

Terms & Conditions

Your travel has been booked by Happy Travels ("us" or "we"), on the basis of the following terms and conditions. The enclosed ticket(s) ("voucher(s)") have been booked by us on your behalf with various third party Service Providers.

Each Service Provider may have their own terms & conditions applying to your travel. It is your responsibility to familiarise yourself with the fare rules of each of your bookings as well as the individual supplier terms & conditions. If you require additional information than on your travel voucher or brochure then we recommend that you contact the Service Provider for further clarification.

You understand that Happy Travels is an intermediary Travel Agency. When purchasing travel related services with Happy Travels, Happy Travels receives a commission from the third party suppliers your services are operated by.

Third-party booking software provider/wholesale Happy Travels uses a third-party wholesale platform to make your bookings with each service provider. All prices are dynamic and subject to change at any time at the discretion of the supplier, that is set by the supplier.

(1) BOOKING CONFIRMATIONS: Your responsibilities

Trips with booked dates: It is your responsibility to ensure the dates on vouchers are correct and correspond to your own itinerary, including any Greyhound Passes, campervans & bed nights. You must reconfirm all booked dates 48 hours prior to travel (minimum guide only) or in the manner stated on your voucher. If applicable, dietary requirements should also be confirmed at this time. It is your responsibility to ensure you redeem your tickets on the dates booked.

Open Dated tickets: It is your responsibility to book your preferred date of travel in advance with each individual Service Provider as per the details provided on your voucher. You will need to book these with advanced notice, especially Greyhound Buses. Please be aware open dated tickets are subject to supplier price fluctuations which you could incur.

(2) DATE CHANGES: Due to a number of factors, tickets for tours, transport and accommodation are subject to price fluctuations. If you decide to change your booked dates, you may incur additional supplier fees to do so. If you wish to change the dates of your booked tours, transport or accommodation you must organise it with the Service Provider directly, with adequate notice. If you or the service provider requires us to change your dates, an administrative fee will be applied to each booking.

(3) DEPOSITS: Deposits or partial payments paid to Happy Travels for planned tours, accommodation, transport and travel itineraries are non-refundable if you are unable to proceed with your booking. Happy Travels charge a 1.6% card fee on top of any payment made which is non-refundable.

(4) CANCELLATIONS and REFUNDS: Fees paid to Happy Travels for credit card fees, deposits, bus tickets and luggage storage are non-refundable or transferable.

If you decide to cancel your activities or accommodation for any reason, a 50% Cancellation Fee will be applied. ("Cancellation Fee").

In addition to Happy Travels Cancellation Fee, you may also be liable for any cancellation fees charged by the service provider as per their own terms and conditions.

It is therefore possible your cancellation fees could be up to 100% of the cost of the booking (for example cancellations made within 24hrs of travel).

The Cancellation Fee will apply in all cases where a tour is able to run.

Some examples include, but not limited to; Change of mind; You have decided not to proceed with your booked travel; A family member is unwell and you need to fly home / end your travel; If you are unable to reach a tour due to an "act of God" (for example a road is cut off due to flooding); Your bus breaks down and you miss your planned departure; You overslept and missed your tours start time or pick up time; You misread the information of the tours pick up, start point, or start time; You are unwell and are unable to make your tour.

For instances that may be deemed out of your control, we endorse the recommendation of a suitable travel and/or cancellation insurance provider. You may wish to contact your travel/cancellation insurance provider to make a claim for any tours deemed non-refundable due to agent (Happy Travels) or supplier (service provider) cancellation fees.

If a tour or other travel service is cancelled by the Service Provider, we will first endeavour to rebook you free of charge. If this is not possible, we will refund you the amount you paid for the tour or other travel service less any supplier charges. This full refund is subject to a fully refundable amount being given to us from the supplier who is cancelling. We highlight here that all suppliers have different cancellation policies applying to your travel and that it is important to familiarise yourself with these at time of purchase.

Whilst we normally attempt to process refunds swiftly, situations (such as natural disasters) may result in up to 90 days processing time, due to high volume. Refunds must be placed back onto the same valid Visa or Mastercard that you used to pay for your booking. Please understand that we do not refund in cash. If you have paid in cash, you will be refunded onto a valid card in your name.

ALL CANCELLATION REQUESTS MUST BE IN WRITING AND SENT VIA E-MAIL TO: support@happytravels.com.au

(5) CAR & CAMPERVAN RENTALS: When booking a car or campervan through Happy Travels, we secure and confirm your vehicle booking with the service provider. In some cases, a part payment deposit or a full payment is required at the time of booking to secure your vehicle.

Deposits paid to Happy Travels for car and/or campervan rentals are non-refundable.

