Travel terms and conditions

Terms and conditions

These general terms and conditions (“T&Cs”) apply between you (“You” or the “Customer”) and Gotogate Pty Ltd (“We” or “Us”), the operator of the booking portal au.gotogate.com (hereinafter referred to as the “Portal”). It is requested that You read these T&Cs carefully prior to using the Portal. By using the Portal, You agree to these T&Cs. If You do not accept these T&Cs, We ask that You refrain from using the Portal and exit the website.

You must be at least 18 years of age and act in your role as a private consumer to make a booking on the Portal. A private consumer is, as opposed to a business, a natural person who enters into a legal transaction for purposes which are predominantly outside its commercial and/or self-employed activities.

The operator of the Portal and your contractual partner for using the Portal is:

Gotogate Pty Ltd (Gotogate)
7-11, 18 Coldstream Street,
YambaNSW 2464
Australia

E-mail: customerservice@Gotogate.support
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The T&Cs are set out as follows:

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APPENDIX 1 – FEES FOR ADMINISTRATIVE ASSISTANCE

1. SCOPE OF SERVICE

1.1. Mediation of Travel Services

1.1.1. For the flight, hotel, insurance, train and car rental services offered on the Portal (collectively referred to as “Travel Services”), We exclusively provide travel mediation services through which We only act in our capacity as an intermediary between You and a Service Provider (our travel mediation services are referred to as “Mediation Services”). To that end, our role and obligations are limited to mediating Travel Services that will be rendered by third parties such as airlines, travel operators, hotels, insurers, car rental companies or other service providers (hereinafter in each case “Service Provider” or “airline”, where specifically applicable).

1.1.2. Consequently, the agreement for the actual provision of Travel Services (e.g. transport contract, insurance contract, rental agreement) comes into effect directly between You and the relevant Service Provider. We are not a co-vendor of the Travel Services and We are not a party to the contractual relationship between You and the Service Provider.

1.1.3. By using the Portal to purchase Travel Services, You authorize Us to engage in Mediation Services and mediate with the corresponding Service Provider(s) on your behalf, including mediation of the payment for these Travel Services, in order to take care that the transaction between You and the Service Provider(s) is carried out.

1.1.4. Responsibility for the actual performance of the Travel Services mediated through the Portal is exclusively held by the relevant Service Provider. In our role as an intermediary, We do not assume any responsibility for the Travel Services to be rendered by the Service Providers and We make no representations or warranties

(neither expressed nor implied) regarding the suitability or quality of Travel Services mediated on the Portal. For any claim You may have in context with the performance or non-performance of the Travel Service, the Service Provider is the responsible addressee.

1.1.5. Should You have the opportunity to request special wishes (such as special meals, disabled facilities or child seats) when booking Travel Services, We will pass on your request to the relevant Service Provider. However, We cannot take any responsibility on whether the Service Provider can actually fulfill such wishes.

1.2. Our own Services

Apart from our Mediation Services as stated in Section 1.1 above, there are also additional services (other than Travel Services) available through the Portal which We, ourselves, are responsible for providing. For such additional services, You enter into a direct contractual relationship with Us. In each case, We clearly inform You if and to what extent We offer our own services instead of only mediating third party services. Our own portfolio of services may vary over time. Some of our own services are described in Section 8. For additional services not set forth in these T&C's, a detailed description of such additional services as well as information about our fees and supplementary terms and conditions for booking and usage, is provided to You over the course of the booking process.

1.3. Applicable contractual conditions

1.3.1. These T&Cs cover the Mediation Services according to Section 1.1 as well as our own services pursuant to Section 1.2.

1.3.2. With respect to Travel Services agreement between You and a Service Provider (to which We are in no event a party), the terms and conditions of the relevant Service Provider will apply ("Service Provider Terms"). Such Service Provider Terms will be made available to You by Us and/or the Service Provider during the booking process or may otherwise be available through or requested by You directly from the Service Provider. As the Service Provider Terms may include provisions relating to liability, cancellation, changes of bookings and refunds (if available) and other restrictions, You are advised to read those terms carefully.

2. BOOKING PROCESS AND CONTACT INFORMATION

2.1. During the booking process, You are provided with the technical means needed to detect errors in entry forms and to correct them prior to submitting your booking request. You are requested to check all data for accuracy before concluding your booking request. Subsequent change requests may lead to significant additional costs.

2.2. We might need to contact You, e.g. in case of subsequent changes to the purchased Travel Services. You must submit accurate contact information such as your telephone number and email address. You must also continuously check if You have received a message from Us.

