



Terms and Conditions

It is important that you and all members of the travelling party are aware of the following important terms & conditions as they may relate all or in part to the bookings held by our office on your behalf. If you are making bookings on behalf of a couple or group of people you should ensure they are aware of these terms & conditions.

Your Travel Club Pty Ltd is a company that acts as service agent in the tourism industry and provides information on destinations, tours, river cruises, reservations, bookings, hotels, transportation, travel services and other services in the tourism industry. Our site information has been secured from a variety of travel operators, service providers, and other sources. We can not verify the accuracy of our travel operator's information and we can not warrant their accuracy or completeness.

Your Travel Club is not responsible for the acts or omissions of such operators or their subcontractors or their failure to provide services, adhere to their own schedules, or honour their contracts. All information, prices, availability are subject to change without notice.

You, 'the traveller' are subject to the Terms & Conditions of the travel Operator you choose to travel with. (Operator's Terms & Conditions are listed in their brochures, and on each operators website).

Booking Procedure

To make a booking with Your Travel Club you must be at least eighteen years old and agree to all the terms and conditions as advised here, in this document. In order to secure a booking you must complete a booking form and pay a deposit as advised. The person completing the booking form warrants that he/she has authority to accept the passage ticket conditions on behalf of all persons named on the booking form.

You should carefully read all the terms and conditions specific to the product you are booking before finalising your travel transaction. Acknowledgement of your booking request will be sent via e-mail within 24 hours of your request being received. A deposit must be received within 3 working days to confirm a booking. The booking will be automatically cancelled if no deposit is received within this time.

Prices and Payments

You can pay your deposit to Your Travel Club by credit card (1.2% CC fee applies to MasterCard, 1.4% CC fee applies to Visa, & a 1.8% CC fee applies to AMEX). Direct Deposit into our bank account, or directly to some suppliers are also possible. Full details are provided on your quote. Your non-refundable deposit is held by the Operator to secure your place(s). All prices, rates or fares provided on this website are subject to change at any time without notice. Special conditions may apply to the prices on this website. The prices provided are per person unless specifically indicated and may not include taxes, fees, or airport charges. Your payment is not deemed made until it is received by Your Travel Club and you receive your confirmation Booking Advice. In the case of billing errors, Your Travel Club reserves the right to re invoice with correct pricing.

Booking Changes. Cancellations & Refunds

Fees may be charged by the Operator of the cruise, tour or river cruise you have chosen to travel with when making changes or cancelling your booking. Please read & refer to the individual Operators Terms & Conditions for applicable charges. Booking through Your Travel Club constitutes acceptance of these Terms & Conditions.

A fee for cancellation of services of \$100 per person will be charged by Your Travel Club (in addition to any Operator cancellation fees) when you choose to cancel your travel arrangements after your non-refundable deposit has been received by Your Travel Club, and prior to final payment and documentation. In the event of cancellation after final payment and documentation, a fee for cancellation of services and refund processing of \$200 per person will be charged by Your Travel Club (in addition to any Operator cancellation fees). The Your Travel Club cancellation fee also applies if you have opted to include Gold Seal Protection, Safetynet Protection, or APT/Travelmarvel Cover has been purchased.

Travel Documents

Please ensure you carefully read your invoice, tickets and all other documents we send to you as soon as you receive them, and contact Your Travel Club immediately if any information appears to be incorrect. We will not accept any liability if you fail to notify us of any inaccuracy in any document within 14 days of us sending them to you.

While we will do our best to rectify any changes made outside this time, it is your responsibility to meet any additional costs which may be involved, except in the case of an error made by the Operator and where there is reasonable justification for you not contacting us within the specified time.

You are responsible for ensuring that all necessary travel documents including, but not limited to, passports, visas and vaccination certificates are valid and subsisting. We strongly recommend that you verify current documentation requirements and all other relevant protocols and procedures associated with your trip with your travel consultant. Please note requirements change and you must check with your Consulate for the most up to date information.

Passports

Passports are required for all international travel. Passports must have a minimum of 6 months validity from the date of scheduled return to Australia. Travel documents and airline tickets must exactly match the name and spelling as appears in the passport. Additionally, for security reasons some airlines may require all details as they appear in the passport prior to ticketing. Please ensure that you advise us of the correct details at the time of booking.

We require a copy of your passport details before any documents can be released and we will not be liable for any incorrect information given to us nor for any re-issue fees imposed by the airline or tour wholesaler should re-issue of documentation be required.

