

COVE TRAVEL TERMS & BOOKING CONDITIONS

1. DEFINITIONS

“**Australian Consumer Law**” means the *Competition and Consumer Act 2010* (Cth).

“**Cove Travel**”, “**Us**” and “**We**” means Cove Travel Pty Ltd ACN 085 741 831.

“**You**” or “**Your**” and “**Traveller**” means any person who acquires or seeks to acquire Travel Booking services from Cove Travel (whether or not acquired by You for Yourself or on behalf of another person, or by another person on Your behalf).

“**Travel Booking**” means a booking made by Cove Travel for You to obtain a Travel Service from a Travel Service Provider.

“**Travel Service**” means travel products and services provided by Travel Service Providers, including flights, cruises, accommodation, and ground transport.

“**Travel Service Provider**” means any airline, cruise line, car rental company, hotel or other accommodation provider, tour provider, travel package aggregator or similar third parties with whom a Travel Service is booked by Cove Travel for use by a Traveller.

2. CONTRACTING PARTIES, APPLICABLE TERMS AND LEGISLATION, GOVERNING LAW

2.1 Applicable terms and contracts formed

- (a) By requesting Cove Travel to make a Travel Booking for You, You warrant that You understand and agree to:
 - (i) these Terms and Conditions;
 - (ii) Cove Travel’s separate Privacy Policy (which is available in our agency and on our website [here](#)); and
 - (iii) the terms & conditions of each Travel Service Provider whose Travel Products form part of Your booking.
- (b) When You make a Travel Booking, You enter into a contract with:
 - (i) Cove Travel in relation to its services in placing Your Travel Booking; and
 - (ii) Travel Service Providers in relation to their delivery of and Your payment for their Travel Services.

2.2 Travel Service Providers’ terms and conditions

The terms and conditions of various Travel Service Providers are available from them, and may include rules and restrictions about the use and availability of products and services, refund and cancellation policies and limitation or exclusion of liability for death, personal injury, delay and loss or damage to baggage.

2.3 Australian Consumer Law

These Terms and Conditions do not limit, modify or exclude any rights that You have under the Australian Consumer Law.

2.4 Governing law

This agreement is governed by the laws of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and courts that may hear appeals from those courts.

3. ROLES

3.1 Cove Travel's role

- (a) Cove Travel offers a Travel Booking service that assists You to book and purchase Travel Products provided by Travel Service Providers. You acknowledge and agree that Cove Travel is the agent of those Travel Service Providers, and not Your agent.
- (b) Cove Travel does not give any guarantee, provide any warranty or make any representation, whether express or implied, in relation to Our Travel Booking services.
- (c) Travel Services able to be booked by Cove Travel are subject to availability and may be withdrawn, changed, delayed or cancelled by Travel Service Providers at any time.
- (d) Subject to any other rights You may have at law, Cove Travel is not responsible or liable for any refund, direct, indirect or consequential loss, damage, cost, expense or delay which arises as a result of or in connection with:
 - (i) any failure, delay, changes, cancellations or withdrawals made by a Travel Service Provider in relation to a Travel Service which forms part of Your Travel Booking;
 - (ii) any act or omission of any Travel Service Provider in the course of providing Travel Products to You; or
 - (iii) any representation made or information provided by a Travel Service Provider in relation to Travel Products, whether before or after a Travel Booking is made.

3.2 Your role

You acknowledge and agree that if You make a booking or payment on another Traveller's behalf, Cove Travel relies on Your authority to do so and You act as the agent of the other Traveller.

3.3 Travel Service Providers' roles

- (a) When You have acquired Travel Booking services from us, the Travel Service Provider(s) will provide You with Travel Service(s) on terms and conditions agreed between You and them.
- (b) We do not (and cannot) provide you with the Travel Service(s) and You do not pay us for any Travel Service.
- (c) You pay the Third Party Travel Provider for providing the Travel Service(s) to You. We accept payment from You as the Travel Service Provider's agent pursuant to clause 4.1.

4. TRAVEL BOOKING COSTS, FEES AND COMMISSIONS

4.1 Travel Booking costs held on trust

Cove Travel will hold funds paid by you for Your Travel Booking on trust until they are transferred by Us to the Travel Service Provider.

4.2 Cove Travel's fees

Cove Travel will charge, and You agree to pay, nominal booking fees for provision by Cove Travel of Travel Booking services to You. The amount of those fees will vary depending on the type of travel booking made, please ask Your Cove Travel advisor for details specific to Your Booking.

Fee amounts are taken as payment by Cove Travel and are not held on trust by it.

