



## Terms and Conditions – Magna Carta Travel ABN 48 740 133 830

MCT “we”, “our” and “us” refers to the above entity. “You” and “Your” refers to yourself and all participants in the travel arrangements. Please read the Terms and Conditions (“T & C’s”) carefully. You must not make a booking or proceed with a booking unless You understand and agree with these Terms and Conditions.

By paying a deposit You explicitly express Your acceptance of these Terms and Conditions for yourself and any other traveller on the booking file. The headings used are solely for Your ease of understanding and are in no way binding in respect of the content or interpretation of the provisions.

### 1. The Nature of the Arrangement

- You contract Magna Carta Travel as a consultant to organise travel services (“Booking”) on Your behalf,
- Magna Carta Travel fulfils this contact in accordance with these Terms and Conditions.
- As Consultants we coordinate, establish, and administer legally binding arrangements between You and the various suppliers within your booking.
- As a standard practice we will organise 3 quotes for your required itinerary for free, but any changes, additions, request for checking other options or different airlines will incur a 50.00 not refundable deposit. Any modification to already created reservation, with date change or destination will be provided without any extra charges.
- Magna Carta Travel engages third party suppliers (“Suppliers”), like airlines, cruise lines, hotels, travel wholesalers etc You expressly authorise us to make travel bookings (“Reservations”) on Your behalf and to arrange relevant contracts between yourself and Suppliers. Whilst all care is taken to select these Suppliers, MCT cannot accept any responsibility or liability on behalf of these Suppliers.,
- Each Reservation is subject to the Terms and Conditions of the individual Supplier in addition to these Terms and Conditions.
- Your legal rights in connection with the provision of travel services are against the specific provider and, except in the event a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, Your rights are against that provider and not against us,
- You do not have any rights under the Australian Consumer Law if the Supplier is not based in Australia.

### 2. Disclosure of Fees and Commissions

- Magna Carta Travel receives commission from the suppliers, on some of the products You are buying, and this would not affect the price you are paying, however in many cases, for non-commissionable products and services there will be a service fee added to your final price.

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### 3. Professional Fees

- MCT reserves the right to charge Professional Service Fees or pass on specific costs on to You
- Any specific costs will need to be approved by You before that service is provided
- These Professional Service fees are non-refundable in the case of cancellation,

### 4. Money Matters

- In some circumstances You will be required to pay a deposit. The amount is determined by the Supplier.
- Each deposit is subject to the Terms and Conditions as well as the cancellation fees of the Supplier.
- You will be advised of due dates for interim and balance payments. It is Your responsibility to pay these before the due dates.
- Any payments that are not made by the due date advised to You could result in Your travel arrangements being cancelled or an increase in cost.

### 5. Payment Methods

- You may pay by direct deposit to our bank – St George Bank, Magna Carta Travel BSB 112 879 ACC 477 108 801 Payments made by direct deposit have no supplier insolvency protection.
- You may pay by your chosen credit card to a Supplier who becomes the Merchant, at such time we would advise you of their Merchant fee and this would show on your credit card statement as the Supplier name, Your purchase is then with the Supplier, not Magna Carta Travel. You will have to sign a credit card authorisation form
- When Suppliers do not accept credit cards as the Merchant the only acceptable form of payment is direct deposit to the above bank account, MCT can also charge your card via our virtual credit card facility, Travel Pay with their credit card fees,
- Merchant fees are in addition to the cost of your travel booking & a Credit Card Authority form is essential., those credit companies do not reverse these fees in case of refunds.

### 6. Prices

- All prices are subject to availability and can be withdrawn or varied without notice. Please also note that all prices are subject to change outside our control. Such factors include, but are not restricted to currency fluctuations, fuel surcharges, taxes and fare increases,
- We will always try to get the best price of the day for Your travel arrangements. However, many Suppliers use 'Dynamic Pricing' for their products which means that prices can vary widely on a daily basis between Your booking date and Your travel date.,
- If prices are quoted in a foreign currency, Your final payment price will be subject to the prevailing exchange rate on the day.

### 7. Cancellation and Change Fees

- Should You have to cancel or amend a booking, fees are subject to the Terms and Conditions of each individual Supplier.,
- Your refund will be provided by the Supplier. We will act as an Intermediary to obtain the refund from the Supplier.

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- In addition, Magna Carta Travel may charge a fee as per our Professional Fee schedule.

#### 8. Travel Insurance

- We strongly recommend that You take out appropriate Travel Insurance to cover Your travel arrangements as the time of the first payment. Travel Insurance is also strongly recommended by the Department of Foreign Affairs & Trade for all overseas travel. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death, loss of personal baggage and money and personal liability insurance,
- Insurance cover offered by your credit card's underwriter are not generally comprehensive enough and you should check the policy offering before accepting it

#### 9. Travel Advice

- For general travel advice as well as specific advice (including travel safety alert levels) relating to your destination You wish to visit and contact the Department of Foreign Affairs & Trade or visit their website [www.smartraveller.gov.au](http://www.smartraveller.gov.au) You can also register Your travel plans with DFAT, so that You can be more easily contacted in case of an emergency.,
- Major travel destinations have official websites providing local information pertinent to your travel itinerary.

