

# BOOKING TERMS & CONDITIONS

*Please read these booking terms and conditions carefully as they contain important information about your agreement with Southern Crossings Australia (SX).*

## TERMS

'Client' refers to the person(s) or company making the booking with SX.

'SX' refers to Southern Crossings Australia (ABN: 77 613 667 084).

*Note: For bookings including New Zealand and South Pacific travel arrangements, 'SX' refers also to Southern Crossings Ltd (New Zealand) (NZBN: 9429039211842).*

'Suppliers' refers to service providers engaged by SX to provide the various components of the booking.

By paying the initial booking deposit, the Client acknowledges having read, understood and agreed to these booking terms and conditions.

## PRICING

All prices are quoted and invoiced in Australian dollars and include GST, which is currently 10%.

For bookings including New Zealand and South Pacific travel arrangements, these services will be invoiced separately in New Zealand dollars, inclusive of NZ GST, which is currently 15%, or in other currencies as advised at the time of quote.

Should these taxes change at any time, SX reserves the right to adjust prices accordingly.

Prices are valid only for the dates set out in the itinerary. Unless stated otherwise, prices are quoted on a per person double occupancy/twin share basis. Unless stated otherwise, prices exclude air travel.

SX will use all reasonable efforts to maintain costs as quoted at the time of booking, however SX reserves the right to pass on as a surcharge any cost increase due to circumstances beyond its control.



## DEPOSITS

Unless otherwise specified\*, a 25% deposit must be received by SX within 7 days of invoice or the date 45 days prior to commencement of travel arrangements booked with SX, whichever occurs first, in order to secure the travel arrangements as outlined.

For bookings made within 45 days of commencement of travel arrangements, full payment is required at the time of booking.

If payments are not received by the due date, SX reserves the right to cancel the booking.

Deposits are refundable\* (less cancellation fees and processing charges, which will be determined at the absolute discretion of SX, and non-refundable Supplier deposits) up until 60 days before commencement of travel arrangements booked.

*\*Certain suppliers may require additional deposits and/or pre-payment. Bookings made in peak/special event periods may also require additional deposits and/or prepayment. Any such additional deposit requirements will be advised upon booking, and will be highlighted separately on the billing advice. Additional supplier deposits are generally non-refundable.*

## PAYMENT

Unless otherwise specified, full payment of all travel arrangements must be received no later than 45 days prior to the first date of travel arrangements booked with SX. Specific Supplier and/or festive booking conditions may require full payment earlier than 45 days prior to travel, and will be advised at time of booking, if applicable.

SX prefers to receive payment by funds transfer direct to the nominated bank account. Please refer to the bank details provided on the billing advice.

SX prefers to receive credit card payment via Flywire, a secure online payment system.

For credit card payments, please be advised that it may be necessary to notify the credit card supplier in advance to ensure authorisation of the transaction.

## AMENDMENTS

All booking variations and amendments must be advised in writing, and SX will endeavour to accommodate any amendment request. SX reserves the right to pass on and recover any costs arising from the change of itinerary, and may, at its sole discretion, apply an amendment fee for any changes to a confirmed booking, whether or not SX is successful in confirming the requested amendment.



## CANCELLATIONS

### **Cancellation by the Client**

Cancellation of any / all arrangements must be received in writing.

The following cancellation charges apply year-round, with the exception of the 'Special COVID-19 Cancellation Conditions' outlined below (if applicable).

For cancellations received by SX:

- More than 60 days prior to first date of travel - a per person fee of AUD\$500, in addition to any cancellation charges imposed by Suppliers\*, will be charged;
- Within 60 - 46 days prior to first date of travel - Client will forfeit all deposits paid, in addition to any cancellation charges imposed by Suppliers\*;
- Within 45 days of first date of travel or in the event of a 'no-show', Client will forfeit, at the absolute discretion of SX, up to 100% of total itinerary costs.