It is also your responsibility to ensure that You are able to receive our messages. We are not responsible if You do not receive a message from Us due to circumstances reasonably outside of our control including, but not limited to the following: (i) You gave us an incorrect email address; (ii) your email settings won't allow our email to reach You; or (iii) your email settings treat our email as spam.

3. MEDIATION OF FLIGHTS

3.1. Conclusion of contract and price changes

3.1.1. After You submit your booking request, We will confirm receipt of your request via email. This is the moment that the mediation contract between You and Us comes into existence. If You do not receive such confirmation within one hour of completing your booking request, and none of our operators has contacted You by email or telephone to indicate any problems, please contact us by telephone or chat for verification.

3.1.2. As soon as your requested tickets have been issued, You will receive a confirmation email with a ticket number. This is the moment a binding contract between You and the relevant airline(s) has been concluded.

3.1.3. Prices for the flight and seat availability are added directly in the Portal by the applicable airline. If changes are made by the airline that are outside of our control (e.g. price changes, seat availability or something else) and that occur after a booking request has been made, but before the contract with the airline has become binding (as set out in Section 3.1.2 above), the contract will not enter into force and your payment will be refunded in full. We may contact You and give You the option to accept the changed price during ordinary opening hours, however no later than 24 hours after We have been made aware of the price change or the first weekday following such 24-hour period.

3.2. Information on booking and transport conditions

3.2.1. Regarding the flights offered on the Portal , We exclusively act in our capacity as an intermediary. The agreement for the performance of the flight comes into effect directly between You and the relevant airline and We do not accept any contractual responsibility related to the performance or non-performance of your flight. The operating airline is solely responsible for performance / non-performance of your flight.

3.2.2. Before You conclude the booking, the terms and conditions of the relevant airline (s) will be made available to You.

3.2.3. When mediating Travel Services rendered by airlines, We are not guaranteed access to the airline's booking system. Where this is the case, We may act on your behalf in concluding the contract between You and the airline. We may also ask You to contact the relevant airline directly for questions on bookings, changes or cancellation of your booking. If You have purchased our Flexible Ticket service (see Section 8), all rebooking requests must however be made through our customer service as set out in Section 8.1.4.You may receive two booking confirmations – one from us and one from the relevant airline. If You have received two booking confirmations, please use the booking confirmation of the airline for check-in.

3.2.4. Below, by way of a general overview, We provide information on conditions related to booking and transport typically applied by airlines in such or at least a similar way. However, any deviating provisions of the relevant airline prevail over the general information provided in this Section 3.2.4. Therefore, in each case, please check the applicable terms and conditions of the relevant airline prior to your booking.

a. **Flight times/check in**

   All flight times specified are local. Next-day arrivals are indicated with a "+1" on the timetable. The stated flight times are preliminary and subject to change on short notice after the ticket has been issued; for example, due to restrictions by flight control, the weather, or functional restrictions by the airline. Please keep yourself informed of the current times well ahead of your flight.

   Please comply with the check-in times stated by the airline. The airlines are entitled to refuse boarding if You are late for check-in. Kindly observe that some airlines encourage check-in through their own website as they may charge a check-in fee when checking in manually at the airport.

b. **Combination of individual tickets**

   A combination of two separate one-way tickets instead of a roundtrip ticket is clearly marked as such during the booking procedure. The tickets are treated independently from one another in the event of cancellation, change, disruption of air traffic such as strikes and changes to flight schedules. Each airline's own regulations will apply.

   Flight tickets with different booking numbers are always regarded as journeys that are independent of each other.

c. Flight tickets with several segments/order of use

Your roundtrip ticket or one-way ticket may consist of several segments. According to the conditions of most airlines, such flight segments are to be used in sequence. If not, many airlines will refuse transport on subsequent flight segments (e.g. failure to use one segment of a journey could invalidate the rest of the ticket). For roundtrip tickets a no-show on Your outbound flight may result in Your inbound flight being cancelled by the airline

d. Pregnancy

Some airlines refuse to transport women who are past week 28th of pregnancy at the time of the outward or return flight. If you are pregnant You must clarify with the airline and your doctor whether or not You can commence the journey.

e. Infants and child tickets

Please contact the airline to obtain the conditions for traveling with a child who does not have a separate seat. Usually, children above the age of 2 years require a separate seat, while children between the ages of 0 and 2 years travel as infants and will not be allocated a seat of their own. If the infant reaches the age of 2 before the end of the trip, a child ticket must be booked for the entire trip. Infant tickets cannot be booked before birth, as the correct name and date of birth must match those stated in the passport. We will not reimburse any expenses that arise if the wrong type of ticket is booked from the outset.

