

Mekong Travel & Tours Australia

ABN: 28118138828

INSTRUCTIONS

The Australian Federation of Travel Agents (AFTA) is the peak industry body through which the business interests of travel agents are represented. AFTA seeks to enhance the professionalism of Travel Agents through various means including providing support through professional advice and services.

Given that AFTA receives complaints from consumers, a number of key areas of common complaint have been identified. AFTA seeks to address these issues by the issue of a document setting out Terms and Conditions (T & C's) that should be addressed in any Terms and Conditions documents that is relied upon by your business. Please note the list of issues is not exhaustive and there may be other issues particular to your business and clients.

AFTA acknowledges that all businesses are different and whilst the T & C's are general in their nature, each individual circumstance should be considered by the member before simply adopting another organisation's (T & C's). The document attached is not a T & C's document but rather identifies suggested areas that should be addressed. We are able to put you in contact with a specialist lawyer who will prepare a unique set of T & C's for your business. Further, AFTA cautions that the T & C's do not cover every scenario but seek to address common issues that arise more frequently.

Consumer complaints generally arise as a result of consumers not being fully apprised of their rights and obligations with the common response of "I didn't know that" or "nobody told me that". To ensure, as best as possible, that these issues do not arise it is highly recommended that T & C's used in your business are not hidden away in fine print where they cannot be easily located and read. Best practice would be to have the T & C's signed and dated and the copy retained. This may not always be possible with online purchasing. In those cases an acknowledgment of having read and understood the T & C's should be required before the transaction can be concluded. An easily accessible link to the T & C's should be provided with an appropriate location to acknowledge reading and understanding.

As indicated, proper consideration and advice should be obtained before simply adopting any T & C's or copying another group's T & C's.

We suggest that you look at your business and determine whether all, some or modification of the T & C's are appropriate.

Ultimately, ensuring the consumer has read and understood, or acknowledged reading and understanding, is crucial.

Finally, each State and Territory in Australia has varied legislation in respect of consumer rights and obligations. Each business should consider the law in their own jurisdiction to determine the appropriateness of the T & C's.

Level 1, Suite 12, 83 Leichhardt St Spring Hill BRISBANE QLD 4000 AUSTRALIA

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Passport / Visa

- Best to assume you need a visa but to be sure, enquire on Smarttraveller website.
- We may be able to assist with general enquiries but your responsibility to check.
- You will not generally be permitted to board plane/vessel unless six months validity of passport.
- Travel on foreign passport may require re-entry visa on return to Australia.
- Passenger's responsibility to inform us if passport / visa difficulty.

Travel Insurance

- You acknowledge we recommend.
- Short warning of lack of insurance.

General / Specific Travel Advice

- Your responsibility to check Smarttraveller for information and advice.
- Register with DFAT for emergencies.

Health Precautions

- Need for vaccinations / some countries may deny entry.
- Consult medical specialists.
- General advice Smarttraveller.

Prices / Cancellation Fees

- Generally price is only guaranteed once paid for in full.
- Quoted prices subject to change.
- Even if paid in full, price may change by reason of matters outside our control.
- Cancelled bookings may incur cancellation fees that may be up to one hundred percent of the cost of the booking.
- Some tickets may be non-refundable or transferrable.
- Supplier fees may apply where a booking is changed. If we incur a fee for booking you change or cancel, you are responsible.
- Any refund for cancelled booking will not be paid until supplier provides any refund.
- Required to pay deposit when booking – we will advise of amount of deposit.
- Some airfares or services must be paid in full at time of booking.
- Deposit non-refundable.
- Final payment no later than six (6) weeks prior to departure or booking may be cancelled and deposit lost.
- Credit card surcharge / delay for cheque clearance.

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- Cancellation fees for domestic / international travel.
- Local taxes.
- Changes to reservations, may not be possible or may incur fees.
- Excess baggage, traveller's responsibility.

Travel Documents

- Your responsibility to check accurate names corresponding with passport or identification for domestic travel.
- Not be permitted to travel if identification / passport not match ticket.
- Your responsibility to review all travel documents and immediately advise of errors in names, dates or timings.

Airlines / Cruise Lines

- Airlines/cruise lines are third party providers and impose different terms and conditions to the ones imposed by us. Client should read their T & C's before finalising travel bookings.
- There are numerous rules and regulations in relation to advance purchase and other discounted airfares which involve substantial cancellation or amendment fees and may be no refund on cancellations or amendments.
- Client's responsibility to re-confirm outbound and inbound flights and times.
- We not responsible for amended flight timings or other charges.

Frequent Flyer

- Your responsibility to let us know.

Service Providers

- We act as an agent and sell products on behalf of accommodation, transport and other providers such as airlines, rail, coach and cruise line operators.
- We are not a travel provider and, whilst we exercise care, we have no control over or liability for the services provided by the third parties.
- All bookings are subject to the provider's T & C's including conditions of carriage and limits on liability. You should read them before finalizing transaction.
- (*Issues for discussion*) We can provide their T & C's if you ask / your responsibility to look up / or give a link to their T & C's / or actually provide them
- Our service is to arrange and co-ordinate the service offered by third party services providers. We arrange a contractual relationship between you and the provider.
- We cannot guarantee the performance of the service providers.

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- Any brochures are not ours but are supplied by the service providers and we accept no liability for errors in that material.

Limits and Liability

- Subject to Australian Consumer Law we are not liable.
- Importance of travel insurance.

Governing Law

- Laws of Australia apply.
- Can insert your own State law.

Your Responsibilities

- You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our T & C's and if booking for third parties have conveyed these T & C's to them.
- You have read the T & C's of any third party service providers 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 seventy-two (72) hours prior to travel.
- You warrant and acknowledge that you have accessed the Smarttraveller website for any specific enquiries in relation to your intended destination.
- Passport / visa and other required identification documents are your responsibility.

Force Majeure

- This should be detailed in T & C's to avoid issues where severe weather or other disasters prevent scheduled arrangements occurring or flights departing.
- We are not responsible and reiterate importance of insurance.

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