Any costs incurred by SX (including, but not limited to, Supplier cancellation fees, communications costs, and credit card merchant fees) will be charged in the event of all cancellations.

Where a booking also includes travel arrangements in New Zealand and / or South Pacific, cancellation charges as outlined above will apply for each destination separately. Such charges will be applied in NZ dollars or in other currencies as advised at the time of booking.

*\*Please note: Some Suppliers and bookings made in peak/special event periods (e.g.: New Year's Eve) may be subject to particularly stringent cancellation policies and charges. Whilst SX will make every attempt to recover such costs, it is at the discretion of the individual Suppliers.*

### **Cancellation by SX – Force Majeure**

If SX is affected by a Force Majeure event (including but not limited to Acts of God, explosion, flood, tempest, fire, war, sabotage, terrorism, civil disturbance, sickness, epidemic, pandemic, weather conditions, government or third-party intervention) an SX representative will notify the Client as soon as reasonably practicable of the nature and extent thereof.

SX will not be liable to the Client or any other person, by reason of delay in performance or non-performance of any of its obligations due to a Force Majeure Event.

If SX or its Suppliers are affected by a Force Majeure Event, SX is entitled to vary or cancel any component of the itinerary. SX will use all reasonable endeavours to reimburse the Client, however payment of any refund will remain at the sole discretion of SX.



### **Special COVID-19 Cancellation Conditions**

In the event that travel cannot commence due to government regulations relating to COVID-19, the arrangements may be moved to an alternative, mutually acceptable date. Southern Crossings will not charge amendment fees for such changes, however any applicable Supplier cancellation or amendment fees will be charged accordingly. If a booking is moved to an alternative date, additional amounts may be payable due to changes in Supplier rates or peak / special event period surcharges applicable on the new travel dates.

If travel is not possible due to COVID-19 travel restrictions, and the Client is not able to commit to new travel dates immediately, the booking may be cancelled. In such instances, the amount of AUD\$500 per booking will be retained by SX as a credit for future travel to be used within 24 months of the original booking date. Any funds on file in excess of the travel credit may be refunded. Any other charges incurred by SX (including, but not limited to, Supplier cancellation fees and credit card merchant fees) will be charged accordingly.

The Special COVID-19 Cancellation Conditions are only applicable if travel is not possible due to government regulations which completely restrict entry to Australia due to COVID-19. Standard cancellation fees may apply if travel to Australia is allowed, but the Client does not adhere to the necessary entry requirements (please refer to Visas, Travel Documents and Vaccinations for further details).

SX will not be liable to the Client or any other person, by reason of delay in performance or non-performance of any of its obligations in these circumstances.

### **REFUNDS**

Where a refund is payable for any amended or cancelled services, SX reserves the right at its sole discretion to withhold any cancellation or amendment fees in addition to any non-recoverable costs (including, but not limited to, credit card processing fees, payments to agents, and Supplier cancellation fees).

For Australia travel arrangements, all refunds are processed in AUD and will be subject to the applicable currency conversion rate on the day.

For New Zealand and / or South Pacific travel arrangements, all refunds are processed in NZD or other currencies (as per original payment currency), and will be subject to the applicable currency conversion rate on the day.

### **LIABILITY**

The Client accepts that SX at all times acts only as an agent for all accommodations, airlines, excursions, recreational activities and transport operators and that SX is not liable in relation to any of these principals'



services. All bookings are made subject to the terms and conditions and limitations of liability imposed by the Suppliers.

SX does not warrant the performance of any Supplier and the Client releases SX from any liability for any loss or damage, cost or expense (including without limitation any property damage, death or personal injury), suffered by the Client which arises from any act or omission of a Supplier or failure by a Supplier to meet the Client's expectations.

SX does not accept liability where passengers fail to arrive on time for any element of their journey due to delayed flights or third-party arranged rail, ferry or coach service or travel of any form.

