



Discover travel with a *personal* touch

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## **API TRAVEL - TERMS OF TRADE & SCHEDULE OF FEES**

Effective 01 July 2022

### **AGENCY ROLE**

- API Travel Pty Ltd (hereafter known as API Travel) acts as an agent between the customer and travel suppliers, selling products on behalf of the suppliers.
- API Travel Advisors provide a professional service which the customer has requested, to co-ordinate the services offered by travel suppliers.
- API Travel cannot guarantee the performance of the travel suppliers.
- It is necessary for us to formalize the contractual arrangements between customers and API Travel.
- It is important that you read and understand the API Travel Terms of Trade and Schedule of Fees (hereafter known as API Travel T&C's).
- API Travel will supply the customer with a copy of this form with every booking together with the Terms and Conditions of the travel supplier.
- All bookings are subject to travel suppliers Terms and Conditions including conditions of carriage and limits on liability. It is the customers' responsibility to read these before finalizing any transaction.
- We require you supply a signed acknowledgement form at the time of payment of your deposit or any payment required to secure your booking.

## API TRAVEL - SCHEDULE OF FEES

SERVICE DESCRIPTION	TRAVEL DESCRIPTION	FEE PAYABLE
<p><b>*RESERVATION DEPOSIT Non-refundable</b></p> <p>*In addition to deposit required by airlines, wholesalers, and travel providers with whom your bookings have been made.</p>	<p>International Travel</p> <p>Domestic Travel</p> <p>Cruise only</p>	<p>\$ 110 per person</p> <p>\$ 55 per person</p> <p>\$ 110 per cabin</p>
<p><b>BOOKING/TICKETING/CONSULTING SERVICES – Non-refundable</b></p>	<p>International All Airfares</p> <p>Australia All Airfares</p> <p>NZ All Airfares</p> <p>Airfares originating outside:</p> <p>Australia / Online Tours /Tours not distributed through Travel Agents.</p> <p>Accommodation less than 3nts</p> <p>Train tickets</p> <p>Frequent Flyer redemption</p> <p>Late Booking fees – travel within 48 hours</p> <p>Itinerary Planning Fee – non-refundable payable up front added to the cost of the trip.</p> <p>Travel Consultancy – service of general travel information including handling bookings and credits.</p>	<p>10% added to all fare types capped at \$ 850 per ticket</p> <p>\$ 55 per ticket</p> <p>\$ 75 per ticket</p> <p>Min: \$ 75 per ticket capped \$120</p> <p>10% added to the cost of the booking.</p> <p>\$ 75 per booking</p> <p>\$ 75 per booking</p> <p>\$ 275 per ticket -International</p> <p>\$ 150 per ticket - Domestic</p> <p>\$ 220 per ticket International</p> <p>\$ 110 per booking + additional communication &amp; courier costs if applicable.</p> <p>\$ 220 per booking</p> <p>Hourly charge of \$ 150 per hour.</p>
<p><b>**CANCELLATION FEES</b></p> <p>**In addition to the cancellation fees imposed by airlines, wholesalers, and travel providers with whom your bookings have been made.</p>	<p>All Travel arrangements</p>	<p>*Non-Refundable Deposit PLUS</p> <p>After booking has been paid in full - <b>10% of the value of booking</b> (less deposit) will be charged to cover loss of income for work already undertaken.</p>

<b>SERVICE DESCRIPTION (cont)</b>	<b>TRAVEL DESCRIPTION (cont)</b>	<b>FEE PAYABLE (cont)</b>
<b>FORCE MAJEURE</b>	the event of a Force Majeure event	Refunds, Credits, or charges apply as per the travel suppliers Terms and Conditions. API Travel will charge the non-refundable Deposit and the remaining <b>10% cancellation fee</b> will be held in credit for a period of 12 months after the original departure date. Thereafter the funds are non-refundable.
<b>***CHANGE FEES</b>  <b>***</b> In addition to the change fees imposed by airlines, wholesalers, and travel providers with whom your bookings have been made and any additional communication costs.	International flight tickets  Domestic & NZ flights  All other arrangements	\$ 175 per ticket  \$ 95 per ticket  \$ 110 per booking
<b>VISA/ENTRY PERMITS</b> when processed through our office.	All Visas	\$ 110 per person + Consulate fees, Visa handling, Couriers costs and Money order costs.
<b>CREDIT CARD PAYMENTS &amp; PAYMENT POLICY</b>  Surcharges and acceptance policy.	In the event, that the airline or travel supplier accepts credit card payments your card details will be provided directly to the travel supplier to act as the merchant and higher fees may apply.	API Travel Merchant fees:  2% Visa/Mastercard  2.75% American Express  3.75% International Cards  Credit card payments limited to a maximum of \$5,000 per booking where-in API Travel acts as the merchant. Otherwise, payment will be required by direct deposit.
<b>TRAVEL INSURANCE CLAIMS</b>	Process of paperwork required for Travel Insurance claims	\$ 250 per claim
<b>ARCHIVE SEARCHES</b>	When documentation has been requested for archived files	\$ 175 per search

