



## TERMS AND CONDITIONS

### 1. Acceptance of Terms and Conditions

You acknowledge having read these Terms and Conditions before requesting a quote/booking. Therefore, any quotation or booking request leads to the agreement and acceptance of the following Terms and Conditions, unconditionally and in their entirety.

### 2. Definitions

Meaning within these Terms & Conditions:

- 2.1. Trip (or Travel)** - the act of visiting Australia from an overseas country.
- 2.2. Across Australia** - an Inbound Tour Operator providing products and travel services in Australia to international clients.
- 2.3. Client (or Traveller)** – person(s) travelling to Australia, buying one or more Australian travel products and services from and Agent or directly from Across Australia.
- 2.4. Departure Date** – date when the traveller boards their departure flight to Australia to start their trip.
- 2.5. Agent** - an intermediate purchaser buying of one or more Australia travel products and services from Across Australia, on behalf of its client (traveller).
- 2.6. Supplier** - a direct provider of Australian travel products and services to Across Australia – ie. hotels, restaurants, tour operators, transfer companies, etc.
- 2.7. Services** - the travel products and services provided to the client in Australia.
- 2.8. Quote** - a products and services cost proposal provided by Across Australia to the Agent or Client to meet the Client's travel requirements.
- 2.9. Booking** - the purchase confirmation of the products and services offered in the quote.
- 2.10. Itinerary** - a detailed document provided by Across Australia to the Client with all their travel details, including a summary of all the products and services purchased from Across Australia and its confirmation details.
- 2.11. Voucher** - trading document provided by Across Australia to the Client, following their final payment. Vouchers need to be presented to the Supplier in order for their products and services to be provided. Without a Voucher, a Supplier may refuse to provide their Services to the Client. As such, Across Australia cannot be held liable.
- 2.12. Free Individual Traveller (FIT)** - a person or group of maximum 9 persons travelling to Australia.
- 2.13. Group** - a group of at least 10 persons travelling to Australia.
- 2.14. Tour Series** - a pre-organised group travelling itinerary, programmed by Across Australia and guaranteed to depart on pre-determined dates with a minimum of two people.

### 3. Quote and Booking Process

3.1. The Quote & Booking process follows the below steps:

- The Agent or Client contacts Across Australia via email with the client's travel requirements.
  - Across Australia replies via email with one or more Quotes as required.
  - When the final Quote is accepted via email by the Agent/Client, Across Australia will proceed with the confirmation of the products and services mentioned in the quote, subject to availability and confirmation by the final supplier. If a product or service is not available at the time it is requested, Across Australia will try its best to find a suitable alternative, subject to a possible price change.
  - Once all products and services have been confirmed by the local suppliers, Across Australia will send the Agent/Client a Booking confirmation and a deposit invoice, which must be paid by the due date.
  - A final invoice will be sent at a later date (see payment conditions below) and the travel Vouchers will be issued to the Client after the payment of the balance has been received.
- 3.2. For any late quote request, less than ten days before Travel, Across Australia will charge a fee of \$50 Australian dollars (AUD) per quote, even if the quote is not confirmed by the Client as a booking.
- 3.3. Please note that international and domestic flights are booked directly by the Agent/Client and are not included in the trip, unless otherwise specified.
- 3.4. For Tour Series, Across Australia reserves the right to close sales up to 45 days prior to departure. Across Australia will inform the Agent via email.

