

Cathie Rice Travel Terms & Conditions

Introduction

Cathie Rice Travel acts as a selling agent for various travel products – these include but are not limited to services provided by airlines, cruise ships, tour operators, hotels and other transport operators (“Provider”). These terms and conditions set out the contract terms between you and Cathie Rice Travel. You will be bound by these terms and conditions.

You will also be bound by the Provider’s terms and conditions which Cathie Rice Travel will provide to you at the time of booking. The terms of your contract with the Provider will be those which are contained in the Provider’s terms and conditions.

The terms of your contract with the Provider will not apply to your contract with Cathie Rice Travel. Your contract with Cathie Rice Travel will be governed solely by these terms and conditions.

Appointment as agent

You agree to appoint Cathie Rice Travel as your agent with authority to book services with Providers on your behalf, and to make changes and amendments to those bookings from time to time.

You agree to pay the cost of services booked by Cathie Rice Travel on your behalf with Providers, including costs and expenses incurred in relation to amendments and changes to bookings when those changes are made on your instructions or with your authority or are unavoidable in order to ensure your safety as a result of circumstances outside of the control of Cathie Rice Travel.

Force Majeure

Travel can be impacted by events and circumstances beyond the control of Cathie Rice Travel. Cathie Rice Travel will not be liable for any costs, expenses, loss, liability, damage, injury or death which you incur arising out of or caused by events beyond the control of Cathie Rice Travel including without limitation weather events, strikes, accidents, war or terrorism, civil or military disturbances, Pandemics or Acts of God.

Cathie Rice Travel will not be required to refund any monies paid by you to Cathie Rice Travel in respect of travel services even when any of the force majeure events described in this clause occur. You bear the risk of those events.

Travel advice Cancellation Fees

Cancellation fees are likely to be incurred on all confirmed reservations or bookings if changes are made after booking. Further, some tickets may be non-refundable or non-transferable. It is important that you check the position with us before you confirm arrangements and/or before you cancel any confirmed reservations. Please read the specific conditions detailed in the Provider’s terms and conditions in relation to your travel arrangements.

Cathie Rice Travel may charge its then current cancellation fee to you for cancellation of any arrangements made with a Provider. This cancellation fee is not payable by the Provider and will be an out of pocket expense to you.

Changes to reservations

If you wish to change or amend a confirmed reservation you are likely to incur fees from the supplier. In some cases it may not be possible to change reservations or to cancel the arrangements. You should always check the cost before requesting changes. Please read the specific conditions in the Provider's terms and conditions. Cathie Rice Travel reserves the right to charge amendment or cancellation fees for the service provided by us – these are in addition to any fees charged by the Provider.

Commission income

Cathie Rice Travel receives a commission on sales and bookings with Providers as income – this ranges from 1 – 12% of the price paid by you to the Provider and is paid to us by the Provider at time of your final payment. Cathie Rice Travel gets paid an income to book travel arrangements, regardless of whether those travel arrangements are later cancelled or do not occur. Commissions paid to Cathie Rice Travel are not refundable should you or the Provider cancel your arrangements, including because of circumstances beyond your or the Provider's control (see Force Majeure clause above).

Prices

Prices quoted by Cathie Rice Travel are valid at time of quoting/booking but are subject to change without prior notice until final payment is received.

From time to time, Cathie Rice Travel may provide you with a list of prices for services provided by Cathie Rice Travel where fees are payable by you for those services (such as, for example, changing or cancelling bookings, and rebooking). These fees may not be included within the price payable by you to a Provider. You agree to pay Cathie Rice Travel the prices as set out in the price schedule provided to you. Cathie Rice Travel reserves the right to update and replace a price schedule from time to time and you will be bound by the amended price schedule from when it is provided to you.

Monies due to Cathie Rice Travel are payable in accordance with the terms of invoice and otherwise within 7 days of invoice.

Deposits

Cathie Rice Travel reserves the right to require a deposit in addition to any deposits required by a Provider ("CRT Deposit"). The CRT Deposit will be deducted off the balance of your invoice (no additional cost) but will be retained by Cathie Rice Travel (non-refundable) in the event that the travel or other services are not provided by the Provider.

For example, Cathie Rice Travel may request a CRT Deposit of \$100.00 to cover service charges payable to Cathie Rice Travel, which will not be refunded if the travel or other services are later not provided. The CRT Deposit will be deducted from the cost of the travel or other services payable to the Provider and there will be no additional cost to you if the travel or other services are provided. If the travel or other services are cancelled, Cathie Rice Travel will retain the CRT Deposit as payment for services provided by Cathie Rice Travel.

Payment

As a result of recent changes to RBA rules and credit card interchange pricing, the following merchant charges apply:

Payments made by credit card incur the following merchant charges:

Visa, MasterCard 1.4%

American Express 1.8%

You can now make credit card payments direct by pasting the following link into your browser
<https://pay.travelpay.com.au/CATHIER>

If you choose to pay by cash or direct deposit, then please discuss at the time of payment what options you have to protect your funds that will be paid out to the various suppliers.

Bank Account Details:

Westpac Bunbury - Cathie Rice Travel

BSB: 036 122 ACC NO: 222 394

If payment is made by direct deposit a copy of any transaction must be either emailed to sales@cathiericetravel.com.au , use your surname as the reference.

Payments made by you to Cathie Rice Travel are the property of Cathie Rice Travel and are not held on trust unless Cathie Rice Travel is required to hold funds in trust by the terms and conditions of its contract with the Provider or the funds are otherwise paid into a trust account. Where you provide Cathie Rice Travel with funds, Cathie Rice Travel will pay the Provider upon provision of the service by the Provider or otherwise when required by your contract with the Provider.

