



Villa Carlotta Travel
Locked Bag 5
Busselton 6280 WA
FreeCall 1800 066 272
www.villa.com.au

It is our intention to set out clearly and simply the responsibilities which we at Villa Carlotta Travel Pty Ltd (ABN 96077204963) referred to in this document as "Villa Carlotta", "us", or "we" have to you, our client and which you, in turn, have to us when a contract is made between us. You should therefore read and understand the contents of this document which contains the terms and conditions of our contract with you. When you make a booking, you are confirming that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party.

Your contract will be with Villa Carlotta Travel Pty Ltd (ABN 96077204963) of 2 Fairbairn Rd Busselton WA 6280 which will act as the travel agent. A contract will exist as soon as we issue a confirmation invoice in response to your request for a booking and a deposit has been paid to us.

BOOKING TERMS & CONDITIONS FOR NON-STANDARD AND INDEPENDENT TRAVEL

Please read the following terms and conditions carefully. You must not make any booking unless you are 18 years of age or older and understand and agree with the following terms and conditions.

These terms and conditions apply to Non Standard and Independent Travel bookings you make with a Consultant (in-store, over the phone or by email) as well as online bookings made via our website. These terms and conditions govern our relationship with you. Once we accept a booking from you on behalf of a Supplier, you will also have a separate contract with the Supplier, which will be governed by other terms and conditions. It is your responsibility to make yourself aware of those other terms and conditions.

1. Prices and Taxes

All prices that we quote are in Australian Dollars and based on twin share accommodation unless otherwise stated. Please note that prices quoted are subject to change at the discretion of the Supplier prior to booking. Price changes may occur after booking because of matters outside our control which increase the cost of the Product. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your Consultant for up-to-date prices. Even if paid in full, a price may change because of matters outside our control. Prices may include applicable taxes. Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports. Cruise bookings may be subject to port taxes and other fees which are also subject to change.

2. Products

All Products that we quote on are subject to availability and may be withdrawn or varied by the Supplier without notice.

3. Fees and Surcharges

A variety of fees and surcharges may be payable to us, including booking or reservation fees, cancellation and amendment fees, credit card merchant fees, insurance claim processing fees or fees for ad-hoc services performed as required. Please ask us for a schedule of our current service fees and charges. Payment by credit card will incur a surcharge to offset our cost of acceptance of payment by credit card. The surcharge varies depending on Credit Card Type, it is your responsibility to advise the correct Credit Card type to ensure that the appropriate surcharge is applied. We accept no responsibility for an inappropriate surcharge being applied if the correct Card type has not been advised, and the surcharge applied shall not be refundable. You authorise us to charge all monies payable by you in relation to any booking we make on your behalf or other services we have procured or provided to the



credit card or debit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

4. Change and Cancellation Fees

Changes and cancellations of confirmed bookings may incur fees from Suppliers in addition to our service fees. Suppliers' fees are outlined in their relevant terms and conditions.

5. Deposits and Payments

You will be required to pay a deposit (or deposits) when booking. The deposit amount varies depending on the Product booked and lead time to travel. In some instances, full payment is required at the time of booking and your Consultant will advise the deposit amount (if available) at the time of booking. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Where a deposit has been collected, final payment is required no later than six weeks prior to departure. Failure to make payment by the due date may result in your booking being cancelled and deposits forfeited. Payments made by direct deposit may take up to three business days to process. If you are paying by this method, you will need to make the payment at least three business days prior to the actual due date. You must notify your Consultant of your payment once it has been made. Payments made by personal cheque (excluding bank cheques) require five business days to process. If you are paying by this method, you will need to make the payment at least five business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us or to a Supplier, including any liability in respect of cancellation fees, before refunding the balance to you.

6. Information

Our responsibility is solely to arrange a booking of a Product in accordance with your instructions. It is your responsibility to make yourself aware of all information that it is necessary or desirable to know in order to use the Product and to undertake travel generally. We strongly recommend that you read any General Travel Information that we provide and that may be relevant, especially in relation to passport and visa requirements. Please note that this information is provided as a guide only, and although it is accurate to the best of our knowledge, we do not warrant that it is completely up-to-date at all times. Further, we do not warrant that it is comprehensive or that it may not address a topic that is relevant to your travel plans. It is your responsibility to further investigate and confirm any matters that are applicable to you.

7. Special Requirements

You must inform your Consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access prior to making a booking. If you do not specifically inform us we will assume that you do not have any such requirements, and the booking will be made on that basis.