### 4. Price

- 4.1. Prices are usually calculated on a per person basis, based on the total number of participants in the Travel. The Booking confirmation may either specify a total price per booking or several prices per person which are therefore established on a passenger (pax) range basis. In case of a pax range basis, the final price to be paid by the Agent/Client will depend on the number of persons booked to Travel.
- 4.2. Prices specified in the Quotes & Bookings are based on the rates set by the Suppliers and include handling fees.
- 4.3. To cover the cost of communications, bookings with a net value of less than \$1,000.00 AUD will attract a minimum booking fee of AUD\$50.
- 4.4. All services quoted are NETT in Australian dollars including GST (Australian goods and services tax) and are non-commissionable.
- 4.5. Across Australia cannot be held responsible for the fluctuation of the Australian Dollar exchange rate with any other foreign currencies. The Agent/Client must check conversion rates at time of payment and assume potential conversion fees at their own expense.
- 4.6. Prices specified in the Booking confirmation cannot be modified prior to the departure date unless otherwise specified in the Amendments section below.
- 4.7. Unless otherwise specified in the Booking, prices do not include:
- International and Domestic Flights
  - Airport Taxes
  - Passport and Visa Fees
  - Vaccination Fees
  - Travel Insurance
  - Credit Card Payment Fees
  - Tips and Personal Expenses (mini-bar, beverages, laundry service, room service, phone calls...)

### 5. Payment

#### **5.1. Payment conditions**

- 5.1.1. For a Booking confirmed more than 30 days prior to departure, the Client must pay a deposit of 25% of the price at the time of confirmation. Some services, accommodations and special events may require a larger deposit or full pre-payment, which will be advised at time of booking.
- 5.1.2 The Client must pay the balance of the Travel 30 days prior to departure. Following payment, the Vouchers will be issued. If full payment is not received 30 days prior to departure, Across Australia reserves the right to cancel the booking.
- 5.1.3. For Bookings confirmed less than 30 days prior to departure, Across Australia will immediately require full payment after confirmation.

5.1.4. If a specific payment agreement is made between Across Australia and the Agent/Client, the specific agreement will take priority over the above. Lack of payment by the due date specified in the agreement, will incur the appointment by Across Australia of a debt collector agency who will ensure the proper execution of the agreement.

## **5.2. Payment process**

5.2.1. Payment can be made by credit card (Visa or MasterCard) or by bank transfer. Across Australia's bank account details are available below.

5.2.2. For credit card payment, a duly completed and signed card authorization must be emailed or faxed to Across Australia See Appendix at the end of this document.

5.2.3. Credit card payment generates an additional fee equivalent to 3% of the amount specified in the invoice.

## **6. Booking Amendments**

### **6.1. Modifications by the Supplier**

6.1.1. In case of force majeure, such as weather conditions threatening the Client's safety, the Suppliers may need to modify the Client's itinerary or cancel the Services, suggesting a suitable alternative if available. Any changes in price or refunds will be at the Supplier's discretion.

6.1.2. The cancellation of the Services by the Supplier equals to a cancellation by Across Australia. Please see the Cancellation Policy below.

### **6.2. Modifications by the Client**

6.2.1. Any changes should be requested to Across Australia in writing as early as possible. Last minute changes may result in suitable services not being available and incur higher costs.

6.2.2. After the confirmation of the Booking, any changes requested by the Agent/Client to one or more of the confirmed Services, will be charged as follows:

- More than 31 days prior to departure: AUD\$ 50.00 per change
- From 30 days to 15 days prior to departure: AUD\$ 75.00 per change
- From 14 days to 7 days prior to departure: AUD\$ 95.00 per change
- Less than 6 days prior to departure: AUD\$ 100.00 per change

The above fees are additional to any cancellation fees imposed by the Supplier for the amendment or cancellation of the confirmed services.

6.2.3. Prices are subject to change when the Agent/Client requests an amendment to the Travel dates, the number of persons travelling, the services booked, etc.

6.2.4. In case of a change in the Booking price, Across Australia will issue a new invoice for additional charges or a credit note for a reduction in price.

## **7. Cancellation Policy**

### **7.1. Cancellation by Across Australia or its suppliers**

7.1.1. Across Australia reserves the right to cancel all or some of the Services in the Booking in specific cases such as: failure by the Agent/Client to pay the price of the Booking, force majeure such as unfavourable/dangerous weather conditions, for reasons which endanger the safety of the Client and/or jeopardize the smooth running of the Trip, or if the Supplier is unable to provide the Services due to unforeseen circumstances.

7.1.2. In the event of cancellation by the Supplier before or during the Trip, Across Australia will endeavour to offer similar Services to the Client to ensure the smooth running of the Trip, within the limits of the client's budget and subject to availability.

