1. Who we are

Minas Travel is an Australian registered travel business who is ATAS accredited and a part of IATA and AFTA. The name, ABN and other contact details are set out on the website/Facebook page and will also appear on the booking confirmation documents you complete with.

2. How we work for you

Minas Travel provide you with travel advice and booking services that allow you to buy travel products such as flights, car hire, cruises/tours/experiences, and accommodation from third-party travel providers. We act as an intermediary between you and each third-party travel provider helping you to tailor, negotiate and book travel services with third-party travel provider(s).

We prepare customised itineraries and provide expert travel advice. All travel products that you authorise **Minas Travel** to book on your behalf are subject to separate terms and conditions issued by the third-party travel provider. When you confirm your booking through **Minas Travel** a contract is formed between you and the third-party travel provider. The terms and conditions of that contract are important. They set out rules and restrictions about your use of the travel products, your refund and cancellation rights and other conditions for travel. It is your responsibility to make sure you have read and understood those terms and conditions before confirming your booking through us. We will provide you with copies of the relevant provider's terms and conditions on request.

3. How are bookings made?

- **You must be at least 18 years of age and authorised to make the booking -** and must be authorised to make the booking on behalf of the members of the group or person. The person making the booking is taken to have provided a copy of these terms and conditions to the other members of the group or the person that the booking is for.
- **Payment is required to confirm your booking -** When you confirm the booking, which can be done by email, in person or by telephone; we process your payment for the travel product to the third-party travel provider. The payment to the third-party travel provider may be in the form of a deposit with the balance to be paid later or may be payment in full, depending on their specific requirements. If payment is not made in time the booking cannot be confirmed.
- **After payment a contract is formed with the third-party travel provider -** After the payment has been processed and we have issued a confirmation invoice to you, a contract will exist between you and each of the third-party travel suppliers. As stated above, the third-party travel provider's terms and conditions will apply to your booking and they are responsible for providing you with what you have booked.
- **Payment by credit card -** card surcharges may apply to payments made by credit card.
- **Money received by us -** All money paid by you to us will be a debt due and payable to the travel service provider once the services to which the money relates have been provided (except for monies paid for flights with an IATA airline, which might be held on trust for that IATA airline). You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies.
- **Group bookings -** For groups 10 and larger, we may be able to offer you a group rate which may include discounts, flexible conditions, longer/better payment conditions, private or semi-private tours/transfers etc. This will be offered to you if you qualify. A minimum of 10 people (can be a mixture of adults and children in some cases) apply to activate but more can be added after deposits paid although prices may vary for new additions. Smaller groups cannot qualify for group bookings after deposit is made. For confirmed group travel, personal information (at a minimum – legal name, contact phone number and email) may be required to be given to the third-party travel provider (e.g. hotel reservation manager, bus driver, tour leader etc. and also to others within your group booking) such personal information will be collected and managed in accordance with the third-party travel provider's privacy policy and related obligations. Please state at the time of booking if you do NOT want details disclosed.

Amgad Mikhail
M. 0433195196
email: amgad@minastravel.com.au

4. Who is responsible for providing the travel products?

As mentioned above Travel Providers acts as a travel agent. We arrange travel services and sell travel related products on behalf of suppliers such as airlines, tour and cruise operators, car hirers and accommodation providers. In doing so, we give no warranty nor makes any representation regarding the services to be supplied or the products purchased by you. Your booking will be subject to the terms and conditions applied by the provider of the service or products. If the travel services or products are not supplied in accordance with your booking your remedy lies with the third-party travel service provider.

5. Can prices change?

Every effort is made to ensure that the prices we quote to you are correct. However, we rely on information provided to us from the suppliers of the travel services and products. We will bring to your attention any change in price made prior to you completing your booking and paying the balance of the price. Some tour operators and travel service providers reserve the right to increase the price of your travel arrangements due to increases in airfares, hotel accommodation charges and currency fluctuations.