f. Unaccompanied minors

We do not mediate the booking of any tickets for unaccompanied minors. Children under 18 years must be booked for a journey in the company of an adult. Some countries and airlines refuse entry to children under 18 years unless accompanied by a legal guardian. Please note that some airlines require children under the age of 18 to bring a birth certificate to travel.

g. Lost/damaged luggage

Within our capacity as an intermediary, We accept no liability for lost or damaged luggage. Any problems should be reported immediately to the representative of the airline at the airport.

h. Transit and overnight accommodation

Generally, ground transportation and/or overnight accommodation during your trip is not included in the flight ticket price. You are personally responsible for checking ground transportation timetables and prices.

i. **Connection times between flights**

Standard tickets booked on the Portal have approved connection times. The times required for making connections between flights are calculated by the airlines. If a flight segment is delayed and leads to a missed connection, the airlines are obliged to assist You in reaching your final destination (see Section 11).
When separate tickets are booked, the airlines bear no responsibility for missed connections resulting from delays. Therefore, it is your responsibility to ensure that the connection time is sufficient according to the airlines and airports. Any additional costs incurred on account of missed connections will not be reimbursed.

j. **Double booking**

A double booking means that two or more bookings with the same passenger name have been made with the same airline. If You have a double booking, the airline may cancel the trip(s). This may also occur if the bookings have been made with different travel agencies. We are not responsible for cancellations made by the airlines, nor for denied refunds from airlines, in cases where they suspect a double booking.

3.3. Airlines banned from operating in the EU (black list)

Please note that certain airlines are prohibited from operating within the EU, according to a decision made by the European Commission in close consultation with the national air transport authorities. Such airlines are prohibited because they are considered unsafe or not subject to adequate control by the authorities of their country.
You can check which airlines are affected by an operating prohibition via the following link:
Black List (List of airlines not permitted to operate in the EU)

3.4. Timetable changes and cancellation by airlines

3.4.1. Your agreement with the applicable airline may allow them to cancel or amend your bookings. We will notify You of any changes once We are informed of them by the airline.

In case of a timetable change by the airline, We will not charge a fee for rebooking you to the airline's provided option. In case of cancellation by the airline, We will not charge a fee for your cancellation refund request. Please read section 9.3 for more information on refunds.

In the event of a timetable change or cancellation by the airline, and if You request us to find an alternative flight option beyond the one already provided by the airline, We

offer to handle the request on your behalf if permitted by the airline's conditions. For a list of our fees, click here.

3.4.2. The flight times shown in your booking confirmation may change between the date of your booking and the date You actually travel. We recommend that you stay updated and contact your airline at least 72 hours before the scheduled departure of the flight to ensure that the flight (and any connecting flights) will depart on schedule. We have no control over airline's schedule changes and accept no responsibility for costs that may arise as a result of such changes.

3.5. Changes and cancellations requested by You

3.5.1. The conditions for changing flight bookings (including change of passenger name, destination, and date of travel) and for providing cancellation refunds are set by the relevant airline, which is your contractual partner for providing the flight. We, as the intermediary, have no influence over such conditions.

3.5.2. If You wish to make a change to your booking or request a cancellation refund, as an additional own service, We offer to handle the request on your behalf, provided that the conditions of the airline permit such a change or cancellation refund. During the process of booking such additional services, we will inform You of any further conditions and fees for such services. For a list of our fees, click here.

3.5.3. In order for us to be able to handle the changes requested by You, it is necessary that We receive your change requests at the latest 24 hours prior to the commencement of travel.

For change requests at shorter notice, We recommend that You contact the relevant airline directly.

3.5.4. If You have purchased our own service Flexible Ticket, please see Section 8.1 for changes of date and/or time of your flight booking.

3.5.5. If You have purchased our own service Cancellation Guarantee, please see Section 8.3 for cancellation of your flight ticket(s) and refunds.

3.5.6. If You have purchased our own service Cancel For Any Reason, please see Section 8.4 for cancellation of your flight ticket(s) and refunds.

3.6. Non-Appearance or Non-Attendance of the Flight

If You do not appear for or attend your flight, You hereby authorize us to request possible refunds from the airline on your behalf. We are entitled but not obligated to do so and any rights You have to request unclaimed refunds directly from the airline remain unaffected.

If We do obtain refunds on your behalf, We will deduct our fees from the amount obtained. For a list of our fees, click here. . We will retain any refunds obtained on your behalf, less our fees, for 12 months following the date of the flight and You will be able to request a transfer of this amount, less our fees, at any time before the 12 month period has passed by contacting our customer service.