Some tours require a minimum number of passengers to operate. If minimum numbers are not achieved, tours may be cancelled at short notice. Some Suppliers also reserve the right to cancel departures for other reasons (e.g. adverse weather conditions). Please enquire at the time of booking for these special terms and conditions. Some tours and itineraries may also vary and attractions may be substituted due to seasonal conditions. SX will not be held liable for a service variation, cancellation, delay or withdrawal, or a Supplier's failure to notify the Client.

SX strongly recommends Clients protect themselves against loss of deposit, cancellation charges, medical expenses or loss of personal possessions by taking out comprehensive travel insurance at the time of booking.

The Client acknowledges being made aware of these terms and conditions before making the booking with SX and the Client indemnifies SX against liability to the Client and to any person for whom the Client has booked for any loss or damage, cost or expense (including without limitation any property damage, death or personal injury), except to the extent (if at all) caused by the negligent or wilful act of SX.

## VISAS, TRAVEL DOCUMENTS AND VACCINATIONS

It is the Client's responsibility to ensure that all passports, visas, travel permits, health certificates, or other documentation required for travel are obtained, and are in order, and that all required vaccinations have been obtained. It is the Client's responsibility to meet any additional costs incurred either by the Client or by SX on the Client's behalf, as a result of any failure to comply with these requirements.

The Client must correctly adhere to all Australian government entry requirements relating to COVID-19 (such as COVID-19 vaccination, if applicable). If Australian government regulations require proof of a negative COVID-19 test prior to travel, cancellation fees as per the standard 'Cancellation by the Client' clause will apply in the event of a positive test which results in the Client being unable to travel. In such an instance, SX will work with Suppliers to reschedule travel to an alternative date and do its best to minimise cost to the Client.



*Note: All visitors to Australia (except Australian and NZ passport holders) will need a visa, obtained before departure for Australia.*

### **SPECIAL REQUESTS**

Clients must inform SX in writing prior to booking confirmation of any special needs (diet, facility or otherwise) which, if not met, may adversely affect the enjoyment of their intended itinerary.

Any such request received will be fulfilled if reasonably possible. Any additional costs incurred by SX or its Suppliers in accommodating the special needs and requests of Clients will be passed on to the Client. SX agrees to inform the Client of any such charges prior to making the necessary arrangements.

### **ERRORS AND OMISSIONS**

Although SX has taken every effort to verify the accuracy of statements made in trip documentation including brochure, website and itineraries, SX is not responsible for any error, omission or unintentional misrepresentation that may occur.

### **GENERAL**

The laws of New South Wales, Australia, govern this agreement and any legal action or proceeding in connection with it, and each party irrevocably and unconditionally submits to the jurisdiction of its courts. SX reserves the right to vary these booking terms and conditions by providing an updated version to the Client within 60 days of any change.

As far as possible all provisions of this agreement will be construed so as not to be void or otherwise unenforceable. If anything in this agreement is void or otherwise unenforceable then it will be severed, and the rest of the agreement remains in force.



## PRIVACY

Before providing Southern Crossings with details about another individual, the Client must ensure that the individual is aware of

- a) The proposed disclosure of their information to SX (and any relevant third parties) and the purpose for which the information is collected and used; and
- b) The individual's ability to request access to the information SX holds about them.

Any personal information about the Client collected by SX may be stored and used for any purpose associated with the operation of a trip or to provide the Client with marketing material in relation to SX events and special offers. The information may be disclosed to SX agents, service providers or other Suppliers to enable the smooth operation of the itinerary; or to other third parties as required by law. SX will otherwise not disclose any personal information without the consent of the Client.

The client may request access to any personal information that SX holds about them and may notify SX at any time if they wish to have the personal information held about them edited or deleted (notwithstanding SX's legal obligations to store information).

For further information regarding SX Privacy Policy refer to <http://southern-crossings.com/pdf/PrivacyPolicy.pdf>

