

Accuracy of Information and Limitation of Liability

MTA Travel (The Agent) does not endorse or recommend any particular travel service provider. The Agent and its third party suppliers take reasonable care that the travel information provided is correct but is subject to amendment at any time without notice.

You acknowledge and accept that the Agent provides information in good faith.

The Agent cannot and does not check the accuracy of all information provided by travel service providers. You should make your own evaluation of the accuracy or completeness of any information, opinion and advice.

You are solely responsible for the suitability of any travel services, which you purchase; the Agent is not liable for any inconvenience caused or expense incurred as a result of any unsuitability of travel. The role of the Agent in relation to your travel arrangements is limited to facilitating your booking, arranging travel documentation, payments and refunds as applicable. The Agent accepts responsibility for the performance of this role and for the negligence of its employees.

However, to the maximum extent permitted by law, the Agent disclaims all liability for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by third parties, or failure by the Agent to complete bookings where that failure is due to circumstances beyond its control.

The Agent accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel services to you where your booking has been properly processed by it; nor is the Agent responsible for any acts or omissions of airlines or other third parties in the course of delivery of such travel services. Where the Agent is liable to you under these terms and conditions its liability will be limited to providing the relevant booking services again or to refunding money paid in relation to services not provided because of the Agent's default. Where refunds are due to you from third party suppliers of travel products or services, the Agent will provide reasonable assistance to you in claiming such funds from those suppliers. Under no circumstances will the Agent be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages for disappointment. You are responsible to supply all passenger names exactly as they are on your passports. Failure to provide your correct names may require a reissue of tickets and you accept responsibility for this cost.

Warranties

To the maximum extent permitted by applicable law, the Agent grants no warranties, express or implied. The Agent will not be liable to you for the breach of any alleged warranty.

Use of your contact information

You agree and consent that the Agent may use, including sharing with third parties, your contact information (i.e. your name, physical / postal address and / or other contact details) for all purposes directly connected with your reservation request. MTA Travel may disclose your personal information to travel service providers, organisations that provide services to MTA Travel (more details in our Privacy Statement on www.mtatravel.com.au), various law enforcement agencies and governments around the world for security, customs and immigration purposes. You can gain access to the information MTA Travel holds about you by Contacting MTA Travel in writing at PO Box 4328 Robina Town Centre QLD 4230

Fares & Prices

Airfares and prices include airport taxes, port and handling charges or other charges when stated and are always subject to Airline/ Supplier availability. Airline/Supplier availability, fare conditions and class of travel can change at any time up to time of final payment. Routing restrictions and other special conditions may apply. Airlines and other Suppliers may withdraw or change their prices without notice before final payment.

Deposits and Final Payments

Deposits and final payments must be received in to the Agency Client Account as cleared funds in adequate time to enable booking confirmations. Failure to make payments to the Agency within Suppliers time limits may result in automatic cancellation of the booking. We accept no responsibility for loss incurred due to automatic cancellation.

Quoted prices

All prices quoted in your confirmation letter are correct at the time of writing. Prices may fluctuate depending on bank rates or exchange rates (if applicable) and are not guaranteed until full payment has been made. Deposits merely hold the reservations and do not guarantee prices.

Travel Documentation

Passport, Visa and Health requirements are the responsibility of all individual travellers. Passports are required for all travellers departing Australia. Permanent residents travelling on a foreign passport must hold a valid Australian Re-entry Visa.

Many countries require that foreign nationals entering hold a passport with at least six months validity. The Agent will assist in providing information. This information as well as other related information supplied by the Agent are supplied in good faith and should be treated as a guide only. The final responsibility for ensuring documentation is correct is that of the individual traveler. The agent will not be held responsible for tickets lost by a third party, any charges associated with reissue and resending of documentation will be at your expense.

Credit Cards

Most quotations are provided on the basis of payment by cash or cheque. Credit Card transactions may in some circumstances incur an additional charge. This charge will be advised at the time of purchase of any service. An imprint or photocopy of both sides of the credit card may be required along with an authority to charge the card.

Liability

The Agent does not warrant the accuracy, completeness, or fitness for a particular purpose of any services provided by any Supplier and to the maximum extent permitted by any law disclaims all implied warranties in connection with same. In no event shall we be liable for any injury, loss, claim, damage or any incidental or consequential damages, including but not limited to lost profits or savings, arising out of or in any way connected with the travel arrangements made.

Booking Cancellation and Amendment Charges

Certain fees may be payable in respect of transactions entered into using the Agent. These fees may include cancellation fees and, where amendment is permitted, amendment fees. In some cases, the Agent may charge cancellation and/or amendment fees in addition to those imposed by travel service providers. Before entering into a transaction, you should carefully check to see whether any other cancellation or amendment fees apply. These charges can be up to 100% of the cost of the booking. The Agent is unable to provide a refund to you until we receive the funds from the relevant travel service provider.

Travel Insurance

We can provide you with information about travel insurance. It is strongly recommended that all travellers obtain travel insurance against cancellation or amendment fees as well as providing sufficient medical cover. If you do not require travel insurance you agree to provide written acknowledgement that an offer to arrange travel insurance has been made to you by the Agent.

Dept of Foreign Affairs and Trade Warnings

For reasons of political unrest, acts of war or terrorism or natural disasters in certain parts of the world the Australian Government in conjunction with various other worldwide bodies may decide to issue a Government Advisory warning to Australian passport holders not the travel to that country. In these instances whilst travel to some countries is not advisable and some clauses of the travel insurance coverage may not be affective we appreciate that some clients may still need to travel to those areas. Whilst we are prepared to make these bookings on our client's behalf we do so without responsibility or liability. Up to date information is available on the Department of Foreign Affairs website at www.dfat.gov.au It is recommended that all Australian travellers register their personal details i.e passport numbers, contact details in Australia and the countries you will be visiting. Simply register via the website at www.orao.dfat.gov.au to utilise this service.

Authority

In the event that an accident, disaster or emergency is reported to have occurred in a country where I/we will or may be travelling, I/we authorise you to disclose to the Australian Government Department of Foreign Affairs and Trade details of my/our itinerary (including without limitation, transport and accommodation arrangements) and my/our contact details within Australia and overseas."

Disclosure

You must ensure your Australian passport has a validity of six months after your return date to Australia and advise us if you wish us to make any necessary visa application on your behalf.

In the event that you are travelling to a country or countries which do not require a visa for Australian passport holders, you must tell us if you have been arrested or convicted in respect of any offence or breach of law. Non disclosure of this information may lead to your being refused entry on arrival in certain countries. In that event, we take no responsibility whatsoever.

If you do not wish to disclose such information to us, then you must contact the embassy of each country of destination and make your own arrangements in regard to entry to that country."

Changes to these Terms and Conditions

The Agent has the right to at any time it sees fit to change or modify all or any part of these terms and conditions.