

# Terms & Conditions

Your travel has been booked by Happy Travels (“us” or “we”), on the basis of the following terms and conditions. The provided ticket(s) (“voucher(s)”) have been booked by us on your behalf with various third party Service Providers. By making a booking all individuals named on the booking agree that they;

1. Have read and agree to these terms and conditions
2. Consent to our personal data use as per our privacy policy
3. Are over 18 years of age and when placing an order for services with age restrictions they further confirm that all members of the booking party are of the appropriate age

Happy Travels is an intermediary Travel Agency. When purchasing travel related services with Happy Travels, we receive a fee from the third party suppliers who operate your services.

Third-party booking software provider;

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

## Your Responsibilities and Behaviour

It is your responsibility to behave appropriately. If your behaviour or the behaviour of any member of your party has caused or is likely to cause distress or danger to any third party, or damage to property, the operator reserves the right to terminate your booking immediately. All operators have the right to provide client feedback and to cancel bookings based on feedback from other operators.

If any incidents occur, Happy Travels will investigate and may cancel the bookings and refuse any further bookings for the individual in question. Any refund in this instance will be subject to the suppliers and Happy Travels cancellation policy.

Each Service Provider has their own terms & conditions which apply to your travel in addition to Happy Travels 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.

**Trips with booked dates:** It is your responsibility to ensure the dates on vouchers are correct and correspond to your own itinerary, including any bus 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, levies, and relevant additional information 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 in with advanced notice, especially Greyhound Buses. Please be aware open dated tickets are subject to supplier price fluctuations which you could incur.

## Date Changes

If you decide to change your booked dates, we will endeavor to make the date changes you request provided you give us adequate notice as per your suppliers terms & conditions. You may incur additional supplier fees to do so. Due to a number of factors, tickets for tours, transport and accommodation are subject to price fluctuations.

### Example

If your tour is booked for the 10th of January and your supplier's cancellation policy confirms 'Cancellations within 48 hours incur a 100% cancellation fee'.

You will need to contact us by the end of the working day on the 7th January so that we have time to action your request.

If you wish to change the dates of your booked tours, transport or accommodation you must organise it with the Service Provider directly or by contacting [support@happytravels.com.au](mailto:support@happytravels.com.au) if advised by your Service Provider to do so, with adequate notice. We recommend that when making changes directly with your service provider, you also make us aware of these changes i.e. by including [support@happytravels.com.au](mailto:support@happytravels.com.au) in your emails to your service provider.

If you require us to change your dates, an administrative fee of up to \$30.00 may be applied per change.

## Deposits, Payments, Fees, and Extra Costs

Deposits or partial payments paid to Happy Travels for planned tours, accommodation, transport and travel itineraries are non-refundable & non-transferable if you are unable to proceed with your booking. Happy Travels charge a card fee on all payments made via card machine or payment link which is non-refundable.

Fees paid to Happy Travels for card fees, deposits, bus tickets and luggage storage are non-refundable or transferable.

We endeavour to package the best value tours available at the best prices. However, there may be price fluctuations arising from changes in the prices charged by Service Providers before final payment. Accordingly, the price of your travel is subject to change until you pay for the travel in full. Once your booking has been finalised, there will be no price changes with the exception of any open dated tickets which are subject to seasonal price fluctuations.

Some 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 if any fees apply when you confirm your booking.

## Cancellations and Refunds

**ALL CANCELLATION REQUESTS MUST BE IN WRITING AND REQUESTED VIA COMPLETION OF OUR SUPPORT REQUEST FORM ON OUR WEBSITE [HAPPYTRAVELS.COM.AU](http://HAPPYTRAVELS.COM.AU).**

**If you decide to cancel** your activities or accommodation for any reason, a 25% Cancellation Fee will be applied by Happy Travels. 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;

You book a tour for \$100.00 and decide to cancel.  
Your supplier charges a 50% cancellation fee (\$50.00).  
Happy Travels charge a 25% cancellation fee (\$25.00).  
Your refund will be \$25.00.

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

Some examples of cancellation reasons include, but are not limited to;

- Change of mind.
- A family member is unwell and you need to fly home / end your travel.
- 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 bookings 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** for any reason we will first endeavour to rebook you free of charge. If this is not possible, we will refund you the full 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 offered by 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 sent back to the same valid Visa or Mastercard that you used to pay for your booking. If your original payment to us was made in cash then your refund must be issued to an open bank account held in your name. We do not refund in cash.

### **Car and 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 vehicle 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 and conditions, it is your responsibility to familiarise yourself with these terms and conditions.

It is your sole responsibility as the customer to ensure you fully understand and familiarize yourself with any excess protection/damage waiver purchased through your operator.

We endeavour to book vehicles that will meet your expectations and we will assist however we can to resolve any concerns that arise. However, we take no responsibility for any matters that arise with regard to any issues encountered regarding the vehicle.

### **Dive Activities**

When booking any Scuba Diving related activities, you must advise us if you have a past history or currently suffer from any medical conditions including

but not limited to: 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.

If you are unsure whether you need to declare a medical condition it is your responsibility to notify Happy Travels prior to booking.

When booking with us, you agree to our terms and conditions and 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 due to any pre-existing medical condition then this will result in a 100% cancellation fee.

### **Travel 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.

### **Service Providers**

We endeavour to package tours that will meet your expectations and will assist however we can to resolve any concerns that arise. 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.

### **Passports, Visas, Vaccinations, 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.

### **Summary**

We want you to be well informed and have a great experience!

- We remind you that we charge a 25% cancellation fee, plus any supplier charges incurred for cancellations.
- You must reconfirm all booked dates 48 hours prior to travel (minimum guide only) or in the manner stated on your voucher
- We endorse the recommendation of the Department of Foreign Affairs and Trade that all travelers take out travel insurance.
- It is your responsibility to ensure that your Travel Insurance covers you for all of the adventure style travel you have booked with us.
- All deposit bookings made are non refundable. This includes Car and Campervan rentals.
- All cancellation requests must be made in writing and submitted via the Support Request Form on our website
- All changes are subject to an admin fee of up to \$30.00 per change.

### **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 you have booked with, and you will receive further contact from Happy Travels and our service providers related to your booking. If you would like a full copy of our privacy policy, please go to the following page on our website; <http://happytravels.com.au/privacy-policy/>

### **Customer Signatures:**

By signing below, you agree to these Terms & Conditions.

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Full Name:

Date: