

STRONGER WITH
CAPRICORN[™]

This version of the Capricorn Travel Terms
and Conditions applies from 31 January 2021

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Capricorn Travel Terms and Conditions

These Terms and Conditions apply between you and Capricorn Travel. Please read them carefully – they contain important information. If you do not agree with them or do not understand them, you must not make any booking through Capricorn Travel. By making a booking with Capricorn Travel you are deemed to accept these Terms and Conditions. Capricorn Travel acts as an agent for Travel Service Providers and does not provide travel services itself.

Key Terms

Although you should read all the terms and conditions, the following is a summary of the most important:

- Prices can be withdrawn or changed without notice prior to payment in full.
- A Travel Service Provider may charge you if you cancel a booking, and these charges can be up to the full price of the service, even if you cancel prior to departure date.
- Capricorn Travel is entitled to charge a fee if your booking is cancelled or does not proceed for any reason which is not our fault.
- It is your responsibility to make yourself aware of all information relevant to your travel plans, including but not limited to passport and visa requirements and health precautions.
- Capricorn Travel sells services on behalf of Travel Service Providers and its obligations are limited to making bookings for services on your behalf with these providers. Capricorn Travel is not responsible for the quality or standard of the services nor for any inaccuracies in published content provided by Travel Service Providers.

Fees may be charged

1. Capricorn Travel may charge service fees in respect of travel bookings. A list of the fees can be found below:

Description	Rate
Air	
Domestic and Trans-Tasman flight bookings	\$22 per booking
International low-cost carrier flight bookings	\$22 per booking
Ticket Reissue/Revalidation	\$33 per ticket
Cancellations	
For all cancellations made Capricorn will retain 10% of travel costs paid unless the booking is non-refundable or is held in credit by the travel service provider.	10% per booking
Other fees	
Late booking fee (within 5 days of departure)	\$33 per booking
Unaccompanied Minors	\$55 per person
Additional Luggage	\$11 per piece per flight
Pre-paid seating	\$11 per person per flight
Credit Card Fees	
Visa	1.03% excl. GST per transaction
Mastercard	1.03% excl. GST per transaction

2. Unless otherwise stated, the above fees are inclusive of GST (where applicable) and are in addition to any Travel Service Provider charges and are subject to change at any time and without notice prior to any booking being made or to reflect any changes in fees made by Travel Service Providers or other third parties which are included in the cost of your booking.
3. Any extra fees incurred direct from Travel Service Providers, including cancellation and amendment fees, will be passed on to you at cost plus the applicable fee listed above. The above fees are non-refundable in the event you change your mind or cancel the related service (subject to your rights under Australian Consumer Law).

Capricorn Travel is an agent for Travel Service Providers

4. Capricorn Travel acts as an agent only. Capricorn Travel sells services on behalf of travel service providers such as transport providers (for example airlines, railways, cruise lines and coach operators) accommodation providers (for example hotels, motels, and resorts) and other travel related service providers (for example tour guides) ("Travel Service Providers").
5. Capricorn Travel's obligations are limited to making bookings for services on your behalf with Travel Service Providers. These bookings will be subject to terms and conditions imposed by the Travel Service Providers which may include limitations in respect of their liability for certain matters, including death, injury, delay, or loss or damage to baggage.
6. Capricorn Travel does not make or give any warranty or representation about the standard or quality of services provided by Travel Service Providers and has no responsibility for these services.
7. If you have any issue with the services provided by a Travel Service Provider or, if for any reason, the Travel Service Provider is unable to provide you with the services booked on your behalf then your recourse is against the specific Travel Service Provider and not Capricorn Travel. All services that we quote on are subject to availability and may be withdrawn or varied by the Travel Service Provider without notice.
8. Capricorn Travel may be paid a commission from a Travel Service Provider in respect of any booking you make through Capricorn Travel.

Prices may change

9. Capricorn Travel endeavours to ensure that prices are accurate at the time it advertises or quotes them.
10. All prices are subject to availability and can be withdrawn or changed without notice. Prices are subject to change until services are paid for in full. Capricorn Travel will inform you of any impending price rise that it is made aware of. In this event, you may pay the original price in full prior to the price rise taking effect or, if you do not do so, the increased price will apply.
11. Changes may occur due to reasons outside of Capricorn Travel's control (for example: adverse currency fluctuations, fuel surcharges, taxes and airfare increases).
12. Some prices may only be able to be confirmed at the time a ticket is issued.
13. In addition to the prices, some airports may also charge local taxes.

A Non-refundable deposit may be required

14. You may be required to pay a deposit for any services Capricorn Travel is to book on your behalf.
15. Unless otherwise stated, refund of any deposit is subject to each Travel Service Provider's own terms and conditions.

Final payment is due before departure

16. Unless otherwise stated, final payment must be received by Capricorn Travel no later than four weeks prior to departure.
17. Some Travel Service Providers may require payment in full at the time of booking. Capricorn Travel will tell you if this applies to any services being booked on your behalf. Failure to make payment by the due date may result in your booking being cancelled and deposits forfeited.