In case of a reasonable refusal by the Client of the alternative Services, Across Australia will reimburse the price of the cancelled Services to the Client, excluding handling fees and possible cancellation fees charged by the Suppliers. The Client shall not claim any compensation thereafter.

7.1.3. Australia reserves the right to cancel the Booking if the payment of the full balance is not received within 30 days prior to the Client's departure. Across Australia will refund the deposit if initially paid by the Client except handling fees and possible cancellation fees charged by the Suppliers.

7.1.4. In any case, Across Australia will notify the Client of the cancellation via email and possibly by phone if the Client has provided a relevant telephone number.

## 7.2. Cancellation by the Client

7.2.1. The Client may cancel the Booking under the following conditions:

For **Individual Travel (FIT)**, the Client must pay the following cancellation fees:

- More than 31 days prior to departure: 10% of the Booking with a minimum of AUD\$200 per person participating in the Trip
- From 30 to 21 days prior to departure: 25% of the Booking with a minimum of AUD\$200 per person participating in the Trip
- From 20 to 15 days prior to departure: 50% of the Booking with a minimum of AUD\$200 per person participating in the Trip
- From 14 to 8 days prior to departure: 75% of the Booking with a minimum of AUD\$200 per person participating in the Trip
- Less than 7 days prior to departure: 100% of the Booking.

For **Groups**, the Client must pay the following cancellation fees:

- More than 90 days prior to departure: AUD\$90 per person participating in the Trip.
- From 90 to 45 days prior to departure: 25% of the Booking
- From 44 to 21 days prior to departure: 50% of the Booking
- From 20 to 8 days prior to departure: 75% of the Booking
- Less than 7 days prior to departure: 100% of the Booking

For **Tour Series**, the Client must pay the following cancellation fees:

- More than 90 days prior to departure: \$50 per person participating in the trip
- From 90 days to 46 days prior to departure: \$150 per person participating in the trip
- From 45 days to 31 days prior to departure: 25% of the booking
- From 30 days to 21 days prior to departure: 40% of the booking
- From 20 days to 15 days prior to departure: 50% of the booking
- From 14 days to 7 days prior to departure: 75% of the booking
- Less than 7 days prior to departure: 100% of the booking

In addition to our cancellation fees, all cancellation fees levied by suppliers will be passed on. We highly recommend all passengers to purchase travel insurance.

7.2.2. Any cancellations should be requested via email during trading hours (Monday to Friday 9.00am to 4.00pm Australia time), to the following email addresses:

- FIT: [online@acrossaustralia-nz.com](mailto:online@acrossaustralia-nz.com)
- Groups: [groups@acrossaustralia-nz.com](mailto:groups@acrossaustralia-nz.com)
- Tour Series: [operations@acrossaustralia-nz.com](mailto:operations@acrossaustralia-nz.com)

Outside trading hours, including Australian Public Holidays, any urgent cancellations should be requested by telephone: +61 (0)422 718 677, followed by an email for our files.

The day of receipt of the cancellation request will constitute the day of cancellation for the calculation of the cancellation fees.

7.2.3. In case of a specific agreement between Across Australia and the Agent/Client, the agreement will replace the above conditions.

## 8. Refunds and Claims

8.1. No refund can be claimed if the Client fails to present the required travel documentation to the Australian Authorities on arrival to the country.

8.2. No refund can be claimed if the Client fails to present the Voucher to the Suppliers and is therefore denied access to the Services.

8.3. Across Australia cannot be held responsible for delays caused by air, sea or land transportation that would result in the Client being unable to use the Services booked. If the trip is changed due to transport related issues, any resulting costs will remain at the expense of the Client.

8.4. Any Services that have not been used by the Client, or interruption of the Travel by the Client due the Client's fault, will not be refunded whatever the cause.

8.5. Potential complaints about the Trip must be received by Across Australia in writing, within 30 days after the departure of the Client from Australia. After this period, Across Australia cannot guarantee it will be able to follow up the complaints with the Suppliers or request any refunds if applicable.