6. Tailored itinerary and advisory services

- **Itineraries based on your requirements -** When we provide customised travel advice and services, for example by planning your trip and providing a travel itinerary tailored to your individual needs based on information your supply we may change a fee for service based on trip duration and requirements. Any itinerary prepared by us will be based on the information you provide via email or telephone discussions with us. The itinerary will include tailored activities/tours based on your individual requirements. Itineraries are prepared using information current at the time of research.
- **Itineraries may change-** A detailed itinerary may include recommendations and current pricing for flights, transfers, accommodation, restaurants, local travel and seasonal tours / activities etc. A list of the relevant website addresses will also be provided to assist you in the booking process. We will discuss with you at the time of developing your itinerary booking arrangements you prefer and likely prices and costs. However, **Minas Travel** is unable to accept responsibility for any price changes made by the recommended service providers or changes due to currency fluctuations or for unforeseen circumstances that may impact, for example, delays in you making bookings, or changes to detailed travel directions, tour availability etc., changes to travel restrictions and warnings.
- **Payment for planning services & itinerary -** Unless we agree otherwise, payment for the preparation of a detailed itinerary must be made before the itinerary is released. We will not provide a refund for an itinerary that has been prepared on information supplied in the original request. However, we may make any reasonable changes to your itinerary at no cost providing the original destination remains the same. Should a new itinerary be required a further fee will be payable.
- **Booking confirmation & payment -** On receipt of the itinerary it is recommended that all flight/accommodation bookings be made as soon as possible to minimise the likelihood of price changes, hotel availability etc. **Minas Travel** is unable accept responsibility if recommended hotels are no longer available or local transport arrangements have changed.
- **Package deals and pricing -** In some instances, your itinerary may include packages that are based on negotiated special rates with third-party travel providers. Under terms negotiated with those third-party providers we may be restricted from providing you with a full breakdown of those rates and costs.

7. How are changes managed?

- **Changes by you -** If you want to change any part of your booking, we will do all we can to help. However, each third-party travel provider operates in accordance with their own specific terms and conditions, and is under no obligation to make any change. Travel providers may charge cancellation and amendment fees for cancelled bookings or requests to change bookings. Cancellation and amendment fees can be up to 100% of the cost of the booking, even if travel has not yet commenced. Additionally, where a travel provider has agreed to make a change which results in the re-issue of your travel documents or other administrative process by us we will charge an

administration fee per booking as set out in paragraph 11 under the heading 'our fees explained'.

- **Changes by the travel provider – Travel providers may update or change your schedule for travel. We will endeavour to provide you with details of the changes as we are made aware of them but have no direct obligation or responsibility to do so. It is your responsibility to check with the travel provider directly before the date of travel as to whether there are any changes to the schedule confirmed in your travel documents.**
- **Strict conditions for airfares -** Many airfares are subject to strict conditions regarding changes, cancellations, and refunds. All airfares are subject to taxes and charges levied by both government and the airlines themselves. Global fuel costs are constantly increasing. Airlines pass on the increase in taxes and fuel surcharges without notice and whilst we will endeavour to advise you of these charges in advance that may not always prove possible. The airline on which you are booked may change its departure time. It is your responsibility to contact the airline to check there has been no change to the time of departure.

8. How are cancellations managed?

- **Cancellation by you (change of mind) -** If you want to cancel your booking you may incur a cancellation charge. The amount of this charge will vary depending on when the cancellation is made and the third-party travel supplier's own terms and conditions / policies on refunds and cancellations. If your booking includes multiple products issued by different travel providers, then more than one set of terms and conditions may apply, you will need to understand all the different conditions. Whether or not you are entitled to a refund or credit and the cancellation charges that may apply will depend on the reasons for your cancellation. In most cases, third-party travel provider's refund and cancellation policies will state that deposits and professional fees are non-refundable and in some cases cancellation charges imposed by the third-party travel provider can be up to 100% of the cost of the booking, even if travel has not yet commenced. If you are entitled to a refund, we will be unable to provide you with funds until they are received from the third-party travel provide. In addition, we may charge a fee for our reasonable costs of making the booking to start with and then cancelling it. Please see paragraph 11 under the heading 'our fees explained' our fees may be deducted from your refund amount.
- **Cancellation or delays by the travel provider –** if the travel provider cancels or delays your travel or experience then you may be entitled to a refund, credit or other compensation such as an alternative flight, meal vouchers, lay-over hotel accommodation in accordance with the policies and terms and conditions issued by the travel provider. We are not responsible for travel provider cancellations or delays; you will not be entitled to claim compensation from us on the grounds of the cancellation.
- **You no longer wish to travel due to personal concerns about changes in travel advice, travel restrictions or other events? – If the travel provider has not cancelled the service or the product, this may be treated as a change of mind (see first bullet point above). Your entitlements will depend on the timing of your travel or other experience and the refund and cancellation policy of the relevant travel provider and its terms and conditions for travel.**
- **The events caused the travel provider to cancel your trip or experience? – if your travel or experience is cancelled by the travel provider you may be entitled to a refund, credit note or other compensation under the terms and conditions issued by the travel provider.** We are not responsible for travel provider cancellations or delays; you will not be entitled to claim compensation from us on the grounds of the cancellation.

