



## The important stuff - Hoot booking conditions

Holidays are fun but there is a serious side to travelling. So that everything goes smoothly it's important you understand (and agree with) our booking conditions. Please have a good read of these and ask your Holiday Specialist if you have any questions.

**BOOKINGS:** You can make your booking request through Hoot, bookings are subject to availability of flights, accommodation, transfers, and any other services at the time of booking request. All verbal and written quotes are subject to change until a final confirmation of the booking is made in writing and the receipt of the required deposit. The person making the booking will be deemed to have accepted these booking conditions on behalf of all travelling.

**NAMES:** It's super important that the names given at the time of booking MUST match the name that appears in their passport. All travellers need to know that if the name is incorrect, and tickets are issued in the incorrect name, then they will be responsible for the applicable reissue fees and any increases in departure taxes and levies. Some airlines do not allow name changes even the smallest of changes, and in these circumstances, you will need to purchase a new ticket

**DEPOSITS, TICKETS AND BALANCE OF PAYMENTS:** A non-refundable minimum deposit of \$100 per adult is required within 7 days of confirmation of booking, you will be advised of any additional deposit requirements and final payment conditions for any service at the time of booking. Receipt of deposit acknowledges you have read and accepted Hoot's Booking Conditions. Payment for issue of tickets is subject to airline conditions, as a guide this will range from immediately to within one (1) week of booking. Balance of payment is due 35 days prior to departure, or earlier as advised. If no payment or notification has been received by the due dates, we reserve the right to treat the booking as cancelled. In the event of cancellation only monies left, after all suppliers and other cancellation fees have been deducted including Hoot's non-refundable deposit, will be refunded. If the booking is made 35 days or less prior to departure, full payment is required at the time of booking. Payment by Credit Card may incur surcharges

**CANCELLATIONS:** We really hope this doesn't happen but should you or any member of your travelling party be forced to cancel, you must notify us in writing. Cancellation fees are a minimum of the deposit paid or payable and up to 100% of the total land content. This cancellation fee will be in addition to any fee charged by the airline/s or other carrier/s. Once your airline ticket is issued and subject to the airline conditions, cancellation fees, usually up to 100% of the cost of tickets will apply. In addition to any cancellation fee charged by a Principal, if a confirmed reservation or booking for any reason, Hoot Holidays will retain its commission or service fee charged in respect of the travel arrangements. You acknowledge that the retention by Hoot Holidays of the commission or service fee is fair remuneration for the work done by Hoot Holidays in arranging your travel arrangements.

**REFUNDS:** No refund is available for cancellations after travel has commenced and no refund can be made in respect of accommodation, meals, tours, sightseeing excursions, and any other services included but not utilised. If your travel arrangements are cancelled for any reason (including force majeure) after you have paid, no refund will be available to you until Hoot Holidays receives the monies from the Principal involved. Hoot Holidays are not responsible for any delays by a Principal in processing a refund. You should be aware that airlines may take a significant time to process a refund. Unless otherwise stated in your costings and itinerary document in addition to any fee charged by a Principal, Hoot Holidays will charge you a fee to process a refund request based on the rate of \$50.00 plus GST. Hoot Holidays earns commissions and/or charges service fees in making your travel arrangements. Hoot Holidays reserves the right to retain the commissions and service fees that is earned on your booking from any refund should your booking be cancelled for any reason (including for force majeure).

**CHANGES:** We know that sometimes things can change. Changes requested by you to a confirmed itinerary will incur an amendment fee that will be a minimum of \$50 per adult per amendment plus any fees levied by any of the service providers. A deposit held confirms your booking but does not guarantee prices. If we have to amend the price or details of all or part of a booking for reasons that were unforeseen and not of our doing, we reserve the right to adjust prices as necessary at any time. This would only occur due to factors which are outside our control and include such things as currency fluctuations or any other charge or change that could cause airfare increases, hotel price increases or any other increases in services that are part of the booking price. If such changes in itinerary and prices did not suit, you would have the right to ask for rearrangement of your itinerary or cancel completely. In the event of rearrangement or cancellation only monies left, after all suppliers and other cancellation fees have been deducted, will be refunded.

**INSURANCE:** We strongly recommend that you purchase a comprehensive travel insurance policy which will under certain circumstances and subject to policy conditions, cover such things as cancellation fees, baggage, personal liability, accident, and medical cover. Travel insurance should be arranged the same time as paying any deposit. We will not be responsible if your Travel Insurance does not provide you with the adequate cover in the event you need to claim

**TRAVEL DOCUMENTS:** All travellers must be aware of passport, visa, health, and any other requirements of overseas countries to which they intend to travel. It is the responsibility of all the members of the travelling group to obtain a valid passport and any visa, health or other travel documentation required by the overseas countries. We will not be responsible and will not be held liable for any expenses, costs or losses incurred in relation to a traveller's failure to comply with overseas countries entry/health requirements.

**BAGGAGE:** For most of our destinations you don't need much more than swimmers and a sarong but even so please make sure you read your travel documents for the low down on baggage allowances as these can vary from airline to airline. Excess baggage (if your airline allows it) can be expensive (and is the responsibility of the travellers) so make sure you check before you go.

**RESPONSIBILITY:** We act as agent for various travel service providers. Your contract is with the travel service provider and not with us. All bookings are made subject to the terms and conditions and limitations of liability imposed by the travel service provider. While we do our best to ensure your travel arrangements are satisfactory, we are not responsible for the provision of travel services and have no control over travel service providers. We accept no liability whatsoever for any loss, cost, expense, or inconvenience that any traveller may suffer as a result of an act or omission of any travel service provider or that is otherwise beyond our control. It is the responsibility of each traveller to arrange appropriate travel insurance. To the extent that liability cannot be excluded, liability is limited to the cost of the purchased travel services. It is the responsibility of each traveller to ensure that he or she is in possession of travel documents that comply with government and transportation company regulations.

**TRAVEL SAFETY:** It is the responsibility of all travellers to be aware of the safety, local conditions and issues that may exist at any destination they are travelling to or through. One source of travel advice is the website of the Australian Department of Foreign Affairs and Trade [www.smartraveller.gov.au](http://www.smartraveller.gov.au). We recommend that all travellers register their travel plans on [www.smartraveller.gov.au](http://www.smartraveller.gov.au) before commencing their travel.

**LAW OF CONTRACT:** Any contracts and any legal action arising are governed in all respects by the law of the State of New South Wales, Australia

**PRIVACY POLICY:** By proceeding with your booking, you agree to and acknowledge our Privacy Policy, details of which can be found at <http://www.hootholidays.com.au/privacy-policy.php>

**YOUR RIGHTS UNDER AUSTRALIAN CONSUMER LAW:** Nothing in these terms and conditions is to be read as excluding, restricting or modifying your rights under the Australian Consumer Law and other legislation given to consumers in relation to the supply of goods and services

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