4.3 Travel Service Providers' fees and taxes

If any Travel Service Providers charge fees which are additional to, or if taxes are payable in relation to, Your Travel Booking:

- (a) You must pay and Cove Travel will take payment from You for such fees and/or taxes;

- (b) Cove Travel will remit those fees and taxes to the relevant Travel Service Providers and/or government agencies.

4.4 Commissions

Cove Travel may receive commissions, fees or financial incentives from Travel Service Providers in relation to Your Travel Booking.

5. CHANGE AND CANCELLATION

5.1 Change and cancellation fees

- (a) Cove Travel reserves the right to charge, and You must pay to it, change and cancellation fees if You change or cancel Your Travel Booking after it has been confirmed.
- (b) All changes and cancellation fees will be in addition to any applicable change and cancellation fees charged by Travel Service Provider(s), which You must also pay.
- (c) You must also pay any increase in the total cost of Your Travel Booking which results from Your change request.

6. Refunds

6.1 Your entitlement to a refund

Cove Travel will assess any request for a refund of its fees on a case by case basis, subject to any rights You may have under the Australian Consumer Law.

6.2 Travel Service Provider refunds

Nothing in this clause 6 limits or extinguishes any rights You may have to request refunds from Travel Service Providers.

6.3 No shows

- (a) For any Travel Service booked for a Traveller by Cove Travel, the Traveller must ensure that they check-in, present to, or otherwise attend any booking.
- (b) If a Traveller does not present or is late to their booking, Cove Travel is not responsible or liable for any refund, loss, damage, cost, expense or delay which arises as a result of or in connection with any such "no show". subject to any rights You have under the Australian Consumer Law.

7. FORCE MAJEURE

7.1 Force majeure event

- (a) This clause does not limit, alter or exclude any rights You may have under the Australian Consumer Law or any right to a refund from any Travel Service Provider.
- (b) Cove Travel is not responsible or liable for any failure or delay by it in providing any Travel Booking service due to events beyond Our control including but not limited to: acts of God, natural disasters, fire, explosion, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, riot, war, acts of terrorism, breakdown of communication facilities, governmental acts, changes in laws or regulations or national strikes.
- (c) For clarity, the inability of a Traveller to perform their payment or travel obligations, and any changes or fluctuations in travel market conditions or prices do not constitute a force majeure event.

8. TRAVEL DOCUMENTS

8.1 Accuracy of travel documents

- (a) You must ensure that all details included in Travel Bookings accurately mirror information included in each Traveller's identity documents which will be used at the time of travel. Any discrepancy may result in severe interruption of planned travel.
- (b) You must review Your Travel Booking documentation carefully and advise Us immediately of any errors in names, dates, or timings.
- (c) Cove Travel is not responsible or liable for any refund, loss, damage, cost, expense or delay which arises as a result of or in connection with any travel documents produced as a result of a Travel Booking made by Us using details provided by You for Yourself or on behalf of a Traveller.

8.2 Domestic travel

You must ensure that all Travellers (including children and infants) have a valid government-approved photographic identification card to travel domestically.

8.3 International travel – passport and visa requirements

- (a) You must ensure all Travellers have a valid passport for international travel which will remain valid for at least 6 months after the anticipated date of return to Australia.
- (b) Some countries require a machine-readable passport. You must ensure that Travellers have the correct passport at the time of travel.
- (c) While Cove Travel will endeavour to advise of any relevant passport requirements at the time of booking, Cove Travel is not responsible or liable for any refund, loss, damage, cost, expense or delay which arises as a result of or in connection with any passport.
- (d) You must ensure that all Travellers have valid visas and re-entry permits which meet the requirements of immigration and other government authorities both in Australia and any international destination to which they intend to travel.
- (e) Your Cove Travel advisor will endeavour to assist You at the time of booking to understand visa and permit requirements. However, Cove Travel is not responsible or liable for any refund, loss, damage, cost, expense or delay which arises as a result of or in connection with any failure by You to obtain all required documents for each Traveller prior to travel. Without limitation, any fines, penalties, payments, or expenditures incurred as a result of visa, permit or other authority documents not meeting Australian or other countries' requirements will be must be paid by You.
- (f) We strongly encourage all Travellers to visit <https://www.smartraveller.gov.au/> for up to date travel advice, consular information and assistance on travelling overseas safely and in a manner that complies with all travel requirements and authorisations.