## 9. Travel Insurance and Documents

- 9.1. Travel insurance is not included in the services provided by Across Australia. We strongly recommend the Client to purchase comprehensive travel insurance before starting their trip.
- 9.2. Each Traveller must ensure that their passport (valid for 6+ months after the return date) and travel documentation, including copy of their travel insurance certificate, are in order and that they have obtained the necessary visa and complied with all other requirements for their travel. Across Australia will not be held responsible for them travelling without the correct travel documentation.

## 10. While Travelling in Australia

- 10.1. Usually in Australia, check-in starts from 2:00pm and check out must be completed by 10:00 am. An early check-in or late check-out can be arranged but will generate additional costs which are not included in the price of the Quote, unless specifically requested.
- 10.2. Some hotels ask customers for a credit card imprint or a refundable deposit on check-in. Most credit cards are widely accepted in Australia. The Australian Dollar is the only currency accepted in Australia
- 10.3. Extra guests not using existing bedding will be accommodated on a rollaway/foldout bed or in a sofa bed.
- 10.4. Electricity in Australia operates on 220v and uses a 2 or 3 flat pin plugs, an adapter is indispensable.

## 11. Suppliers Terms & Conditions

- 11.1. Across Australia cannot be held responsible for the non-compliance of the Client, or refusal to comply with the Terms & Conditions of the Suppliers during the Travel.
- 11.2. Across Australia cannot be held responsible for any failure of the Client to exercise parental authority over their children during the Travel.
- 11.3. Due to the unpredictable economic impact of COVID-19, some services may no longer operate at time of travel. Should this happen, we will do our best to offer similar alternatives. These modifications could generate a price difference which will be passed on.
- 11.4. In addition, Australian authorities may have to put in place health security restrictions due to COVID-19, such as suppliers having to limit the maximum number of passengers per vehicle or during visits. Such measures could also generate an additional cost which would have to be invoiced.

## 12. Applicable Law

These Terms & Conditions are subject to the laws of the Commonwealth of Australia and any disputes will be settled under its jurisdiction.

## 13. Across Australia Address and Contact Details

**Across Australia**  
Level 3, 235 Macquarie Street  
Sydney, NSW 2000  
Ph +61 (0)2 9230 0837 / Fax +61 (0)2 9222 2145  
**Emergency phone:** +61 (0)422 718 677

Email addresses:

- FIT: [online@acrossaustralia-nz.com](mailto:online@acrossaustralia-nz.com)
- Groups: [groups@acrossaustralia-nz.com](mailto:groups@acrossaustralia-nz.com)
- Tour Series: [operations@acrossaustralia-nz.com](mailto:operations@acrossaustralia-nz.com)

## 14. Across Australia Bank Account Details

BANK NAME:	<b>MACQUARIE BANK</b>
ADDRESS:	1 Shelley Street, Sydney, NSW 2000
ACCOUNT NAME:	ACROSS AUSTRALIA PTY LTD
BSB:	182-512
ACCOUNT N°:	963237987
Swift Code:	MACQAU2S

## APPENDIX: CREDIT CARD AUTHORISATION

I hereby authorize **Across Australia** to charge my credit card as per below:

Cardholder's Name\*: \_\_\_\_\_

Credit Card Type\*: \_\_\_\_\_

Credit Card No.\*: \_\_\_\_\_

Expiry Date\*: \_\_\_\_ / \_\_\_\_

CVV No.\*: \_\_\_\_\_

Amount to Charge (in AUD)\*: \_\_\_\_\_

Description of Charge: \_\_\_\_\_

Booking Name\*: \_\_\_\_\_

Confirmation No.: \_\_\_\_\_

Cardholder's Signature\*: \_\_\_\_\_

*(\*) Mandatory fields*

*Please note that credit card payments generate an additional fee equivalent to 3% of the amount specified in the invoice.*

**Please sign and return the completed form via email to or fax to: +61 (0)2 9222 2145**