Taxes

Airline taxes are subject to change and will be confirmed at the time of issue of your ticket/s. Local taxes may be payable at airports and should make your own arrangements to for payment.

Insolvency of Provider

Once your funds are paid to a Provider, Cathie Rice Travel is not liable to you if the Provider is or becomes insolvent and you are unable to obtain a refund of monies paid, or the goods or services you contracted for.

Monies paid by you to us for payment to a Provider, or paid by you direct to a Provider, are paid at your own risk. You should refer to the terms of your travel insurance if applicable.

Refunds by Provider

Once your funds are paid to a Provider, Cathie Rice Travel is not responsible for obtaining a refund of monies from the Provider if the service is not provided or is not provided to your satisfaction. Cathie Rice Travel will endeavour in our discretion to assist you with communications with the Provider but is not liable to refund monies which have been paid to the Provider. In particular, Cathie Rice Travel has no obligation to provide you

with a refund of commission or fees paid by you for services provided by Cathie Rice Travel, or for commissions paid by the Provider to Cathie Rice Travel, except to the extent that the refund is payable to you as a result of the negligence or breach of contract of Cathie Rice Travel.

Monies paid by you to us for payment to a Provider, or paid by you direct to a Provider, are paid at your own risk. You should refer to the terms of your travel insurance if applicable.

Travel Insurance

Cathie Rice Travel recommends that you take out a travel insurance policy at the time you pay for your travel. You should ensure that such insurance will protect you against medical expenses arising from sickness or injury during your travel and protect you against loss or damage to your belongings. The Department of Foreign Affairs & Trade also strongly recommend you take out travel insurance.

You should be aware that travel insurance will not cover all costs, expenses and losses in relation to cancellation of travel, medical assistance and other events covered by the travel insurance policy. You should read the exclusions on the insurance policy carefully and consider the risk inherent in travel.

Passports & Visas

It is your responsibility to ensure you have the required documents before travelling to a destination. Cathie Rice Travel may be able to assist with general enquiries but it is your responsibility to check, regardless of what you may be advised by us or others. You should assume that you will need a visa and we recommend that you make enquiry on the Smart traveller website.

You will generally not be permitted to board plane/vessel unless you have a minimum of six months' validity on your passport. Travel on a foreign passport may require a re-entry visa upon return to Australia. It is your responsibility to inform us if you have or expect passport or visa difficulty.

Frequent Flyer

It is your responsibility to advise us of your Frequent Flyer and similar program details. Cathie Rice Travel will not be responsible for any inability to claim points or rewards. You must tell us of these details before a booking is made with a Provider.

Your Responsibility

You are responsible for checking the accuracy of all documents provided to you and all booking information provided by you to Cathie Rice Travel. We recommend that you cross reference your booking information with your passports.

No warranty of Provider's services

Cathie Rice Travel does not warrant or guarantee the performance of services offered by any Provider and will not be liable if you suffer loss, injury, inconvenience or disappointment as a result of any acts or omissions of a Provider. Cathie Rice Travel is not liable for any negligence, misconduct or breach of contract by a Provider.

As a condition of Cathie Rice Travel agreeing to book services with a Provider on your behalf, you agree to indemnify and keep indemnified Cathie Rice Travel from and against liability arising in relation to costs, expenses, loss, injury, death or disappointment which you may suffer as a result of or arising out of the provision of goods or services by a Provider, except to the extent caused by the negligence or breach of contract of Cathie Rice Travel.

Limited Warranty

Where Cathie Rice Travel provides a service to you (typically a booking service or travel advisory service), the consumer guarantees contained in the Australian Consumer Law will apply to those services. Cathie Rice Travel will provide its services:

- with acceptable care and skill;
- in a manner which is reasonably fit for the specified purpose; and
- within a reasonable time.

You may have remedies available to you under the Australian Consumer Law if those guarantees are not met. Please note that Cathie Rice Travel is only required to comply with the consumer guarantees in relation to the services provided by Cathie Rice Travel, and not the services provided by the Provider.

Travel advisory services provided by Cathie Rice Travel:

- are of a general nature only and will be provided based on the information which is available to Cathie Rice Travel at the time;
- may recommend the services of Providers with whom Cathie Rice Travel has an agency or other relationship (pursuant to which Cathie Rice Travel may be entitled to payments and commissions) in preference to services provided by other providers;
- will not guarantee the quality of the travel and other services provided by other parties including Providers; and
- will not canvass all market options available to you for recommended services.

Liability

To the extent permitted by law, the liability of Cathie Rice Travel to you for loss, damage, liabilities, costs, expenses, injury or death (including consequential loss and including damages in respect of disappointment, loss of luggage, loss of currency, money or money equivalent, damages for disappointment or inconvenience), whether arising in contract, tort (including negligence) or from any other cause, is limited to:

- the aggregate of monies paid by you to Cathie Rice Travel;
- the extent of the remedies available to you pursuant to the Australian Consumer Law;
- 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.

Interest on late payment

If money due to Cathie Rice Travel for services provided by Cathie Rice Travel to you is not paid on or before the due date for payment, interest will accrue on the outstanding money at 15% per annum calculated daily and payable upon demand.

Cathie Rice Travel may charge you costs and expenses incurred in relation to the recovery of monies due, including legal costs and expenses on a solicitor and client basis.

Governing Law

The laws of Western Australia apply and the parties submit to the non-exclusive jurisdiction of the Courts in the State of Western Australia and the Commonwealth of Australia.

I, _____ agree that I have read and understand the Cathie Rice Travel terms and conditions in relation to my booking. By providing payment I acknowledge that I am bound by these conditions on behalf of all travelling person/s.

Sign: _____

Date: _____

For bookings received by email and where you are unable to sign – please reply advising “I agree YES to all booking terms and conditions and my itinerary is correct”