Making Payments

18. Payments can be made by:

Charge to a Capricorn Account

- a. You will need to provide your Member number. If you are not an authorised person for the Member, approval from an authorised person will be required.

Credit Card

- a. Capricorn Travel accepts Visa and MasterCard. See fees table for surcharges that apply when paying with Visa or MasterCard.
- b. You agree not to seek to charge-back payments made by credit card in the event that if you have any issue with the services provided by a Travel Service Provider or, if for any reason, the Travel Service Provider is unable to provide you with the services booked on your behalf.

Electronic Transfer

- a. You can transfer amounts directly to Capricorn Travel's bank account.
 BSB: 016286 Account: 835727734
 Please include your name in the payment details so your payment can be identified.
- b. Please remember that electronic transfers can take up to 3 business days to process, so if paying by this method payment should be made at least 3 business days prior to being due.

Money is not held on trust

19. Capricorn Travel does not hold any money received from you on trust. Money received will be a debt due and payable to the Travel Service Provider once services to which the money relates are provided. Capricorn Travel may hold money received in any account, including with its own money or other customers' money.

Refunds, cancellations, and changes to bookings will incur fees and charges

20. Travel Service Providers may charge you if you cancel a booking. These changes can be up to the full price of the service, even if you cancel prior to the date of departure.
21. Fees and extra charges may also apply if you change a booking or request that tickets and documents be reissued.
22. Capricorn Travel will not be able to provide you with any refund until it receives money from the relevant Travel Service Provider.
23. If possible, prior to cancelling or changing a booking on your behalf, Capricorn Travel will inform you of any associated fees or charges.
24. Please note that if Capricorn Travel is entitled to a service fee for placing a booking, Capricorn Travel will remain entitled to this fee if you cancel the booking or the Travel Service Provider fails to provide you with the service for any reason (other than our default) including in the event of Force Majeure. We will be entitled to deduct our service fee from any refund we receive on your behalf before remitting the balance to you.

For the purposes of these Terms and Conditions, Force Majeure means an act of God, peril of the sea, accident of navigation, war (including civil war), sabotage, riot, insurrection, civil commotion, coup d'état, national emergency, martial law, fire (including wildfire), explosion, lightning, flood, tsunami, cyclone, hurricane, tornado or other major weather event, earthquake, landslide, volcanic eruption or other natural catastrophe, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, radiation or radioactive contamination, national strike or other major lack of availability of labour, raw materials or energy beyond the control of the affected party. For the avoidance of doubt, the inability of a party to make a profit or avoid a financial loss, changes in market prices or conditions, or a party's inability to perform its obligations due to insufficiency of finance does not in itself constitute Force Majeure.

25. You indemnify Capricorn Travel against any claims, losses, damages, or liabilities that you may incur or suffer that arises from any cancellation or change of booking made on your behalf, including for fees or charges imposed by Travel Service Providers but not including any claims, losses, damages, or liabilities (or part thereof) that arise as a result of Capricorn Travel's breach of this contract or wrongful acts or omissions.

Travel insurance is essential

26. The Department of Foreign Affairs and Trade states that travel insurance is as essential as your passport regardless of your travel destination. Further information about travel insurance is provided by the Department of Foreign Affairs and Trade at www.smarttraveller.gov.au.
27. Capricorn Travel can offer travel insurance products as an authorised representative of Cover-More Insurance Services Pty Ltd (ABN 95 003 114 145, AFSL 241713). Insurance issued by Zurich Australian Insurance Ltd AFS Licence No: 232507. Before making any decision regarding travel insurance, you should read the product disclosure statement.
28. If you wish to purchase travel insurance through Capricorn Travel you will need to complete and sign an application form and pay the appropriate premium. Travel insurance cannot be provided until the application form is completed and the premium paid.
29. If you decline travel insurance Capricorn Travel may require you to sign a disclaimer.

Tell Capricorn Travel about any special requirements you have

30. Please inform Capricorn Travel of any special requirements you may have such as special meals, seating requests or physical or medical conditions that may require attention or assistance. Capricorn Travel will endeavour to inform Travel Service Providers of all such requirements but does not assume any liability or responsibility if a Travel Service Provider cannot fulfil or accommodate these requirements.

You must have a valid passport and other necessary documentation

31. You are responsible for having a valid passport and all applicable documentation (for example, visas, permits and re-entry permits) necessary for the countries that you are travelling to or transiting through. If you are travelling to the USA, please visit <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for the visa waiver program ("ESTA"). Australian passport holders will not be able to enter the USA without a valid ESTA or visa. If you do not meet the relevant eligibility requirements of ESTA, you may be required to obtain a visa.
32. Many countries require at least 6 months validity on your passport from the date of return.
33. You are also responsible for meeting any applicable health requirements for countries that you are travelling to or transiting through and must ensure that you carry all necessary vaccination documentation. Your local doctor or travel clinic will be able to assist you with this if you require.
34. You are solely responsible for any fines, penalties or payments incurred because of you not having an appropriate passport or other documentation.
35. Capricorn Travel can refer you to third parties who can assist you with passport, visa, or travel health requirements.