8.4 Health

- (a) You must ensure that You are aware of all health requirements and recommended precautions relevant to Your Travel Booking and ensure that You carry all required vaccination documentation.
- (b) You acknowledge that in some cases, failure to present required vaccination documentation may cause You to be denied entry into a country.
- (c) We strongly recommend that You consult with Your local doctor or specialist vaccination clinic before commencing Your travel.
- (d) We also recommend You consider the general health advice for the destination You wish to visit available from DFAT (see www.smartraveller.gov.au).
- (e) Cove Travel is not responsible or liable for any refund, loss, damage, cost, expense or delay which arises as a result of or in connection with any required vaccinations, evidence, health checks and other health-related documentation being obtained by each Traveller prior to travel.

9. TRAVEL INSURANCE

- (a) The Department of Foreign Affairs & Trade highly recommend that You take out appropriate travel insurance to cover Your travel arrangements.
- (b) Cove Travel recommends that You visit <https://www.smarttraveller.gov.au/before-You-go/the-basics/travel-insurance> for more information on travel insurance.
- (c) We also recommend all travellers take out travel insurance, as soon any Travel Booking-related monies have been paid.
- (d) You must read the Product Disclosure Statement (PDS) from Your chosen insurer carefully and take special note of the inclusions and exclusions, as they may relate to Your particular circumstances.
- (e) You must declare pre-existing medical conditions so that cover for these can be assessed by the insurer.
- (f) While Cove Travel will assist You in relation to travel insurance including by preparing a travel insurance quote for You, it has no responsibility or liability for any refund, loss, damage, cost, expense or delay which arises as a result of or in connection with any disclosures which are or are not made, and/or ensuring appropriate cover is in place for each Traveller at the time of booking and/or prior to travel.

10. PRICES

10.1 Price components

- (a) Our pricing is inclusive of goods and services tax (GST) and/or any other applicable value added taxes.
- (b) If any currency conversion fees are applicable, these must be paid by You.
- (c) If any fees, charges, costs or other expenses are payable directly to any Travel Service Provider in connection with you Travel Booking, You are responsible for, and must pay all such fees, charges, costs or other expenses when required to do so by the Travel Service Provider.

10.2 Price Changes

- (a) All prices are subject to availability and can be withdrawn or varied by Travel Service Providers without notice. As such, prices quoted by Us are subject to change. You acknowledge and agree that prices are only guaranteed once Your Travel Booking has been paid for in full.
- (b) Price changes may occur by reason of matters outside Our control which increase the cost of a Travel Product and/or Travel Booking. Such factors include, but are not limited to:
 - (i) adverse currency fluctuations;
 - (ii) fuel surcharges;
 - (iii) taxes; and
 - (iv) airfare increases.

For clarity, clause 7.1(c) applies in respect of price changes.

- (c) Some Travel Products are available for 'Instant Purchase' due to dynamic pricing and availability. You acknowledge and agree that these Travel Products can only be secured by You at a certain price when paid for in full by You.
- (d) Some hotels charge local taxes and/or resort fees which are separate to the rate You pay for Your accommodation as part of Your Travel Booking. You acknowledge and agree that these amounts are payable on arrival by You directly to the accommodation provider.

11. PAYMENT TERMS

11.1 Payment methods

- (a) We will accept and You agree to pay for Your Travel Booking in cash, by Mastercard, Visa or American Express, by direct deposit or cheque..
- (b) We will charge and You agree to pay merchant fees for any credit card payments, as a 1% processing fee is incurred by Cove Travel in accepting these payments.
- (c) Direct deposits into Our bank account are also welcome, details as follows:

BANK	Bank of Queensland
BSB	124 001
ACCOUNT NUMBER	2136 9348
ACCOUNT NAME	Cove Travel P/L
REFERENCE	Booking number / surname

11.2 Before making payment

To minimise the risk of cyber interference:

- (a) You must call Cove Travel prior to making any payment, so We can confirm:
 - (i) the amount due to be paid; and
 - (ii) if required, Cove Travel's bank account details for payment via direct deposit.
- (b) You must **NOT** transfer money to Our bank account without first confirming Our account details verbally with Us in person or over the phone (Using the telephone number included on Our Website).

11.3 After making payment

Please send a copy of Your payment remittance to Us to assist us to issue tickets on the same day.

12. PRIVACY

You acknowledge and agree that we will collect, use, disclose and store your personal information in accordance with our Privacy Policy (available [here](#)). The terms of our Privacy Policy are incorporated into these Terms and Conditions.

Thank you for choosing Cove Travel to assist with your travel arrangements. We hope you enjoy your travels.

Cove Travel Pty Ltd
ABN 70 085 741 931 Lic. No. 3341412
Shop 31/1a Masthead Way, Sanctuary Cove, Hope Island QLD 4212.
Tel: 07 5577 9211
Email: info@covetravel.com.au
Mailing Address: PO Box 12,
Sanctuary Cove QLD 4212