You may also have a statutory right to a remedy (including a refund and/or compensation) under the Australian Consumer Law or other legislation such as Australian Consumer Law and Fair Trading Act 2012 (Vic).

In Australia, the Australian Consumer Law contains consumer guarantees which provide consumers with a basic, guaranteed level of protection for goods and services that they acquire. Additionally, for international travel you may have rights under the Warsaw or Montreal Convention - For more information please see ACCC website or obtain independent legal advice.

9. Your travel responsibilities

- **You must be 18 years of age or over – -** To make a booking through us, you must be at least 18 years of age and must be authorised to make the booking on behalf of the members of the group or person. The

person making the booking is taken to have provided a copy of these terms and conditions to the other members of the group or the person that the booking is for.

- **You should take out travel insurance** – we recommend that you take out comprehensive travel insurance at the time of paying a deposit. Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. The policy should provide cover for loss of deposit, cancellation and additional expenses, medical expenses and repatriation and loss or damage to baggage and valuables. You are responsible for making any special or increased insurance arrangements which you deem are necessary.
- **Passport and Visas** - It is your sole responsibility to ensure you have a valid passport at the time of travelling and that you hold all necessary visas and permits. All Australians must hold a valid passport for international travel. Some countries require you when entering to hold passport with at least six months validity. Australian permanent residents require a valid re-entry permit. Children are required to hold individual passports. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Passport and visa costs are not included in the cost of your holiday or experience unless otherwise stated. We can provide visa assistance to you if you require us to do so, when we assist with your visa, we will advise you of our separate fees for this service. Any fines, penalties, payments, or expenditures incurred because of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part).
- **Travel advice** - We recommend that you contact the Department of Foreign Affairs and Trade or visit their website at http://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.
- **Health** - You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. If you have special health needs (for example, require wheelchair assistance, ASD needs) you must ensure you provide us with all relevant information we need for your booking and travel. There is no guarantee that your requests will be fully accommodated. 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 http://www.smartraveller.gov.au).
- **Review and safekeeping of travel documents –** You should review your travel documents such as airline tickets, hotel vouchers, tour vouchers or any other document used to confirm an arrangement with a service provider. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. If you have booked with a consultant, it is your responsibility to collect all travel documents from us prior to travel. You should print out and retain your travel documents as provided to you.
- **Monitor schedule changes –** We recommend you contact travel carriers to confirm your scheduled departure time 24 hours prior.
- **Frequent flyer programs** - Most airlines offer Frequent Flyer Reward Programs. If you are not a member of any of these programs, we are happy to discuss your options with you. If you are a member of any Frequent Flyer program, please ensure that we are aware of this immediately so that the necessary steps can be taken to ensure that you earn the rewards. As a safeguard it is also advisable to keep all your boarding passes so that you can verify this against your Points Summary after travel has been completed. Frequent Flyer points are not always available on special fares with some airlines.

- **Unused vouchers** - No refunds will be given on unused vouchers for accommodation, meals, car rental, ski hire, lessons, transfers and ski passes. Gift vouchers issued by **Minas Travel** may have an expiry date and may not be extended past the stated date (or such other minimum applied by law).
- **Misc. accommodation** – your bedding configuration can be requested as per your preference but can never be guaranteed by either us or the hotel/apartment/cruise line. Some apartments are not cleaned daily and final cleaning charges may apply. In some apartments/condominiums a deposit may be payable in local currency to the key holder on arrival. This amount will be refunded, less extra charges as indicated. This deposit may be in the form of cash or credit as dictated by the accommodation and the release of these funds may take 6-8 weeks. Additional charges for linen, power or heating maybe payable in some apartment/ condominiums. Laundry, telephone calls, food not included on regular menus, ski or equipment hire, lift passes (unless stated), and any other item of a personal nature are not included.
- **Car hire -** a deposit may be payable in local currency to the driver before keys will be given. This amount will be refunded, less extra charges as indicated. In most cases, the card used will have to be in the name of the driver and be a Visa or MasterCard. Please speak to us if your situation differs from this. In most cases, car hire excess can be included in your comprehensive travel insurance – please speak to us regarding this

10. Our responsibilities

- **Consumer guarantees** - In accordance with relevant consumer guarantees and good industry practice we will ensure our services are:
  - **Provided with due care and skill.**
  - **Fit for any specified purpose; and**
  - **Provided within a reasonable time if time is specified.**

We will use our best endeavours to give you access to all the information you need to make an informed decision about your overall arrangements. If our services fail to meet the consumer guarantees we may either, fix the problem free of charge within a reasonable time or offer a refund.