3.7. Identity verification process conducted by the airline

Certain airlines may require verification of your identity before departure, which is beyond our control as an intermediary of flight tickets. This verification process, if applicable, is conducted by the airline after the booking is made and may incur minor additional cost (usually less than 1 EUR).

Additionally, if you choose not to complete the verification process online, before your departure, as required by the airline, and opt to complete it at the airport, please be aware that this may result in additional fees. These fees are in accordance with the airline's policies, charged directly by the airline, and are non-refundable by us.

Any costs associated with the verification process are determined and imposed by the airline. As an intermediary, we have no authority or liability regarding this process. We recommend reviewing the specific airline's terms and conditions regarding associated fees before making a booking.

If any verification is required by the airline that you have selected to travel with, you will be informed about it during the booking process. Please review the information carefully before completing the payment to ensure you are aware of any requirements or potential additional costs associated with the verification process.

4. MEDIATION OF HOTEL BOOKINGS

Hotel nights booked via the Portal are mediated by Booking.com.

All queries in connection with the booking and any change or cancellation request must therefore be made directly to Booking.com. You can find the contact details for Booking.com here.

You can access the terms and conditions of Booking.com here.

5. MEDIATION OF RENTAL CAR BOOKINGS

Rental car services booked via the Portal are mediated by Booking.com Transport Limited (“Rentalcars.com”).

All queries in connection with the booking and any change or cancellation requests must therefore be made directly to Rentalcars.com. You can find the contact details for Rentalcars.com here: For local contact details please see Rentalcars web site.

You can access the terms and conditions of Rentalcars.com here.

6. SPECIAL PROVISIONS FOR THE MEDIATION OF BOOKINGS OF MULTIPLE SERVICES

The Portal offers the possibility to mix and match multiple individual services as You wish. In this case, You instruct us to act as an intermediary for the booking of various travel services from various suppliers. The relevant suppliers will be clearly presented to You during the booking procedure before the booking is completed. In the event that You combine individual services, no travel contract is concluded between You and us; instead, You conclude several contracts for the provision of individual services with each separate supplier. In this case, We solely operate within our capacity as an intermediary in relation to each individual travel service.

7. INFORMATION ON PASSPORT, VISA AND HEALTH PROVISIONS

7.1. Passport, visa and/or health requirements can change and You should therefore check with the relevant authority (embassy, consulate etc.) well in advance of travel. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It is important to remember to include all transit points in your journey which may also require You to obtain a visa. It can often take some time to obtain a visa, so You are advised to apply well ahead of time. We accept no responsibility for customers who do not possess the correct documents.

7.2. Each destination has its own requirements as far as entry formalities, vaccinations, etc. which can also vary depending on the passenger's nationality. It is your responsibility to collect that information. No incidents arising from the failure to comply with such official regulations will be considered our responsibility. We therefore urge You to always verify the different formalities of the chosen destination or transit countries, as well as the time needed to take all of the related steps.

8. OUR OWN SERVICES

8.1. Flexible Ticket

8.1.1. If purchased during the booking procedure, the Flexible Ticket allows You to change the date and/or time of your flight booking under the terms set out in this section. When providing our Flexible Ticket service, We only mediate the transport contract between You and the relevant airline. As the Flexible Ticket is our own service (i.e. You cannot make use of our Flexible Ticket service by contacting the airline directly) all rebooking requests making use of the Flexible Ticket service must be made via our customer service (see Section 8.1.4).

8.1.2. The Flexible Ticket allows flights to be rebooked under the following conditions:

- All rebookings must be made in accordance with Section 8.1.4 and at least 24 hours before the original time of departure.
- Rebooking is only possible within the same airline, i.e. a flight can only be rebooked to a flight operated by the same airline as the one operating the originally booked ticket.
- Flight segments must be used in the same order in which they were originally booked.
- Upgrading to a different cabin, or booking class, on the same flight is not permitted.
- Rebooking a ticket for a so called “stop-over” (i.e. staying in a connection city longer than originally booked) is not permitted.
- A change of origin and/or destination is not possible, neither for the outbound nor the return flight.
- The Flexible Ticket does not allow any names to be changed or corrected.
- Rebooking under the Flexible Ticket can only be done once, either for a part of the booking or for the entire booking covered by the Flexible Ticket. Once the change has been confirmed, the Flexible Ticket has been used up.

  The new trip may not commence within 24 hours from the time of change request.

