



**Toowoomba Cruise and Travel (Trading as Toowoomba Cruise and Travel)**  
5/161 JAMES STREET, TOOWOOMBA QLD 4350, Australia  
Tel: 07 4592 8085, Email: admin@toowoombacruisetravel.com.au  
ABN:66 621 308 558

## Montessori Tours & Travel Booking Form

### *M150 Birthday Weekend Tour - Italy*

**PLEASE PRINT CLEARLY**

*Names must be as per passport*

Title	First Name	Middle Name	Surname	Date of Birth dd/mm/yyyy
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Home / Postal Address

Home Phone

Mobile Phone

Email Address

Special Requirements: ie- dietary needs /smoking/non-smoking/specific meal requests/any frequent flyer numbers

Emergency Contact Name

Relation to You

Phone

**PASSPORT DETAILS (if applicable)**

Name

Passport Number

Date Issued

Expiry Date

Country of Issue/Citizenship

Name

Passport Number

Date Issued

Expiry Date

Country of Issue/Citizenship

**INSURANCE**

Yes - I would like *Toowoomba Cruise & Travel* to quote me travel insurance. (Australian Residents only)

No - I will organise my own travel insurance.

**TRIP INFORMATION:**

Twin/Double room – Sharing with:

Single Room

**DECLARATION**

I/we acknowledge that the information given here is true and correct. I/we hereby agree to the booking terms and conditions advised on the quote given to me. I/we also agree that we are signing this statement on behalf of all those confirmed in this booking.

By signing this form, I/we acknowledge that we are providing Toowoomba Cruise & Travel with our details for the primary purpose of completing my/our booking. I/we acknowledge that this may involve disclosure of my/our details by Toowoomba Cruise & Travel to its wholesalers, including the particular cruise line or airline I/we have booked with.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Twin Room – EURO 550 *(Subject to change after 23 April 2020)*

Single Room – EURO 690 *(Subject to change after 23 April 2020)*

**\*\*Prices have been based on a group size of 15 people - prices and itinerary are subject to change should minimum numbers not be reached. \*\***

**Payments:**

A deposit of **Euro 200** per person is required.

**Final payment** per person no later than **Friday 01 May 2020**.

**TOUR CLOSSES FRIDAY 01 MAY 2020**

**Currency Exchange:**

If you are making a payment via direct deposit we request that you contact Laura to confirm the AUD price on the day of your payment. Email Laura at: [laura@toowoombacruisetravel.com.au](mailto:laura@toowoombacruisetravel.com.au)

**Options for Payment:**

*Online Credit Card Payments:* To make a quick and easy online payment with credit card simply enter this link into your browser: [pay.travelpay.com.au/TOOCRTRAV](http://pay.travelpay.com.au/TOOCRTRAV) (You will be asked to include a customer reference, this is your "surname".) A credit card surcharge applies – higher fee for international payments apply.

Alternatively, you can transfer the funds to our account. If you do a bank transfer please advise Laura ([laura@toowoombacruisetravel.com.au](mailto:laura@toowoombacruisetravel.com.au)).

**HERITAGE BANK**

**Account Name: Toowoomba Cruise & Travel**

**SWIFTCode: HBSLAU4T**

**BSB: 638-020**

**Account: 14497115**

**Reference: "Your surname"**

# **BOOKING TERMS AND CONDITIONS**

## **TOOWOOMBA CRUISE & TRAVEL PAYMENT OPTIONS**

### **Deposits and Payments**

If for any reason any travel service provider is unable to provide the services for which you have contracted, your remedy lies against that provider, and not against Toowoomba Cruise & Travel. In the event that payment has been made to Toowoomba Cruise & Travel by credit card, and Travel Cruise & Travel has passed on the payment to the travel service provider you agree that you will not seek to charge back your payment to Toowoomba Cruise & Travel.

## **TRAVEL ESSENTIALS**

### **Names, Passports, Visas and Health Requirements**

It is really important that the names given at the time of booking MUST match the name that appears on their passport. All travellers need to be aware that if their name is incorrect, and tickets are issued in the incorrect name, then they will be responsible for any reissues fees and charges, and any increase in fare price and/or departure taxes. 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.

You need to ensure that you have at least 6 months validity on your passport from the date of your return to Australia. 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 and if you have a previous criminal record you could be denied entry into your country of destination. 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, and we do not accept any liability whatsoever.

Visas, including transit visas, are the passenger's own responsibility. For more information please log on to: <http://www.dfat.gov.au> or <http://www.smarttraveller.gov.au>. Please check with the respective Embassy or Consulate of each country that you are travelling to, as many destinations require visas for both Australians and non-Australian passport holders. For more information, log on to <http://www.visalink.com.au>.

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. You need to contact your local doctor who will advise you of these requirements. Please note that vaccinations may be recommended some period in advance of travelling.