## API TRAVEL - TERMS OF TRADE

### PRIVACY

The information collected is required to ensure accuracy of reservations made on your behalf. API Travel will provide relevant information to external suppliers such as hotels, tour companies, foreign consulates, as required for your booking. API Travel complies with all aspects of the Federal Privacy Act and the National Privacy Principles. All credit card payments will be taken as phone charge and details destroyed as per privacy act and if necessary, any fees as detailed in the Schedule of Fees will be charged to the same credit card.

### RESERVATION DEPOSIT

- The Non-refundable API Travel reservation deposit is payable at the time the reservation is confirmed in addition to any deposits charged by the travel supplier. Some travel suppliers may require a deposit up-front to request a booking.
- The Non-refundable API Travel reservation deposit will be deducted from the cost of your booking. Upon cancellation, the API Travel reservation deposit is forfeited and any other travel supplier deposits subject to their terms and conditions.

### PRICES

- All prices are quoted in Australian dollars unless otherwise noted and include GST where applicable and include API Travel service fees as outlined in the Schedule of Fees.
- Prices are subject to change prior to full payment of the services, at the discretion of the travel supplier. This is out of the control of API Travel.
- In the event a travel supplier quotes services in a foreign currency this will be advised at the time of providing the quote. The exchange rates utilized by the supplier is out of our control.

### DISCLOSURE OF INCOME

- API Travel may receive fees, commissions, gifts, or financial incentives from third parties in the operation of the travel business and the agent services provided for the customer.

### BOOKINGS & PAYMENTS

- Some travel services must be paid in full at time of booking.
- Payment for travel arrangements is required by the due date as advised in the Travel Statement as failure to do so may result in the booking being cancelled and deposit forfeited.
- Bank cheques accepted however will be required at least 5 days prior to the due date for the funds to be cleared to ensure bookings are protected.
- Credit cards can only be accepted by prior arrangement, fees apply as outlined in the Schedule of Fees. Where, the travel supplier acts as the merchant, credit card fees are subject to their Terms and Conditions.

### CANCELLATION

- API Travel cancellation fees will be charged after all arrangements have been booked and paid in full and when the cancellation has been requested by the customer or other event beyond our control.
- Some services booked are non-refundable or transferable and will be advised at the time of booking.
- Cancellation of bookings may incur fees from suppliers please ensure you read the travel suppliers terms and conditions, and these are in addition to API Travel cancellation fees.
- When a credit card is used as payment to the travel supplier directly, the refund will be made to the original credit card provided. Payment of API Travel service fees will be required prior to processing the refund.

## **REFUNDS**

- If a travel supplier is required to provide the customer with a refund for the booking, API Travel will provide the refund subject to the supplier's terms and conditions.
- When a refund is provided by a travel supplier API Travel will refund less any fees as per API Travel Terms and Conditions provided herein.
- Any refund for cancelled bookings will not be paid until the travel supplier provides the refund to API Travel.
- API Travel will not provide a refund for the service fees charged if the booking does not go ahead.
- API Travel is not responsible for the supplier delays in providing the refund.
- In a COVID-19 travel environment refunds will take much longer than usual due to the volume of cancellations and refunds.
- Airline airfare refunds can take approximately between 60-120 days to process.
- When a credit card is used as payment to the travel supplier directly, the refund will be made to the original credit card provided. Payment of API Travel service fees will be required prior to processing the refund.

**CHANGES** - Any changes made to a confirmed itinerary after it has been accepted by the client will attract change fees as per the Schedule of Fees, plus any communications costs incurred in securing further confirmations.

## **PASSPORT / VISAS & RE-ENTRY PERMITS / HEALTH PRECAUTIONS**

- It is the customer's responsibility to ensure they have the requisite documents before travelling to a destination and must advise API Travel of any passport or visa difficulty.
- Australian Passport holders must have a passport with at least 6 months validity after the return date.
- Foreign Passport holders generally need a re-entry visa to Australia.
- Please refer to [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for the important Top 10 Safe Travel Tips.
- Other important informational websites are [www.dfat.gov.au](http://www.dfat.gov.au)
- API Travel may be able to assist with general enquiries.
- API Travel may be able to assist with the processing of entry Visas to certain destinations. A fee will apply as per the Schedule of Fees.

**COMMUNICATION AND BANK COSTS** - Following prior agreement with Management, should a reservation incur communications costs and bank charges above normal costs associated with the booking, they will be payable by the client.