#### 10. Passports and Visas

- **It is Your responsibility to have appropriate travel documents for Your journey**
- You must have a **valid passport** that is accepted in the countries You will be visiting,
- Many countries require at least six months validity from Your date of return
- You may need to apply for a **visa for specific countries**.
- Even for some 'visa free' countries You may need to apply for an 'electronic travel authority (ETA)' before departure
- If You are not travelling on an Australian passport, please ensure that You have a valid re-entry visa to Australia,
- **While we offer general advice and we can assist in obtaining visas, MCT does not do this for you and cannot be held responsible or liable for You not meeting the necessary and mandatory requirements,**

#### 11. Frequent Flyer and other Loyalty and Membership Schemes

- It is Your responsibility to advise us of any loyalty schemes You belong to and You accept full responsibility for understanding each schemes Terms & Conditions
- We will pass Your credentials to the Supplier
- We are not responsible for inability to claim points

#### 12. Health

- You must be aware of any health and vaccination requirements in the countries You plan to visit or transit

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- Failure to carry all necessary vaccination documentation may result in You being refused entry to a country,
- We recommend that You consult with Your local GP/Doctor, travel medical service or specialist vaccination clinic before commencing Your travel. General health advice for the destinations You wish to visit is available from DFAT (see [www.smartraveller.gov.au](http://www.smartraveller.gov.au))

### **13. Liability**

- We are liable to you for providing our Services in accordance with these Terms & Conditions,
- Our Services come with the guarantees under the Australian Consumer Law (ACL) which cannot be excluded. These guarantees include that the services: Will be provided with due care and skill, Will be reasonably fit for the specified purpose, Can reasonably be expected to achieve the desired result and will be provided within a reasonable time.
- If we do not meet any of the expectations set out in paragraph 14, you have rights under the Australian Consumer Law.
- Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorized access to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.
- Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded, we shall not be liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party Suppliers, force majeure or any other event which is beyond our control. Nothing in these Terms & Conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection law.

### **14. Liability of the Provider**

- Once we have arranged Services for You, the Provider will provide You with the Travel Product on their Terms & Conditions agreed between You and the Provider. You should obtain and read the Provider's Terms & Conditions before financial commitments,
- The Provider is liable to You for a breach of obligations in providing You with the Travel Product.,
- We have no control over or liability for, the services provided by Providers. We cannot guarantee the performance of the Provider and we have no liability in respect of any Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any provider of travel services or products by Providers. All arrangements are subject to the Terms & Conditions and limitations of liability imposed by the Provider.

### **15. Your Privacy**

- We respect Your privacy to the full extent of the law. While we collect Your personal data for the purpose of processing Your Reservation, we may add you to our mailing list only on the basis You may unsubscribe at any time either online or via an email to us.,
- We will not pass on any information about You to anyone but the Suppliers unless required to do so by law,
- If required to pass sensitive personal information to Suppliers, we will only do so in a secure manner

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## **16. Governing Law**

- If any dispute arises about this agreement or how this agreement applies the laws of the Commonwealth of Australia and the laws of the State of NSW, will apply.

## **17. Force Majeure or Frustrated Contract**

- Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond it's reasonable control: acts of God, accident, riots, war, terrorist acts, epidemic, pandemic, quarantine, outbreaks of infectious diseases or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, government acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability or raw materials or energy.
- For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to preform it's obligations hereunder.
- In the event that a force majeure applies, the customer will be bound by the Supplier's Terms & Conditions.

## **18. Your Responsibilities**

- You warrant that You are over the age of eighteen (18) and have sufficient funds to pay for the travel services,
- You provide correct information for all names and other details as per passports etc for all travellers You take responsibility to check these details before travel documents are issued, There may be costs imposed for name changes once documents have been issued, You are responsible for checking the accuracy of all documents and correspondence provided to You.
- You must advise us of any medical, dietary or mobility conditions that You or your Travel Companions may have,
- You have read our Terms & Conditions and if booking for third parties have also conveyed these Terms & Conditions to them e. You have read the Terms & Conditions of any Suppliers or Third Party service providers and agree to be bound by those
- You are responsible for contacting transport operators in sufficient time prior to travel to be able to accommodate schedule changes, Some transport operators may impose compulsory reconfirmation deadlines
- You are aware of the [www.smartraveller.gov.au](http://www.smartraveller.gov.au) website for any specific enquiries in relation to Your intended destinations
- Passport/visa and other required identification documents are Your responsibility.

We thank you for supporting your local Travel Agency

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## Service fees Table

In our agency we are using **Air Tickets** company for all tickets related services e.g. issuing new tickets, all reissues and refunds. This agency is charging their own service fee which is at the end added to the below charges and given to customer as one fee.

<b>International Ticket fee</b>	60 – 140.00 AUD (fee depends from the airlines, families are charged differently)
<b>Domestic ticket fee</b>	15.00 AUD per sector
<b>Intra EU/American</b>	35.00 AUD per sector
<b>Reissue/voluntary changes</b>	55.00 AUD + 26 Air Tickets plus any additional charges due to upgrade of fare
<b>Reissue involuntary changes</b>	FOC
<b>Reissue of domestic ticket</b>	15.00 AUD plus 11 Air Tickets
<b>Cancellation fees are</b>	170-300.00 AUD on the top of any Airlines charges and fare booked (business, premium economy or economy, different fares and different charges)
<b>Domestic cancellation</b>	50.00 AUD
<b>Any voluntary changes like reissue, cancellation, issuing of flights which starts outside AU will incur a service fee of 26.00 charged by Air Tickets office (on the top of MCT fees)</b>	

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