If travelling on any passport other than Australian you must inform us immediately as it may be necessary to obtain a Re-Entry Visa into Australia or visas for other countries. Whilst we offer full assistance it is the responsibility of each traveller to ensure that they have full and correct documentation to undertake their journey.

Visa Requirements

Australian Passport holders require visas to enter some countries. Some countries allow for a "visa free" stay for tourism purposes. If you are travelling on business this does not always apply. Also, if you or a member of your travelling party have a criminal offense entry may be denied. Please contact us for any clarification.

Consulates and Visa Processing Centres charge visa fees, and we reserve the right to charge a service fee to cover courier fees and the like should we obtain this documentation on your behalf. Issuance of visas is not the responsibility of your travel agent and we cannot be held responsible should you be unable to obtain the correct visas to undertake your journey.

Travel Insurance Protection

Your Travel Club strongly recommends that you purchase Travel Insurance. Please ensure you take note of the special inclusions and exclusions as they may relate to your particular circumstances. Pre-existing Medical Conditions and

cover for this must be approved by the Insurer. If you have taken out another Travel Insurance Policy or believe you have adequate cover from a credit card policy we will require details of the insurance cover that you hold. If you choose not to take out Travel Insurance, you must advise us of your refusal in writing.

Important

1. **Limitation of Refunds:** All airlines impose cancellation and change penalties up to 100% for many discount tickets. All tour operators, cruise lines, and some resort hotels impose cancellation and change penalties, too. Please view the applicable rules before you make your reservations.
2. **Delays:** Flight delays are very common today. If your flight is delayed for any reason, the airlines are not required by law to pay for any expenses you may incur, such as meals, hotels, taxis and phone calls.
3. **Check Your Itinerary:** As soon as you receive your itinerary & travel documents, check them thoroughly to make sure they are correct as to names, dates, times, fares, and rates.
4. **Reconfirmation:** Schedule changes are quite common today. We urge you to re-check exact flight times prior to departure and prior to your return.
5. **Package Trips:** If you book a trip, we must collect the tour operator's or cruise line's deposit when reservations are made. The amount of the deposit, the refund allowed, and the times for cancelling vary according to the tour operator or cruise line. We do not endorse or recommend any particular tour operator or cruise line; our role is strictly limited to facilitating the booking.
6. **Final Payment:** For all tours, you must have made full payment before we release the tickets or documents.
7. **Flights:** If you are booking your own flights, please don't fix them until you have been notified by Your Travel Club that your places have been confirmed AND we notify you that your tour departure date has been set to a 'definite departure' by the Operator.

Validity and Change

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up-to-date. In any event, our website content is only valid at the time it is downloaded, and may change on a subsequent visit to our websites. We shall be entitled to change our website content from time to time, and cease providing any particular website content (including part, functionality or service of our websites), without notice, and for any reason.

Errors

We do not guarantee that our websites or any website content will be free from errors or omissions. There may be mistakes and errors in our website content which we fail to notice, which will not be binding on us. We reserve the right to correct any errors in our website content and to change any of our website content (including services, products, availability, and pricing) at any time without notice, including in any booking or order you have submitted or contract you have entered into with us on the basis of it. If any correction affects any booking or order you have submitted or contract you have entered into with us to your material detriment, then we will give you the opportunity to cancel the booking rather than accept the change.

Third Party Websites

Our site information has been secured from a variety of travel companies, service providers, and other sources. We can not independently verify the accuracy of our travel supplier's information and we can not warrant their accuracy or completeness.

Your Travel Club is not responsible for the acts or omissions of such suppliers or their subcontractors or their failure to provide services, adhere to their own schedules, or honour their contracts. All information, prices, availability are subject to change without notice.

Complaints Handling Policy & Procedures

As a responsible travel agency we seek to maintain and enhance our reputation of providing you with high quality products and services. We value complaints as they assist us to improve our products, services and customer service. We are committed to being responsive to the needs and concerns of our customers or potential customers and to resolving your complaint as quickly as possible. Please read our Complaints Handling Policy & Procedures, with information on how to send us a complaint.

Links To Other Sites

These Sites may contain hypertext links to other websites. Such links are provided for your convenience and are not intended as an endorsement by Your Travel Club of the organizations, person, or entities owning or operating those sites. Your Travel Club is not responsible for the content those sites contain, nor their privacy practices. Such other websites are maintained by third parties over whom we exercise no control. We expressly disclaim any responsibility for the content, products or services of such other websites.