8.1.3. The Flexible Ticket must be booked and paid for during the booking process and cannot be added afterwards.

8.1.4. If You want to rebook your ticket, You have to contact our customer service, see “Contact us”.

8.1.5. Rebooking is only completed once We have confirmed it by e-mail. If You do not receive a confirmation, please contact our customer service.

8.1.6. The rebooking of flights using the Flexible Ticket service is subject to availability. If the desired change results in a more expensive ticket, or if the change leads to the passenger no longer being entitled to a special price (e.g. for a small child), You have to bear the additional costs yourself. We are not responsible for the effects rebooking may have on any additional services concluded directly with the airline (such as booking of additional luggage or seat reservations).

8.1.7. If You cancel the flight, the price for the Flexible Ticket service will not be refunded.

8.1.8. Infants (children under 2 years) are included in the Flexible Ticket of the responsible adult traveling with the infant. The infant is included in any rebooking of flights using the Flexible Ticket made by the adult.

8.2. Self-transfer Guarantee

8.2.1. If our connection guarantee assistance services as outlined in this section 8.2 (hereinafter referred to as the "**Self-transfer Guarantee**") is included in your booking this will be clearly stated during the booking process and on your booking confirmation. If your booking also includes other flight connections, please note that the Self-transfer Guarantee only applies for the part of your booking that is marked with "self-transfer".

8.2.2. With the exception of the exclusions below, the Self-transfer Guarantee applies in the following cases (each a "Change"):

- in case any of your flight(s) are rescheduled, delayed or cancelled by the respective airline causing you to miss the flight(s) to your destination;
- if you miss a connecting flight due to baggage delays or losses outside your reasonable control; and
- if you miss a connecting flight because of customs- or immigration processes outside your reasonable control.

8.2.3. The Self-transfer Guarantee does not apply:

- if the Change only affects flight(s) within the same ticket (issued as one e-ticket /PNR). The airline providing the flight(s) is responsible for any issues and for managing the Flight Changes (you may contact the applicable airline directly for assistance and/or questions);
- if the Change is due to force majeure situations, meaning circumstances outside the airline’s reasonable control such as (without limitation) political instability, extreme weather conditions, security risks, strikes, major limitation of airport operation and/or airline bankruptcy/insolvency;
- for any action (or lack of action) which is reasonably within your control, including for example if you miss a flight because (i) you don’t have an appropriate visa, travel documents or any other documentation required for your travel; or (ii) you breach any airline rules and restrictions; or
- if you travel with a checked baggage despite booking a self-transfer trip marked with “no checked bag”, i.e. a self-transfer trip with a short connection time; or
- if you have made changes to your Booking without our previous approval.

8.2.4. If You want to use the Self-transfer Guarantee You must inform Us without undue delay after You are aware of a Change. See here for contact details.

8.2.5. Self-transfer Guarantee Assistance – alternative flight(s) or refund.

After We have been informed about the Change, We will offer You to choose from one of the following options:

a) alternative flight(s) to your final destination at our expense (the exact flight(s) offered by us will be communicated to You);

b) a refund of the price You paid for the unused flight(s) at the time of your booking; or

c) flight(s) for returning to the airport of Your departure at our expense (the exact flight (s) offered by us will be communicated to You).

8.2.6. Your acceptance of the offered assistance

You must respond with your choice as soon as possible after receiving more information from us on your options set out in subsection 5 (a)-(c) above.

8.2.7. Additional Compensations

In addition to your rights detailed in this Section 8.2, the Self-transfer Guarantee entitles You to the following:

- **Accommodation** – If a Change occurs with short notice leaving You without accommodation for the night (22:00-08:00), We will cover your costs for accommodation for one or several nights. The compensation is limited to a total of 100 USD per passenger covered by the Self-transfer Guarantee. Any compensation for accommodation that You receive from the airline will be deducted from the Self-transfer Guarantee refund.
- **Meal & Beverage** (non-alcoholic) – If a Change leads to your flight(s) being delayed by more than 4 hours, We will cover the cost of meal and non-alcoholic beverages up to a total of 12 USD per passenger covered by the Self-transfer Guarantee. Any compensation for meal and/or beverages that You receive from the airline will be deducted from the Self-transfer Guarantee refund.

Note that You will need to cover the expenses and provide Us with receipt(s) for such expenses.