### **Travel Insurance**

Your holiday safety and enjoyment is important to us and we support the Australian Government's recommendation that all people travelling take out travel insurance.

Please ask your consultant for details on the travel insurance products that we provide, including a quote. You must obtain a Product Disclosure Statement (PDS) relating to the travel insurance product you are considering purchasing. We recommend that you read the document thoroughly before making the decision to proceed.

If you have any pre-existing medical conditions (as listed in the PDS) then cover for this may need approval by the Insurer. If you need cover for a pre-existing medical condition that requires approval by the insurer, we are able to provide you with information to assist in completing this application.

#### **NOTE**

If you have taken out another Travel Insurance Policy not offered by Toowoomba Cruise & Travel or believe you have adequate cover from a credit card policy we will require details of the insurance cover that you hold. In the event of a claim, should your Travel Insurance provider require paperwork from our office to support your claim, this will incur a AUD120.00 administration fee.

If you decline the offer to purchase travel insurance through our office, you will be requested to sign an Indemnity Form before travel documents will be released.

### **Frequent Flyers, Membership Numbers & Special Requests**

Please advise your consultant of your Frequent Flyer or Cruise line membership details for inclusion in your booking. We do not offer advice on Frequent Flyer eligibility on flights that we advertise or that you have booked. For more information on whether your airfare or cruise is eligible for rewards, you must contact the Third Party Provider directly. We do not take any responsibility should Third Party Travel Provider not register your trip. We recommend that you retain copies of your documentation and boarding passes as a record.

Please advise your consultant of any special requests that you have: i.e.: smoking or non-smoking, aisle or window seats, special dietary requests, airport assistance or hotel room type. Every attempt will be made by us to accommodate your request, and these will be passed on to the Third Party Travel Provider but cannot be guaranteed.

### **Checked Luggage and Seat Fees**

Bookings made on some airlines may not automatically include a check-in baggage allowance. Check-in baggage allowances included in the fare purchased will be listed on your booking confirmation. Baggage fees may be charged directly by the airline for adding or increasing check-in baggage allowances, please note higher charges may be imposed at the airport for any additional requirements that are not pre-arranged. Check-in baggage fees are non-refundable once purchased.

Some airlines allow seating to be requested once tickets are issued. Please advise your consultant if you have any special requests, and whilst these cannot be guaranteed, we will endeavour to provide you with the best options available. Please note: there are some airlines that will charge a fee to request specific seats or exit row seats (terms and conditions vary from airline to airline). Once this fee is paid, seat fees are non-refundable and non-changeable.

## **BOOKING TERMS AND CONDITIONS**

### **What we provide to you**

1. We provide you with Booking & Advisory Services that allow you to acquire a Travel Product from a Third Party Travel Provider. **We act as an agent for the Third Party Travel Provider.**
2. By acquiring Booking & Advisory Services from us, you agree that you have read and understood both these terms and conditions and the terms and conditions of the Third Party Travel Provider relating to the Travel Product.
3. You pay us for providing the Booking & Advisory Services to you.

### **What the Third Party Travel Provider provides to you**

4. Once you have acquired Booking & Advisory Services from us, the Third Party Travel Provider will provide you with the Travel Product on terms and conditions agreed between you and the Third Party Travel Provider.
5. These terms and conditions are available from the Third Party Travel Provider and may include rules and restrictions about the use and availability of fares, products and services, refund and cancellation policies and the limitation or exclusion of liability for death, personal injury, delay and loss or damage to baggage. **You should obtain and read all of the Third Party Travel Provider's terms and conditions before acquiring Booking & Advisory Services from us.**
6. You pay the Third Party Travel Provider for providing the Travel Product to you.
7. We do not (and cannot) provide you with the Travel Product and you do not pay us for acquiring the Travel Product. We also do not act as your agent when you acquire Booking & Advisory Services from us or a Travel Product from a Third Party Travel Provider or when you seek a refund from the Third Party Travel Provider.

### **We are liable to you for Booking & Advisory Services**

8. Because we provide you with Booking & Advisory Services and you pay us for acquiring Booking & Advisory Services, we are liable to you in accordance with these terms and conditions for breaching our obligations in providing the Booking & Advisory Services to you.
9. Subject to the application of consumer guarantees which may be implied into the supply of Booking & Advisory Services to you, we are not otherwise liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, direct, indirect, consequential, economic loss, incidental damages, lost profits or savings or damages for disappointment) however caused and which is suffered directly or indirectly in connection with the:
  - a) use of (or inability to use) the Booking & Advisory Service;
  - b) disruption to the Booking & Advisory Service;
  - c) the delivery or non-delivery of the Travel Product; or
  - d) any act or omission of Third Party Travel Providers or other third parties.
10. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection laws but we do not give any guarantee or warranty and do not make any representation of any kind, express or implied, with respect to the Booking & Advisory Services supplied by us outside these laws.
11. All information relating to a Travel Product or a Third Party Travel Provider is provided by Third Party Travel Providers or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of accommodation or services provided by Third Party Travel Providers.