Modification Of Terms

Your Travel Club reserves the right to change, modify, add, or remove portions of these terms and conditions at any time, without notice, and at our discretion. You may check these terms and conditions periodically for changes. Your continued use of Your Travel Club subsequent to the revisions of these terms means you accept those changes. You are advised to review the terms and conditions and other policies posted on this Site for potential changes when you return to this site to visit or to transact any business.

Termination

These terms are effective until terminated by Your Travel Club, for any reason, with or without notice. Upon termination, you must destroy all materials obtained from these sites and any and all copies thereof, whether made under the terms of these terms or otherwise.

Disclaimer

The materials in these sites are provided on "as is," "where is," and "with all faults" basis and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Your Travel Club disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Your Travel Club does not warrant that the functions contained in these sites will be uninterrupted or error-free, that defects will be corrected, or that these sites or the server that makes it available are free of viruses or other harmful components. Your Travel Club does not warrant or make any representations regarding the use or the results of the use of the materials in these sites in terms of their correctness, completeness, accuracy, reliability, non-infringement, or otherwise. You (and not Your Travel Club) assume the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Notwithstanding anything to the contrary, nothing in this website shall be construed to be an offer to sell or a contract until a booking is confirmed in writing and a non-refundable deposit has been made. Your Travel Club is an agent for the travel operators it distributes. All travellers are subject to the terms and conditions of the particular operator conducting their travel arrangements.

Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall Your Travel Club be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in these sites, even if Your Travel Club or a Your Travel Club authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall the total liability of Your Travel Club to you for all damages, losses, and causes of action (whether in contract, tort, including but not limited to negligence, or otherwise) shall exceed the amount paid by you, if any, for accessing these sites.

Indemnity

You agree to defend, indemnify, and hold Your Travel Club and our affiliates, and our and their respective directors, officers, members, employees, agents, representatives, attorneys, successors and assigns, harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses, including reasonable attorneys' fees and litigation expenses, relating to or arising from your use of the Materials or information provided by us, or services obtained from the Materials, or any arrangements you make at our Site or based on information obtained from the Materials, or your use of the Site, any website Materials, or services obtained on or through the Site, or any arrangements you make based on information obtained on or through the Site or any breach by you of these Terms and Conditions.

Participation

Waiver Release & Indemnification

In consideration of the acceptance of my participation in tours and events with the Your Travel Club (YTC).

1. I waive all claims that I may have against the Your Travel Club, its officers, directors, members, volunteers, employees, agents and sponsors, or its executors, administrators, heirs, successors or assigns (the organisers), and release them from all claims for death, injury or damage arising out of my participation in their club, their event and its related activities, together with any costs, including legal fees.

I agree to indemnify and keep indemnified the organisers against damage arising out of my participation in the events and its related activities.

2. I agree to comply with all the rules, regulations and instructions of the organisers.

3. In the event of injury or illness during participation, I consent to receive medical treatment, which may be deemed advisable by the organisers.

4. I acknowledge that I have sole responsibility for my personal possessions and equipment during the all events and activities.

5. I hereby permit the free use of my name and picture in any broadcasts, telecasts and the press including website as they pertain to the Your Travel Club Pty Ltd their events and activities.

6. I understand that my membership or entry fee is non-transferable and not refundable.

7. I agree to have my personal details recorded and used by the Your Travel Club Pty Ltd and related parties for further communications of future related events.

Dept. of Foreign Affairs & Trade Warnings

For reasons of political unrest, acts of war or terrorism or natural disasters in certain parts of the world the Australian Government in conjunction with various other worldwide bodies may decide to issue a Government Advisory warning to Australian passport holders not to travel to that country. In these instances whilst travel to some countries is not advisable and some clauses of the travel insurance coverage may not be affective we appreciate that some clients may still need to travel to those areas. Whilst we are prepared to make these bookings on our clients' behalf we do so without responsibility or liability.

Should you wish to check with the Department of Foreign Affairs their website address is: www.dfat.gov.au/. There is also another service provided to Australian travellers where you are able to register your personal details i.e. passport numbers, contact details in Australia and the countries you will be visiting. These details are automatically passed on to the relevant Embassies of the countries you will be visiting. Simply register via the website: www.orao.dfat.gov.au to utilise this service.

Contact

If you have any questions, comments, or concerns regarding this Site, Membership, or the above Terms and Conditions, please contact Your Travel Club at info@yourtravelclub.com.au.