Travel Advice available from the Department of Foreign Affairs and Trade

36. You must assess the risks associated with all countries that you are travelling to or transiting through. For advice contact the Department of Foreign Affairs and Trade or visit their website at www.smarttraveller.gov.au

You are responsible for checking that travel documents are correct

37. Travel documents are used to confirm service arrangements with Travel Service Providers (for example; airline tickets, accommodation vouchers, and tour confirmations) and may be provided in paper form or electronically ("Travel Documents").
38. Travel Documents are issued subject to the terms and conditions of the relevant Travel Service Provider and may not be refundable, transferable or otherwise changeable (or such actions may be subject to fees or charges).

39. Incorrect names or details on Travel Documents may mean you cannot use the relevant service. In particular, it is important that all airline tickets are issued in the name of the relevant passport holder.
40. It is your responsibility to ensure that there are no errors in names, dates, or places on the Travel Documents. Please check your Travel Documents when received and inform Capricorn Travel immediately of any errors.

You must re-confirm your departure times

41. Departure times can change. It is your responsibility to contact the relevant airline or other Travel Service Provider prior to departure to ensure there is no change to the scheduled departure time.

Capricorn Travel's liability is limited

42. You indemnify and must keep indemnified Capricorn for any damages, costs, losses, demands, or claims suffered or incurred by Capricorn ("Liability") as a result of your negligence or breach of these Terms and Conditions ("Indemnified Matters"). Such indemnity being reduced to the extent that any Liability arises as a direct result of Capricorn's breach of these Terms and Conditions or negligence. Without limiting the indemnities contained in this clause, any obligation Capricorn Travel has to you will be suspended during the time and to the extent that we are prevented from, or delayed in, complying with that obligation by an event of Force Majeure. Your rights with respect to a confirmed booking affected by an event of Force Majeure will be subject to the terms and conditions of the relevant Travel Service Provider.
43. Subject to clause 44, to the maximum extent permitted by law, no party is liable to the other party for any loss of, or loss of anticipated, use, production, revenue, income, profits, goodwill, contract, business and savings or business interruption, whether or not foreseeable ("Indirect Loss"), except to the extent that such Indirect Loss is an Indemnified Matter under these Terms and Conditions.
44. If you are a "consumer" within the Australian Consumer Law, then Capricorn is taken to have given you certain guarantees in respect of the goods and services which may be provided under these Terms and Conditions that Capricorn cannot exclude or restrict by law. If Capricorn fails to comply with those guarantees, then you may have certain rights and remedies under the Australian Consumer Law. To the fullest extent permitted by law, Capricorn's liability for any such breach of these guarantees is limited to, at Capricorn's election, to Capricorn supplying the services contemplated by these Terms and Conditions again; or paying the cost of having the services contemplated by these Terms and Conditions supplied again.

45. Capricorn Travel makes no warranty against defects associated with the supply of services under this document. However, if and only if Capricorn Travel is taken at law to have made any such warranty in connection with this document, then Capricorn is taken to have provided the following statement to you:

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- *to cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Governing Law

46. These Terms and Conditions are governed by the laws of Western Australia and you agree to submit to the exclusive jurisdiction of the courts of Western Australia.

Privacy Statement

Collection of Your Personal Information

By providing your personal information (or allowing another to do so on your behalf) you consent to our collection, use and disclosure of your personal information as outlined in our Privacy Policy. Our Privacy Policy also contains information about how we handle personal information, including how you can access and correct your personal information or make a complaint.

If you do not agree with any part of our Privacy Policy, you must not provide your personal information to us. If you do not provide your personal information, we may not be able to provide you with the products or services you are requesting.

Overseas disclosure of your personal information

Depending on the nature of the travel services you request from us and the location of relevant travel service providers, we are likely to disclose your personal information to travel service providers overseas. Relevant travel service providers could be located anywhere in the world including in countries where privacy laws differ substantially from Australia. We cannot control the activities of these travel service providers. If you provide us personal information you consent to your information being provided to overseas travel service providers without us needing to take reasonable steps to ensure that the Australian Privacy Principles contained in the Privacy Act 1988 will be complied with as required by Australian Privacy Principle 8.1 and therefore the travel service providers may not be accountable under the Privacy Act and you may not be able to seek redress under the Privacy Act. Practically we feel we cannot proceed on any other basis given the worldwide nature of your potential requests.

More information

Our Privacy Policy is available at www.capricorn.coop. For more information email privacy@capricorn.coop or phone 1800 327 437 (Australia) or 0800 401 444 (New Zealand) and ask to speak to our Privacy Officer.