does not own or operate an insurer and you agree not to hold us responsible for any decision made by insurers. **15. Visas and Health Requirements:** It is your responsibility to find out about applicable visa, passport, customs, quarantine, health, immigration and other requirements of countries you are intending to visit or pass through.

Holiday. **23. Limitation of liability:** To the fullest extent permitted by Law, Island Escapes excludes all liability for any loss or damage whatsoever (including but not limited to loss or damage to property of whatsoever nature, physical and psychological injury, economic loss, disappointment or inconvenience) that may arise in any way (including but not limited to breach of contract, breach of statutory duty or negligence) in connection with the offer or supply of goods or services through or by Island Escapes or by any third parties. Should the law impose an obligation upon Island Escapes which may not be excluded, then to the fullest extent permissible by law, Island Escapes' liability is limited, at the discretion of Island Escapes, to a maximum of a refund of monies paid by you to Island Escapes or the re-supplying of the relevant goods or services, whichever is the lesser. Without limiting the generality of the above Island Escapes does not accept responsibility or liability, and you will not seek to hold Island Escapes responsible or liable, for any acts, omissions or defaults of service providers such as airlines, hotels, site seeing, shipping, transfer, vehicle hire services, or cruise lines and the like, whether negligent or otherwise, or for your acts, omissions, defaults, conduct, state of health, condition or other circumstance or for any events beyond Island Escapes' control. **24. Governing Law and Jurisdiction:** These terms and conditions are governed by the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of Victoria and Courts of Appeal from those Courts and waive any right they may have to claim that those Courts are an inconvenient forum.. **25 Indemnity:** You agree to indemnify Island Escapes, agents, officers, employees and other authorised representatives against all claims, suits, demands, damages, liabilities, costs or expenses arising in any way out of or in any way connected to your booking through Island Escapes and or any other services provided by Island Escapes to you. **26. Booking Terms & Conditions:** Island Escapes may at any time and, in its absolute discretion modify or amend the terms and conditions upon which goods or services are supplied to you including these terms of use and such modifications will be binding upon you once displayed on this web site ([www.islandescapes.com.au](http://www.islandescapes.com.au)). You should regularly check the terms and conditions displayed on this web site. **27. Access to Information and Dispute Resolution:** Any queries in relation to access to your personal information or a complaint about a breach of your privacy/other matter or in order to query on how your personal information is collected or used please forward your complaint or query to: Island Escapes, P.O. Box 486, Ashburton, VIC 3147. **28. Other Agreements:** If there is any inconsistency between these terms and conditions and any other booking order submitted by you (whether in writing, verbally or otherwise) or any other arrangements between the parties, these terms and conditions prevail unless specified in writing and signed by the parties.