If full payment has been made to Happy Travels for your booking, our standard cancellation policy, and that of the service providers, will apply.

Each service provider has their own Terms & Conditions, it is your responsibility to familiarise yourself with these terms and conditions.

(6) PRICES: We endeavour to package the best value tours available at the best prices. However, we take no responsibility for price fluctuations arising from changes in the prices charged by Service Providers occurring before final payment. Accordingly, the price of your travel is subject to change until such time as you pay for the travel in full.

(7) DIVE ACTIVITIES: (7.a) When booking any Scuba Diving related activities, you must advise us if you have a past history or currently suffer from any of the following medical conditions: Asthma, wheezing, persistent chest pain, chronic sinus, chest surgery, high blood pressure, ear surgery, epilepsy, chronic bronchitis, collapsed lung, diabetes mellitus (sugar), fainting, seizure or blackouts, lung disease.

(7.b) When signing our terms and conditions you further declare that you are not currently taking any prescribed medicine or drug (excluding oral contraceptives), you are not pregnant and that **you are not flying within 24 hours of the completion of your dive**. If you are refused to participate in any Scuba Diving related activity booked on your behalf through any pre or existing medical condition then failure to declare these at time of purchase will result in a 100% cancellation fee.

(8) TRAVEL/ CANCELLATION INSURANCE: We endorse the recommendation of the Department of Foreign Affairs and Trade that all travellers take out travel insurance. It is your personal responsibility to purchase your own travel insurance to cover any liability which may be incurred to us or a Service Provider and other travel misadventures that you wish to be insured against. This includes Cancellation Cover for transport providers. **Cancellation Reduction Protection (CRP) is a product that reduces Happy Travels cancellation fee from 50% to 25%. This is available to purchase at all branches.**

(9) SERVICE PROVIDERS: We endeavour to package tours that will meet your expectations. However, we take no responsibility for any matters that arise with regard to or during individual tours or arrangements with individual Service Providers. We appreciate your feedback, whether complaints, compliments or suggestions.

However, to the extent permitted by law we will not be responsible to you for any loss, expense or damage that you may suffer during any particular tour, accommodation or travel, no matter the cause. These matters are the responsibility of each individual Service Provider and you agree that you will not hold us liable in any such circumstance.

(10) EXTRA COSTS: Many tours have extra costs and you should be aware that there may be added expenses. These expenses will differ for each Service Provider. Some examples are: EMC Tax, Stinger suit hire, Luggage storage, Sleeping Bag Hire, Linen Hire, National Park Fees, Food, Insurance, Accommodation, Equipment Hire, Petrol Levy. **Please ensure you check with each service provider when you confirm your booking.**

(11) PASSPORT, VISA, VACCINATION and IMMIGRATION: It is your responsibility to fulfil the passport, visa, vaccination and other immigration requirements for all transiting, stopover, or final destinations applicable to your itinerary. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements. Your passport must be valid for 6 months beyond your travel date to your destination.

(12) NATURAL DISASTERS, EPIDEMICS, PANDEMICS, AND TRAVEL RESTRICTIONS:

In the exceptionally rare and unlikely event that your booking cannot be completed due to a Natural Disaster, Epidemic, Pandemic, or Government Imposed Travel Restrictions then you will be entitled to a full refund less a 20% administration fee ("admin fee"). This is in addition to any supplier fees that may be applicable.

Important Checklist: Please read these points and mark to agree you understand them.

You understand and agree that;

- Happy Travels charge a 50% cancellation fee, plus any supplier charges incurred for cancellations. All cancellation requests must be made in writing and sent via e-mail to: support@happytravels.com.au
- You have travel insurance, including cancellation cover, or you understand the risks of not having insurance. Please understand that if you cannot reach your tour and it still departs, no refund will be provided. You will need to contact your insurance provider in this instance.
- You have been offered Cancellation Reduction Protection (CRP) by your agent.
- All deposit bookings made are non refundable. This includes car and campervan rentals and partial payments for any tours, accommodation, and transport.
- You have been informed of all known extra costs and are aware that more may be payable on each tour.
- You have advised us of any previous medical conditions, allergies, or dietary requirements. If you are refused to participate in any activities booked due to any pre or existing medical conditions and you have failed to declare these at time of purchase, this will result in a 100% cancellation fee.
- You are aware that by paying for your tours & accommodation vouchers you are hereby accepting the terms and conditions as detailed by Happy Travels.

Privacy Policy. Happy Travels take the sharing of your details and privacy seriously and aim to keep these protected. However, your contact details may be passed on to the Service Providers of tours and accommodation you have purchased, receive further information from Happy Travels and our tax return partners. If you would like a full copy of our privacy policy, please go to our website; <http://happytravels.com.au/privacy-policy/>