8.3. Cancellation Guarantee

8.3.1. If the Cancellation Guarantee is purchased during the booking procedure, You can for any reason contact us after your flight booking to cancel your flights and instead receive an electronic voucher corresponding to 90% of the flight price. The voucher can then be used for a new booking on the Portal. The terms in this Section 8.3 apply to our own service ‘Cancellation Guarantee’, while We are acting within our capacity as an intermediary between You and the airline. As the Cancellation Guarantee is our own service (i.e. You cannot use the Cancellation Guarantee by contacting the airline

directly), all requests under the Cancellation Guarantee must be made via our customer service (see Section 8.3.5). We do not charge administrative fees in the event of a voluntary cancellation using the Cancellation Guarantee or in the event of a new booking with a voucher through our Portal.

8.3.2. The following applies when using the Cancellation Guarantee:

- All cancellations must be made in accordance with Section 8.3.5 and must be received by us no later than 24 hours before the original time of departure.
- The value of the voucher corresponds to 90% of the value of the canceled flight ticket, including taxes and the airlines's fees but excluding the costs of the Cancellation Guarantee and any additional services (e.g. extra baggage, seating etc.). If the booking has previously been subject to changes that have resulted in an increase in the price of the flight ticket (e.g. voluntary date change, name change, additional baggage etc.), the value of the voucher is calculated based on the original flight ticket only. When using the Cancellation Guarantee, the value of the voucher can never exceed 3804 AUD per person or 7608 AUD per booking, regardless of the value of the flight tickets.
- You have the right to cancel your flight ticket and receive a voucher for any reason, however in accordance with these terms. Cancellation can also be requested for an individual passenger in the booking, in this case the value of the voucher is calculated in proportion to the number of passengers who cancel. Cancellation cannot be made for part of the trip
- The voucher can only be used on our Portal in accordance with the instructions that are received with your voucher. The voucher cannot be combined with other vouchers, with cash refunds or with promotions and cannot be used if entering the Portal via price comparison sites.
- You can only use your voucher once. Any unused voucher amount is thereafter considered forfeited.
- The voucher is valid for 12 months from the time You receive Our notification of the voucher being available for use, which is within 7 business days from the time We have confirmed Your cancellation request. When the validity period expires, the voucher loses its value and You cannot claim compensation in any other way.
- A Cancellation Guarantee voucher can only be used for booking of flights and not for other services made available on the Portal (such as hotels or rental cars).

8.3.3. By using the Cancellation Guarantee to cancel your booking / flight ticket, You and your fellow passengers waive all rights to the travel documents that We have mediated to the airline. By purchasing the Cancellation Guarantee service You accept

that We, following your cancellation request, automatically acquire all rights to the flight ticket and the booking and the right to use these rights vis-à-vis the airline

8.3.4. The Cancellation Guarantee cannot be used if the airline is unable to provide the Travel Service after being declared bankrupt or after having paused or closed down their business (in such case the cost of the Cancellation Guarantee service is not reimbursed).

8.3.5. If You want to use the Cancellation Guarantee, You must contact our customer service. You can find our phone number and other means of contact on the Portal. Please note that We handle all customers in turn.

8.3.6. The Cancellation Guarantee does not apply if you contact the airline to rebook your flight ticket and request a cancellation.

8.4. Cancel for any reason

8.4.1. Subject to the terms in this Section 8.4., if and when You purchase our "Cancel For Any Reason" service (hereinafter referred to as “Cancel For Any Reason”) with the booking of your flight ticket(s), You will have the opportunity as need be, to cancel your flight ticket(s) for any reason and receive a refund of your original booking. Your purchase of the "Cancel For Any Reason" constitutes your acceptance of and agreement to abide by each of the terms laid down in this Section 8.4. If You do not accept and agree to be bound by any of the terms in this Section 8.4., You are not authorized to purchase, access, or otherwise use the "Cancel For Any Reason" offered by Us. Your purchased "Cancel For Any Reason" is non-assignable and non-transferable and may not be used for any other flight ticket(s) than those purchased at the time of and within the same transaction as the purchase of the "Cancel For Any Reason". All requests including requests for cancellation made under the "Cancel For Any Reason", must be made in accordance with Section 8.4.2. and directly to Us and NOT the airline.

8.4.2. The following conditions apply when taking advantage of your purchased "Cancel For Any Reason":

- All requested cancellations under the "Cancel For Any Reason" must be received by Us no later than twenty-four (24) hours prior to your original scheduled departure time and prior to any Check-In of any part of your flight ticket(s) with the airline. Any time after the last twenty-four (24) hours prior to your original scheduled departure or after any check-in of the flight ticket(s) with the airline, the "Cancel For Any Reason" will be deemed expired. Once your "Cancel For Any Reason" has expired, any further changes or cancellations to your purchased flight ticket(s) will be subject to the fare rules imposed by the airline for your ticket(s).

