



MTA Travel Booking Form



MTA Travel accepts bookings subject to the attached Booking Terms & Conditions. Your payment of a deposit and/or full tour price indicates that you have read these and understand and agree to them.

Please complete all details and return to us at:

PO Box 4328 Robina Town Centre QLD 4230 or Fax to : 07 5597 3700 or scan and email to: operations@mtatravel.com.au

A non-refundable deposit of AUD\$300 per person must be paid to secure the booking. Full payment is due 60 days prior to departure.

PAYMENT OPTIONS (select one option)

By Cheque Payable to **MTA Travel** – forward to : PO Box 4328 Robina Town Centre QLD 4230 Pls quote ref: MTA

By Direct Deposit **MTA Travel Trust Account - CBA - BSB: 064-486 Account #: 10044057**

TOUR DETAILS

Please reserve..... place(s) on the.....

Departing on.....(Date) Room Type.....(single, twin, triple share)

CLIENT INFORMATION

PARTICIPANT 1

Mr/Mrs/Miss/Ms (First Name) _____

(Last Name) _____

(NAME TO BE WRITTEN AS IT APPEARS IN YOUR PASSPORT)

Address: _____

Postcode: _____

Tel: (H) () _____ (B) () _____

Email: _____

Date of Birth: ____/____/____

PASSPORT DETAILS

(Nationality) _____

Passport Number _____

Place of issue _____

Date of issue ____/____/____

Date of expiry ____/____/____

PARTICIPANT 2

Mr/Mrs/Miss/Ms (First Name) _____

(Last Name) _____

(NAME TO BE WRITTEN AS IT APPEARS IN YOUR PASSPORT)

Address: _____

Postcode: _____

Tel: (H) () _____ (B) () _____

Email: _____

Date of Birth: ____/____/____

PASSPORT DETAILS

(Nationality) _____

Passport Number _____

Place of issue _____

Date of issue ____/____/____

Date of expiry ____/____/____

*****IMPORTANT NOTE*****

Do any of the above named suffer from any physical disabilities or illnesses or are undergoing any treatment for any physical or medical condition? Yes No (If yes, you must attach doctor's certificate stating fitness to travel.)

I/We the undersigned person(s) have read, understand and agree to the attached MTA Pty Ltd Booking Terms & Conditions. Note if participant is under 18 years of age legal guardian or parent must sign.

PARTICIPANT 1: Signature: _____

Name (Please print): _____ Date: ____/____/____

PARTICIPANT 2: Signature: _____

Name (Please print): _____ Date: ____/____/____

PASSENGER CONTACT IN CASE OF EMERGENCY

Name: Tel: Mobile:

MTA Travel hereinafter referred to as (MTA) BOOKING TERMS & CONDITIONS

Please read these pages carefully. Your booking and payment of deposit and/or full tour price indicates that you have read these terms and conditions, and that you understand and agree to them.

CONTRACT ARRANGEMENTS AND DEPOSIT:

To secure a booking MTA require a completed and signed booking form plus a non-refundable deposit of AUD\$300 per person per tour, or full payment if travel is due to commence within 60 days. This payment is considered confirmation that the Client has read and accepts our Booking Terms & Conditions. A booking is accepted and becomes definite only from the date when MTA have confirmed acceptance by issuing a Booking Confirmation/Tax Invoice. It is at this point that a contract between MTA and you, herein referred to as the Client comes into existence. MTA reserve the right to decline any booking.

The contract is between MTA and the Client, being all persons named on the booking form as intending to travel with MTA. The person making the booking warrants that she/he has full authority to do so on behalf of all persons named on the booking form and confirms that all such persons are fully aware of and accept these conditions. The contract, including all matters arising from it, is subject to the laws of the State of Queensland, Australia and the Client accepts the exclusive jurisdiction of the Courts of the State of Queensland, Australia.

BALANCE OF PAYMENT: The final balance is due for payment 60 days prior to departure. Failure to pay in full by the due date may result in a late payment fee of AUD \$100 or cancellation of the Client booking.

LATE BOOKINGS: Payment in full is required at time of booking for reservations made less than 60 days before tour departure. If a reservation cannot be confirmed all funds will be refunded. Bookings made and confirmed within 60 days of departure will automatically incur the late payment fee of AUD\$100 if full payment is not received by MTA within 3 days of the booking confirmation.

PRICES: Each tour price will be quoted in a clearly stated foreign currency or in Australian dollars which are subject to currency fluctuation until paid in full.