### **The Third Party Travel Provider is liable to you for the Travel Product**

12. As agent for the Third Party Travel Provider, we are not liable to you for a breach of obligations by the Third Party Travel Provider in providing you with a Travel Product.
13. The Third Party Travel Provider is liable to you for a breach of obligations in providing you with the Travel Product.

### **Booking and payment terms**

14. The Travel Products offered by us are subject to availability and can be withdrawn without notice by the Third Party Travel Provider. Travel Products may also change at any time in accordance with the terms and conditions you agree with the Third Party Travel Provider.
15. When making a booking, you must provide details of each traveller correctly and according to their passport or other identification document. Some Third Party Travel Providers will deny carriage if the traveller's name varies from their booking and may cancel automatically if the traveller's name is amended. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's name or as a result of the Third Party Travel Provider's policies.
16. We are not responsible for any changes made by a Third Party Travel Provider to the payment due date and prices for Travel Products are not guaranteed until payment has been made in full and documents have been processed.
17. It is your responsibility to contact the Third Party Travel Provider prior to departure to ensure there is no change to the scheduled departure time.

18. Payments processed in foreign currency (currency other than the original card holder's country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.

### **Changes in Price and Itineraries for Travel Products**

19. The price of your Travel Product may change at any time up to your departure if any new surcharges, fees or taxes are introduced or if any existing surcharges, fees or taxes are varied, even after you have paid all or part of the quoted price for your Travel Product.  
20. If we have to change any part of your booking for reasons beyond our control, for example, if a Third Party Travel Provider changes its schedules, overbooks, or if there are any changes in applicable surcharges, fees or taxes, we will notify you. If any such changes result in your Travel Product costing more or otherwise being materially different, then you may cancel the Travel Product and we will refund any monies already paid less any fees charged by us under these terms and conditions and by the Third Party Travel Providers under the terms and conditions you agreed with them.

### **Refunds**

21. We will not provide you with a refund for the Booking & Advisory Services if the Travel Product is not used.  
22. Refunds for Travel Products are subject to the terms and conditions that you agreed with the Third Party Travel Provider.  
23. If the Third Party Travel Provider is required to provide you with a refund for the Travel Product, we will provide you with a refund for the Booking & Advisory Services subject to these terms and conditions including the application of any cancellation fees.

### **Cancellations and amendments**

24. If you cancel your Travel Product, we reserve the right to charge a cancellation fee of AUD75.00 per person per booking for domestic departures, AUD75.00 for Trans-Tasman departures and AUD200.00 for international departures.  
25. If you wish to amend your Travel Product, we reserve the right to charge an amendment fee of AUD55.00 per person for domestic bookings, AUD55.00 for Trans-Tasman bookings and AUD150.00 for international bookings.  
26. The Third Party Travel Provider may also charge cancellation and amendment fees in accordance with the terms and conditions agreed between you and the Third Party Travel Provider. For example, if you cancel your Travel Product there will be no refund of your deposit, and the following cancellation fees may apply:  
Prior to final payment: There will be no refund of any additional Third Party Travel Provider deposit paid.  
After final payment: There may be cancellation fees charged by Third Party Travel Providers amounting to all or part of the cost paid.  
27. Most Third Party Travel Providers treat name changes and route and/or itinerary alterations as FULL CANCELLATION and can incur full cancellation charges.

### **Your obligations and warranties**

28. You warrant to us that: (a) you are at least 18 years old and have the power and authority to enter into a binding contract with us and with the Third Party Travel Providers of the Travel Products that you acquire; (b) the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process; and (c) you will maintain and promptly update this information to keep it true, accurate and complete.  
29. You warrant to us that you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover.  
30. You warrant to us that you will use the Booking & Advisory Services in accordance with these terms and conditions and you will not use the Booking & Advisory Services in any way to breach any laws or defame anyone.  
31. You agree to indemnify us from and against all claims, actions, suits, demands, liabilities, costs or expenses, losses, whether arising directly or indirectly from the use of the Booking & Advisory Services by you or any person using the Booking & Advisory Services through any means provided to you.

### **Privacy**

32. You acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy. The terms of our Privacy Policy are incorporated into these terms.

### **Jurisdiction and Law**

33. Use of the Booking and Advisory Services, and all terms are governed by the laws applicable in the State in which We carry on business. By acquiring the Booking and Advisory Services, you consent and submit to the exclusive jurisdiction of the Courts of the State where We carry on business in all matters arising out of or in connection with your use of the Booking and Advisory Services.

## **DEFINITIONS**

"We" and "us" means Toowoomba Cruise & Travel ABN 66 621 308 558, trading as Toowoomba Cruise & Travel.

"You" means any person who acquires the Booking and Advisory Services and includes any person who acquires a Travel Product (whether or not the Booking & Advisory Services were acquired by another person).