- **Liability for acts of third-party travel service provider or unforeseen events** - As agent for the third-party travel provider, to the extent permitted by law, we have no liability in respect of the supply of any element of your booking, including any liability for illness, personal injury, death or loss of any kind, delay and inconvenience caused directly or indirectly by:

(i) any provider of travel services or products or by other third parties unless caused by our negligence; or

(ii) force majeure (see definition below*) or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

Any claim for damages for injury, illness, loss, or death must be brought against the relevant supplier of the travel services or products. 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).

*For the purposes of this paragraph the following events are regarded as events of force majeure or events that are beyond our control and not preventable by reasonable due diligence on our part: a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; c) currency and trade restriction, embargo, sanction; d) act of authority whether lawful or unlawful, compliance with any law or governmental order (including travel restrictions), expropriation, seizure of works, requisition, nationalisation; e) plague, pandemic, epidemic, natural disaster or extreme natural event; f) explosion, fire, destruction of equipment, prolonged break-down of transport,

telecommunication, information system or energy; g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of premises.

11. Our fees and costs explained

- **Our charges -** Travel agents, like everyone else, deserve to be paid for work that they do. We make our revenue when we make the booking and you take the travel. We do not receive revenue from suppliers for cancellations. In some circumstances we will charge a fee for the work done to cancel or re-arrange bookings. It is both fair and reasonable that we are paid for the work we undertake to assist you. If your trip or experience is cancelled our fees remain payable (unless the cancellation was caused by us), this is because we have still performed the work of providing advice, making the booking and/or handling the cancellation for you.
- **Schedule of typical charges -** When we make a booking for you, your payment is transferred or owed to third-party suppliers who will provide your travel and experience. We may at our discretion charge service fees on your booking. Our service charges are set out in the table below:

Booking and service fees	• **Domestic Flights $25 pp** • **International flights $50 pp** • **Accommodation $30/Booking** • **Coach & rail bookings $25 pp** • **Car booking $25 per booking** • **Cruises $50 per booking** • **Tour Package $100 pp** • **Points redemption $20 per transaction**
Amendment Fees & Reissue	• **Accommodation/Rail/Car/Coach $25 pp** • **Domestic flights $30 per ticket** • **International flights $60 per ticket**
Cancellations Fees	• **$50 per Person**
Refunds Fees	• **International flight $100 pp** • **Domestic $50 pp** • **Accommodation $30 pp**
Credit Card	• **By Phone**

- **The above Service fees are different from the suppliers or airlines fees.**
- **Commissions –** we may receive commission payments or referral payments from third-party providers at different stages of the booking process, for example a third-party travel provider may pay us a percentage of the hotel booking amounts for connection you as a customer to the hotel.

12. Other important information

Operation of Australian consumer laws is not excluded. Nothing in these terms and conditions shall be read as excluding, restricting, or modifying rights under the Competition and Consumer Act 2010 (Cth) in relation to the supply of goods and services.

Complaints - We hope you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier or contact us. We shall attempt to resolve the matter immediately but if you remain dissatisfied you must write to us within 28 days from the end of your trip or holiday. Failure to complain at your destination may mean we will be unable to resolve the dispute after you return home.

Personal information - To process your booking, we need to pass your details to the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing purposes. You may at any time request further information about the way we handle your personal information or the way the third-party travel provider handles your personal information.

Updating these terms and condition - we reserve the right to alter these terms and conditions at any time.

Governing Law – these terms and conditions and your contract with us is governed by the laws of Victoria and you agree to submit to the jurisdiction of the courts of Victoria to determine any dispute pertaining to the contract. Please note your contract(s) with the third-party travel provider will be governed separately and may be under a different jurisdiction.

Accepted above Terms & Conditions

Name ***Sign***

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