- In order to cancel your flight and trigger your "Cancel For Any Reason", You must contact our customer service via phone or chat (see the “Contact us” section on our website).
- Cancellation cannot be made for part of the trip. Cancellation under the "Cancel For Any Reason" can only be used for all passengers and all flight tickets as booked with the "Cancel For Any Reason". This means that if You cancel any flight in your booking, all flights in the booking will be canceled for all passengers automatically.
- If cancellation is made in accordance with this Section 8.4., You will get a refund of the payment made to Us for your original booking for all travelers, minus the cost of the "Cancel For Any Reason" itself. Furthermore, regardless of the total amount of the original payment for the booking, any refund under the "Cancel For Any Reason", is limited to a total amount of 2,500 EUR per person.
- The "Cancel For Any Reason" will only attach to those flight ticket(s) purchased within the same booking transaction as the "Cancel For Any Reason". If You added products, such as extra bags or seats, after completing your original booking, the cost of these added products will not be refundable under the "Cancel For Any Reason" of the original booking.
- If You meet the requirements for receiving a refund under the "Cancel For Any Reason", your refund will be processed using the same form of payment as You used to pay for the booking. Payment for the refund will be initiated within forty-eight (48) hours of receipt of the request for a cancellation of your flight ticket(s).

8.4.3. By exercising your right under the "Cancel For Any Reason" to cancel your flight ticket(s), You and your fellow passengers (as the case may be) waive all rights to any direct reimbursement from the airline. Furthermore, by exercising your right to reimbursement under the "Cancel For Any Reason", You automatically assign your rights to any reimbursement under your flight ticket(s) directly from the airline to Us.

8.4.4. The "Cancel For Any Reason" does not apply to and cannot be used under any of the following circumstances:

a. If prior to your request for a cancellation under the "Cancel For Any Reason", the flight(s) has been canceled, rebooked or otherwise changed by You with the airline;

b. If prior to your request for a cancellation under the "Cancel For Any Reason", the flight(s) has been canceled by the airline as a result of Force Majeure. Force Majeure is defined herein as any unforeseeable and unavoidable catastrophe that interrupts the expected course of events and prevents the airline from fulfilling its

obligations, including, without limitations, any and all natural and human made disasters (e.g., political instability, extreme weather conditions, cybersecurity risks, strikes, major limitation of airport operation, epidemics and pandemics);

c. If prior to your request for a cancellation under the "Cancel For Any Reason", the flight(s) has been canceled by the airline for other reasons than as set out in b) above, and the airline has not rebooked the flight(s) to another flight(s) or otherwise confirmed and/or issued a refund directly to You;

d. If prior to your request for a cancellation under the "Cancel For Any Reason", You have already Checked-In with the airline on one of your scheduled flight(s);

e. If You did not exercise your option to cancel using the "Cancel For Any Reason" at least twenty-four (24) hours prior to the original scheduled departure time of your flight itinerary; or

f. If prior to your request for a cancellation under the "Cancel For Any Reason", the airline has declared bankruptcy and/or otherwise has paused or closed down its business and travel services and is no longer able to provide the purchased flight(s) and other travel service(s).

8.4.5. The service cost of the "Cancel For Any Reason" is non-refundable unless one of the scenarios as delineated in section 8.4.4. c) or f) occurs, in which case you will be entitled to a refund of the service cost of the "Cancel For Any Reason" only.

8.4.6. The terms of the "Cancel For Any Reason" are not intended to constitute an offer for an insurance policy or coverage and do not constitute an insurance policy or coverage under the broader definition of an insurance contract and should not be misconstrued as such.

9. CHARGES AND PAYMENT

9.1. Payment

9.1.1. Payment for Travel Services is either processed by us or affiliates part of our corporate group (in cooperation with our payment service provider(s) who supply the payment processing functionality), or by the Service Provider. All payment information belonging to our customers is encrypted in a secure server when shared with our payment service provider(s).

9.1.2. Depending on booking criteria and added services, the payment may be split into two separate transactions, one charge from us and another one from the Service Provider. You will not be charged more than the actual total price displayed on our site. The same security measures are applied. In some cases, prices and fees from Service Providers may not be in the currency displayed on the Portal. Instead We provide an

estimate in the default currency of the Portal. As a result, when You make a booking with a credit card, the amount charged by the Service Provider might be slightly different due to currency fluctuations, conversion and possible fees imposed by the card provider. If the previous may apply to your booking You will be informed of this during the booking procedure.