8. Frequent Flyer and Loyalty Programs

When booking with one of our Consultants, it is your responsibility to let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Notwithstanding that your details may be included in the booking, we cannot guarantee that the Supplier will credit you with points for your booking.

9. Travel Documents

If you have booked with a Consultant, it is your responsibility to collect all travel documents from us prior to travel. As a general rule, your travel documents will be available for collection two weeks prior to departure, however this will depend on your individual arrangements. Please contact your Consultant to confirm when your travel documents are ready for collection. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a confirmation email we



send you). You must review your travel documents carefully and advise us immediately of any errors in names (as shown in Travel documents), dates or timings.

10. Agency

We act as an agent for and sell various travel related products as an agent on behalf of numerous transport, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as travel wholesalers ("Suppliers"). Any brochures provided by us to you are supplied by Suppliers, or are prepared by us based on content supplied by Suppliers, and we accept no liability for errors in that material. Your oral and written instructions to us are authority for us to make travel bookings on your behalf and to arrange relevant contracts between you and the applicable Supplier.

Notwithstanding this authority, we are not your agent and do not have any fiduciary duty to you. We exercise care in the selection of reputable Suppliers, but we are not ourselves a provider of travel services and have no control over, or liability for, the Products provided by the Suppliers, who are third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by the Supplier. We recommend that you read them before finalizing the transaction and we can provide you with copies of the relevant terms and conditions on request. Your legal rights and remedies in connection with the provision of Products are against the Supplier and, except to the extent a problem is directly and primarily caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any Supplier is unable to provide the Product for which you have contracted either at all, or to the requisite standard, your remedies are against that Supplier and not against us.

11. Liability

To the extent permitted by law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. 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). In particular, we disclaim any liability for any consequential loss, including loss of enjoyment or amenity. 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).

12. Governing Law

If any dispute arises between you and us, the laws applicable in Western Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia, and waive any right that you may have to object to an action being brought in those courts.

13. Complaints

In the unlikely event of any dissatisfaction with the products or service provided by suppliers or us you must report it immediately to Villa Carlotta staff so that prompt efforts can be taken to find appropriate solutions to the problem. It is unreasonable to take no action whilst on holiday, but then write a letter of complaint upon return. Failure to notify Villa Carlotta staff of any problem immediately or at the earliest opportunity in writing or any other appropriate form, may result in your ability to claim compensation from us being extinguished or at least reduced. Villa Carlotta will endeavour to give prompt assistance to any customer in difficulty, or any customer who is dissatisfied by the services being provided, while travelling. Any complaint made to us after the holiday has come to an end must be made in writing within 28 days of holiday completion. In the event you do not notify us in writing within 28 days, this may affect the company's ability to investigate your complaint and may impact on the way that your complaint is dealt with.

14. Data Protection



Privacy Act - Villa Carlotta Travel is subject to and complies with the Federal Privacy Act 1988 (as amended from time to time) and the Australian Privacy Principles.

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements, is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking terms and conditions and this privacy policy, and that they consent to you acting on their behalf in your dealings with us. We have measures in place to protect the personal booking information held by us. However, in order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide to us and pass it on to the operator, or other relevant suppliers. The information may also be provided to public authorities such as customs or immigration for security and anti-terrorism purposes, if required by them, or as required by law. We will only pass your information on to persons responsible for your travel arrangements.

This applies to any sensitive information that you give to us such as details of any disabilities, dietary requirements or religious beliefs. If we cannot pass this information on to the relevant suppliers, we will be unable to provide your booking and we cannot accept your booking. In making this booking, you consent to this information being passed on to the relevant persons. You have the right to ask us in writing for a data subject access request to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any requests should be addressed to the General Manager Villa Carlotta Locked Bag 5 Busselton WA 6280.

15. General Conditions

You understand that future Villa Carlotta advertising or publicity material may include statements made by persons, or their photographs, and you consent to such use of your comments and/or photographic / video likeness.

If you have booked Group and or Escorted Travel arrangements as part of your booking with Villa you accept and agreed to be bound by villa's Group and Escorted Travel booking terms & conditions. These terms and conditions can be provided by villa and are also available on our website. It is your responsibility to familiarise yourself with any and all booking terms and conditions.

No staff, agent or supplier of Villa Carlotta has any right to alter, vary or waive any of these terms and conditions, nor do they have the right to undertake any liability whatsoever on behalf of Villa Carlotta unless such alteration, variation, waiver or undertaking is in writing and signed by a duly authorised representative on behalf of Villa Carlotta.