## TRAVEL INSURANCE

- Travel Insurance should be taken out at the time the deposit or payment is made for maximum protection. A policy can only be issued when the premium is paid.
- It is important to understand that the failure to take out Travel Insurance may incur financial hardship in the event of cancellation or disruption to your travel as defined by the policy.
- There are certain destinations where travel is not permitted without Travel Insurance.

**ITINERARY PLANNING SERVICE** - Should a detailed itinerary quote be requested with flight times availability, combined with tour or accommodation components, a planning fee, as per the Schedule of Fees, will be charged prior to the itinerary being prepared. The fee will be redeemable as part deposit when a booking is made.

**TRAVEL CONSULTANCY SERVICE** – Provision of general travel advice including handling bookings and travel credits that did not originate through API Travel. Any travel consulting outside the booking of travel arrangements a fee of \$ 150 per hour will be payable to cover the hours of work, the communication costs and use of professional contacts.

**LATE BOOKINGS** - Following prior agreement with management, a fee is payable for late bookings that require urgent attention.

**SPECIAL REQUESTS** - Special requests such as airline seating, meals, non-smoking rooms, bedding configuration, specific room requests in hotels and cruise cabin location, are at the discretion of the operator. Whilst API Travel will do our utmost to notify the operators of your special needs there is no guarantee.

## FREQUENT TRAVELLER

- It is the customers responsibility to advise API Travel of any frequent flyer membership
- It is the customers responsibility to advise API Travel if they wish to purchase an airfare which is eligible for frequent flyer points as not all airfares allow the accrual of points.
- API Travel is not responsible for the inability to claim points.

## AUTHORITY

In the event, that an accident, disaster, or emergency is reported to have occurred in a country where I/we will or may be travelling. I/we authorize you to disclose to the Australian Government Department of Foreign Affairs and Trade details of my/our itinerary (including without limitation, transport, and accommodation arrangements) and my/our contact details within Australia and overseas.

Please refer to [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for the important Top 10 Safe Travel Tips or refer to leaflet included in your final travel documentation. Other important informational websites are [www.dfat.gov.au](http://www.dfat.gov.au).

**GOVERNING LAW** - Australian Consumer Law and all other laws as applied by the State of Queensland.

## LIMITATION OF LIABILITY

- All services, coupons, receipts, and tickets are reserved and issued subject to the terms and conditions specified by the travel suppliers. (Refer individual brochures, websites and Terms and Conditions)
- By accepting the coupons, tickets and utilizing our services, the customer agrees that, apart from certain rights under the Australian Consumer Law that we cannot alter, neither API Travel nor any subsidiary company or representative shall be liable in contract, tort or otherwise for any loss, injury or damage, delay, additional expense or inconvenience by suppliers or third party providers over who API Travel has no direct control.
- API Travel is not liable for Force Majeure or any other event which is beyond API Travel's control or which is not preventable by API Travel.

## FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing any obligation under the Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in law or regulations national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include a) financial distress nor the ability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. In the event, that a Force Majeure applies, the customer will be bound by the travel suppliers' terms and conditions.

**YOUR RESPONSIBILITIES** - The customer agrees that they meet the following requirements:

- You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You warrant that you hold the correct and valid Passport/Visa and other required identification documents.
- You have READ and AGREE with API Travel T&C's and the terms and conditions of the travel providers booked by API Travel.
- You are authorized by other members of the travelling party to represent them and to provide their personal details for the purpose of making travel bookings.
- You are responsible for checking the accuracy of all documents provided to you and are responsible for any costs associated with correcting any errors provided to API Travel.
- You warrant and acknowledge that you have accessed the Smartraveller website for any specific enquiries including health and customs regulations in relation to your intended destination.

**API TRAVEL BOOKING FORM**

**(this page forms part of the Terms of Trade dated 01 July 22 for your records)**

**API TRAVEL–Client Booking Form** - will be provided as a **separate** attachment and must be **COMPLETED, SIGNED and RETURNED** with your payment.

- I accept the details provided by API Travel in the API Travel Statement dated ..... file number.....as correct.
- I have read and understood the API Travel Terms of Trade and Schedule of Fees and accept the conditions therein.
- I have read and understood the terms and conditions of the travel providers booked for travel itinerary and accept the conditions therein.
- I am authorized by all the members of the travelling party in the booking to provide personal information for the purpose of a travel booking.
- I accept responsibility to accurately advise the members of the travelling party of all the travel information provided by API Travel.
- I accept responsibility for any errors or inaccuracies provided to API Travel and understand that fees are payable to correct the booking.

**CUSTOMER NAME** \_\_\_\_\_

**CUSTOMER SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_