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# **Travel Industry Club Terms & Conditions**

# Introduction

Francis Travel Representation Pty Ltd, trades as Travel Industry Club, and is a membership club for present and past travel industry personnel. The objective is to offer special discounts to Travel Industry Club members, as negotiated with the numerous and various suppliers in different categories. Travel Industry Club is a conduit for suppliers distressed inventory.

Travel Industry Club requires that members who purchase any product from them are legitimate, current financial members under the membership conditions and also accept Travel Industry Club conditions as set out in this document. Travel Industry Club may be referred to as TIC in this document.

# Membership

Membership is open to most present and retired industry personnel which is listed on Travel Industry Club's website. <u>Please click here.</u>

Suppliers nominate which category of membership they will allow to access these special discounts. On each landing page of the TIC website promoting the supplier's product, there is an eligibility qualification relating to that product. It is noteworthy that not all members will be able to qualify for a specific product. Members join on-line on the website. It is the members' responsibilities to ensure they have the appropriate ID for the category under which they join. Members may be required to produce ID at anytime by either TIC or the supplier at any stage during the booking process or when travelling. At least one person in the booking must be a legitimate and current financial member at the time of reservation.

Membership fees are on the website and are \$35 per annum or \$69 for 3 years. They are non-refundable. Renewals are automatically sent when due. It is also the members' responsibilities to ensure their details are kept up to date.

## **Executive Summary of Key Terms & Conditions**

Travel Industry Club is an agent in selling products on behalf of suppliers. As such TIC arranges and coordinates services offered by suppliers.

TIC cannot guarantee the performance of the suppliers.

Bookings are subject to the supplier's T & C's including conditions of carriage and limits on liability. Members are responsible for reading these before finalising.

The special discounts offered to TIC members are a privilege and TIC and suppliers' services should be respected and not abused in anyway.

Due to the elite nature of these special discounts, not available to the general public, members are required to keep the rates and special conditions confidential at all times, including when travelling. Disclosure of these outside of our group could mean cancellation of membership to TIC.

Due to the heavy discounts suppliers' products are mostly made available for purchase in a shorter lead time to that available to the general public. Some suppliers (for example) will not confirm specific cabins until very close to sailing time. Suppliers' conditions are specific to their company policies and differ widely. Travel Industry Club can advise members on these.

Due to the heavy discounts, members are generally required to pay their booking in full within a time frame of a day or up to 5 depending on the suppliers' payment conditions.

TIC may receive fees, commissions, gifts or financial incentives from third parties.

Due to the heavy discounts offered Travel Industry Club's potential income is reduced below market levels. TIC reserves the right to charge fees to cover the cost of operation and administration. An explanation of what our fees cover is available on our website or click here

# Fees: Non – refundable

Airfares: Per person per class: Economy \$50, Premium economy \$75, Business class \$100 Cruises: Per person \$100

**Amendment fees**: A minimum of \$100 per person per amendment. This is in addition to any fees charged by the Supplier.

**Cancellation fees**: Will depend on the product pricing but in general we return the exact amount we receive from the supplier and retain the balance paid to TIC for the work done in booking, cancelling and associated operation costs. We retain a minimum of \$400 per person or approx. 10% of the price paid to TIC. Our cancellation fees are in addition to any supplier fees.

Recent changes in suppliers refund policies and the fact that industry rates are so significantly lower, Travel Industry Club may have fees on top of suppliers' claims of 100% credit or refund.

The fees charged by suppliers (airlines, cruise lines, tour operators, hotels, wholesalers) can be up to 100% depending on the time frame of the cancellation. Suppliers products can be non-refundable or non-

transferrable. Suppliers cancellation fees can be found on their websites under Terms and Conditions. We will endeavour to include these on our confirmations to you.

**Refunds**: Any refund for cancelled bookings will not be paid until TIC has received the refund from the supplier. Travel Industry Club is not responsible for supplier delays in issuing refunds.

## Prices

Prices are quoted in Australian dollars

Prices on the website are subject to change, availability and conditions.

Prices are subject to change at the discretion of the supplier, prior to booking. This is outside of TIC's control. Prices may include applicable taxes

Prices are only guaranteed once reservation is paid in full.

# Agency:

Travel industry Club is an agent selling products on behalf of suppliers and arrange and co-ordinate the service offered by the supplier.

Travel Industry Club cannot guarantee the performance of the suppliers.

Bookings are subject to the supplier's Terms & Conditions including conditions of carriage and limits on liability. Members are responsible for reading these before finalising transactions.

Any brochures are not TIC's and TIC accepts no liability for errors.

## Website

Travel Industry Club's website is the intellectual property of the TIC and all title, ownership rights, including copyright, rest with TIC. TIC updates the information regularly and as needed. The information is subject to the Supplier's information and due to their dynamic pricing, may not be fully accurate at all times. The website is a guide to pricing and does not guarantee any availability at the time of enquiry.

# Booking engine (booking on-line)

In making a hotel, air or car reservation through the booking engine, Travel Industry Club acts as an agent for the hotel, car hire or airline concerned. Travel Industry Cub accordingly accepts no responsibility or liability for any misunderstanding or error, whatsoever caused in respect of any reservation made through the booking engine. The onus rests on the member to read the booking rules and ensure your booking abides by these, to carefully check and correct any mistakes in the reservation request and in any confirmation thereof received from the hotel, car hire or airline. As a condition for use of this travel web site including any service or facility such as the booking engine, members agree to indemnify Travel Industry Club from and against any liability, damage or loss that TIC incurs or suffers as a result of any action, inaction or omission on the member's part.

## **Bookings & Payments**

On confirmation of a booking, members will receive a written detailed confirmation by email. It is the member's responsibility to check the email contains correct information, including spelling of names. It will have the payment amounts and dates due and if not acted on within that time, the booking could be cancelled.

Due to the nature of Industry fares, they are often subject to being non-refundable and require full payment the same day or a few days later, as set out in the confirmation email.

Payment, bank details will also be noted in the email.

Some suppliers provide Travel Industry Club with prices in currencies other than Australian dollars and the full and final price may fluctuate and be recalculated until final payment is received from members. Due to suppliers dynamic pricing systems prices may change and can only be guaranteed once full payment is received.

#### Passport / Visa

It is the member's responsibility to ensure they have the requisite documents before travelling to a destination. In our booking confirmation we provide members with links to a couple of reliable sites for this information. We also provide links for the USA & Canada ESTA and Visa Waiver Programme in the confirmation email. We also recommend that you enquire on Smarttraveller website – we also provide this link. Passports require at least 6 months validity from the date of your return.

#### **Travel Insurance**

It is the member's responsibility to ensure they have adequate insurance for the countries to which they are travelling, and against cancellation or amendment fees. Travel Industry Club can assist members on Travel Insurance. Travel insurance can also be taken out on-line on Travel Industry Club's website.

#### **Limitation of Liability**

Subject to Australian consumer law, Travel Industry Club does not accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused by suppliers or third party providers over whom Travel Industry Club has no control.

Travel Industry Club is not liable for force majeure or any other event which is beyond Travel Industry Club's control or which is not preventable by Travel Industry Club.

#### **Force Majeure**

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 disease 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 of 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, or (c) a party's financial inability to perform it's obligations hereunder.

#### **Governing Law**

Laws of Australia apply. These Terms & Conditions are subject to the governing law of the State of New South Wales.

I ...... Agree that I have read and understood the above terms and conditions in relation to my booking. By providing payment I acknowledge that I am bound by these conditions on behalf of all travelling persons.

I also confirm that I am a current financial member of travel Industry club.

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