16. Summary of Obligations

Before making a booking, it is important that you meet the following requirements:

- You are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our terms and conditions and if booking for third parties warrant that you have their authority to do so and have conveyed these terms and conditions to them. You agree to indemnify us and the Supplier against any claims from third parties who have not in fact been properly informed.
- You have read the terms and conditions of any applicable Suppliers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.
- You are responsible for contacting the airline at least 72 hours prior to travel to reconfirm your booking.
- You warrant and acknowledge that you have accessed the [Smartertraveller website](#) for any specific information in relation to your intended destination(s).



- You accept that Passport / visa and other required identification documents are your responsibility.

DEFINITIONS

"we" and "us" means Villa Carlotta Travel, and where the context permits, its employees, its member agents and employees of its member agents.

"Consultant" means an employee of Villa Carlotta Travel or its member agents, with authority to book Products.

"you" means a person who makes a booking for a Product promoted by us on this website, or elsewhere.

"your Consultant" means the particular Consultant or Consultants with whom you negotiate the booking of a Product.

"Supplier" means a third party company or person who provides Products, including a wholesaler of such Products.

"Product" means travel and holiday related products and services including accommodation, leisure activities and various forms of transport, including packaged combinations thereof.

"Travel documents" means any document (whether in electronic form or otherwise) used to confirm an arrangement with a Supplier, including (without limitation) airline tickets, hotel vouchers and tour vouchers.

General Travel Information

Passports and Visas

All travellers must have a valid passport for international travel. Many countries require at least six months validity from the date of return. Some countries require a machine-readable passport. 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 should let us know. Travel on a foreign passport may require a re-entry visa on return to Australia. It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result 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).

If you need information regarding visas, passports and other travel document requirements for your trip, then upon request your Consultant can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us on a complimentary basis. This advice is limited to general information as to standard requirements, and is not to be construed as specific advice catering for any extraordinary circumstances that may apply to you. In any event, it is your sole responsibility to act upon the advice and make any requisite applications in a timely manner.

Our Consultants can also obtain more specific information from an external visa advisory service provider on your behalf and at your expense. We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

We also recommend you check visa requirements on the Department of Foreign Affairs and Trade's website <http://smartraveller.gov.au/>. If any difficulties arise with your passports, visas and re-entry permits, it is your responsibility to inform us of such difficulties.

If you are travelling to the United States of America and or Canada you will need to pre-register for the ESTA visa waiver program, as Australian Passport holders will not be able to enter unless eligibility requirements are met.

Travel Insurance

We strongly recommend that you take out travel insurance to cover all of your travel arrangements. Travel insurance is also strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel.

We are an authorised representative of Cover-More Travel Insurance and Aussie Travel Cover. Product Disclosure Statements for travel insurance products are available from our place of business and you should refer to them before purchasing a policy. If you decline travel insurance, you may be required to sign a disclaimer. Make sure your insurance covers all medical expenses for injury or illness, as well as theft of valuables, damage to baggage, and cancellations or interruptions to flight plans. Fully disclose any pre-existing medical conditions in writing.

Cruise passengers are strongly encouraged to ensure appropriate travel insurance is in place. Medicare benefits are only payable to cruise passengers travelling between two Australian ports who have been treated by a doctor registered to practice in Australia and is registered with a Medicare provider number. Medicare benefits are not payable for journeys between an Australian port and a foreign port, or between two foreign ports. Your travel insurance should cover you for a Medivac at sea circumstance if needed.

If you plan to rely on the travel insurance provided by your credit card, we recommend that you should obtain written confirmation of your coverage before travelling and ensure that you have the details of the policy clearly outlined in writing.



You may be able to obtain travel insurance for yourself and your immediate family or travelling partner under the one policy. Refer to the relevant Product Disclosure Statement as cover varies from policy to policy. Make sure you confirm all details with your insurance provider and receive written confirmation of your policy.

If you extend your travel, make sure you also extend your travel insurance policy.

Travel Advice

For information, safety alerts and specific travel advice, we advise you to visit the Department of Foreign Affairs and Trade's website <http://smartraveller.gov.au/>. We also recommend that you register your travel plans with DFAT so you are more easily contacted in an emergency.

Frequent Flyer and Loyalty Programs

Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. It may not be assured that you will be credited with points for your booking as some fares and some fare types are excluded from these programs.

Travel Documents

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. 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.

Schedule Changes

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.