9.1.3. In order for us to be able to process your payment, You need to ensure that there are sufficient funds available. In the event of any problem arising related to the processing of your payment, We will retry the processing of your payment in cooperation with our payment service provider(s). Should this not result in a fulfilled withdrawal of funds from You, We will contact You as soon as possible for instructions on other means of payment. Should We not receive your payment after such further instructions, your outstanding payment will be referred to a debt collection company.

9.2. Payment fraud

If there are reasons for us to suspect that fraud is being committed, We reserve the right to refuse processing of such payment. Legitimization of Payment may be demanded if a crime is suspected. All types of payment fraud will be reported to the police.

9.3. Refunds

9.3.1. Refunds are processed according to Service Provider Terms or policies. If You have a right to be refunded, your refund will be processed using the same form of payment as used to pay for the booking. Please note that air fares contain different elements and not all of them may be refundable, so even if You are eligible to be refunded according to the Service Provider Terms or policies, the refunded amount may not be exactly the total price paid for your booking.

9.3.2. All refunds are paid from the applicable Service Provider and We, acting as the intermediary, have no influence over the Service Provider’s handling times.

9.3.3. As an intermediary We will only process a payment refund whereWe have already received such from the applicable Service Provider.

9.3.4. The total price of your booking will include the price of the Travel Service(s), any add-on products and our service fees. Any Service Provider add-on products are refundable only to the extent We have received relevant amounts in return from the Service Provider. Our own add-on products are generally non-refundable, unless You have not been able to utilise them due to our fault.

10. CLAIMS

10.1. Claims relating to performance of Travel Services

Any problem, remark or claim relating to actual performance of the Travel Services must be addressed directly to the relevant Service Provider (travel operator, airline, insurer, car rental company, hotel) with whom you hold the contract for the relevant Travel Service. Please also see section 11 for your rights pursuant to EU regulation.

10.2. Claims relating to our own services

If You have a claim relating to our own services, please contact our customer service here.

11. CUSTOMER RIGHTS PURSUANT TO EU REGULATION

11.1. Cancelled or delayed flights

If you are travelling into or out of the EU, or on an EU carrier, you may have the right to demand reimbursement for costs which you can assert directly against the relevant airline in the event that your flight is cancelled, delayed or you are denied boarding. For more information about EC Regulation 261/2004, please click here.

11.2. Carrier liability

The EC-Regulation (889/2002) on air carrier liability in the event of accidents. Regulation can be found here.

12. LIABILITY

12.1. You accept that We act as an intermediary between You and the Service Provider. We will under no circumstances be held liable with respect to Travel Services You have booked with one or more Service Providers.

12.2. Should a Service Provider be unable to provide the Travel Service for any reason, including where a Service Provider declares for bankruptcy, We can only act as an intermediary and refund payments where we have already received such from the applicable Service Provider.

12.3. With regard to our own services, We are liable for damages subject to the limitations set out in the T&Cs provided that such limitations are permitted by law. Unless You have suffered personal injury caused by our services or in case of gross negligence by Us, We shall only be liable for direct damages actually suffered, paid or incurred by You due to an attributable shortcoming of our obligations in the performance of our own services.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. Governing law

Australian law applies exclusively to these T&Cs and the contract between You and us.

As a consumer, you will benefit from any mandatory provisions of the law of the country in

which you are resident. Nothing in these T&Cs, including this Section 13.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

13.2. Online Dispute Resolution

The European Commission provides a platform for online dispute resolution (ODS) under: http://ec.europa.eu/consumers/odr/

14. DATA PROTECTION

We take the protection of your personal data seriously. You can find detailed information about the collection, processing and use of your personal data in our Privacy Policy.

APPENDIX 1 – FEES FOR ADMINISTRATIVE ASSISTANCE

Service fees	**23 AUD per passenger** For requests to find an alternative flight option beyond the one already offered by the airline, in the event of a timetable change or cancellation by the airline (see section 3.4).
	61 AUD per passenger For changes or cancellations requested by you, as well as for manual assistance such as making a new booking or adding passengers (see section 3.5).
	100 AUD per passenger Only applies to refund inquiries requested after the original departure date in case of non-appearance for or non-attendance of the flight (see section 3.6). **All prices include VAT*

Please note that any change and/or refund is subject to the airlines conditions and airline fare rules. Additional fees of the airlines may be incurred. We, as intermediary, have no influence thereon.

If the desired change leads to a more expensive ticket or if the change leads to the passenger no longer having a right to a special price, You must bear such costs yourself.

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