NOT INCLUDED IN OUR TOUR PRICE: The following are excluded from the Tour price: International Airfares, arrival or departure taxes, passport and visa costs, travel insurance, all items of a purely personal nature including beverages, laundry, telephone charges, hotel room service, meals and gratuities, unless expressly included. Extension of stay either prior to or at the end of a tour will be at the Clients own expense and transfers will not be provided. International airfares will be provided separately upon request.

CHANGES: Changes by the Client: Because of additional communication and other expenses, an administration fee of AUD\$50 + GST if applicable per amendment to the Clients original booking will be incurred. While every reasonable effort will be made to accommodate

changes and additional requests their availability cannot be guaranteed.

Changes by Us - While MTA will use our best endeavours to operate all tours as advertised, by entering into this contract the Client accepts that it may prove necessary or advisable to vary or modify a tour or its contents due to prevailing local conditions. MTA reserves the right at any time to cancel or change any of the facilities, services or prices described in the brochure (including transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation.

CANCELLATIONS & REFUNDS: No refund will be made for any unused accommodation, meals, or sightseeing in part or full. No refund is available after the tour has commenced, in respect of any services not utilised.

Cancellation by The Client - The Client may cancel the booking at any time. Written notification is essential even if verbal notification of an intention to cancel has been given. The below cancellation charges include applicable GST. MTA will not be held responsible for any expenses, reimbursement or refund of any tour monies and cancellation charges will apply if the Client is refused entry by any country on the tour for whatever reasons, including lack of necessary visas. Cancellation charges will be applied as shown below, calculated from the day written notification is received by MTA:

Before date of Departure

60 days or more - Forfeit of AUD\$300 deposit
59 - 31 days 50% of tour cost
30 days or less 100% of tour cost

Cancellation by Us - MTA will operate each of the scheduled group tours advertised in our brochures once the minimum number of 5 paying Clients per tour is attained. MTA reserves the right to cancel any group tour departure which does not attain the minimum number of paying passengers. MTA also reserves the right to cancel or reschedule any tour departure in accordance with operating requirements or circumstances beyond its control. Should this occur MTA will offer the Client an alternative arrangement. If the Client does not accept the alternative arrangement within 7 days, MTA will treat this contract as at an end, refund all monies including deposits and will then be under no further liability. MTA is not responsible for the costs of other travel arrangements affected due to our cancellations or rescheduling of any tour departure.

TRAVEL INSURANCE: Personal Travel Insurance is not included in the tour price. Travel Insurance is compulsory on all MTA tours and is a condition of booking. Such insurance must cover full medical costs, evacuation, accommodation, loss of deposit, luggage, etc. The Clients insurance policy details must be provided to MTA prior to the departure of any tour and failure to do so will mean exclusion from the tour. Under these circumstances cancellation charges will apply. The Client should ensure that they have details of the policy number and emergency telephone number for the insurance

company with them during the tour. It is strongly recommended that the Client take out cancellation insurance at time of booking which will cover cancellation penalties in certain circumstances (note: such insurance will not cover a change of mind).

PASSPORTS, VISAS AND VACCINATIONS:

It is the Clients sole responsibility to be in possession of a passport valid for at least 6 months after the date of return to the Clients country of residence. The Client is also wholly responsible for obtaining all necessary visas, inoculations and preventative medicines which may be required for the duration of the tour. Information about these matters or related items is given in good faith but without responsibility on the part of MTA. MTA strongly recommends that all Clients consult their doctors or a Travel Medicine Specialist regarding necessary vaccinations /medication before any overseas trip.

FITNESS AND PARTICIPATION:

All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in our brochures. Clients agree to accept the authority and decisions of MTA employees, tour leaders, and agents while on tour. In the opinion of such persons that the health or conduct of a Client before or after departure appears likely to affect the smooth operation of the tour or adversely affect the enjoyment, harmony, or safety of other passengers, MTA reserves the right to withdraw tour membership from this Client and shall not be required to show reason. Under these circumstances the Client may be excluded from all or part of the tour without refund and shall have no right to claim any damages of whatsoever nature against MTA. In the case of ill health, MTA may make arrangements for the wellbeing of the Client as it sees fit and recover the costs from the Client.

ILLNESS OR DISABILITY:

MTA destinations, in general, are not geared to cater for the disabled traveller at this time. Any traveller who requires any special consideration and assistance must have a full-time carer/companion. MTA must be advised in writing at the time of deposit of any disabilities of prospective travellers. It is the responsibility of the Client to advise MTA in writing of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of the Client requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other trip members. Failure to make such disclosure will constitute a breach of these booking conditions and result in the Client

being excluded from the tour in which case all monies paid will be forfeited. MTA also reserves the right to cancel participation in a tour, at any time, including after the commencement of the tour, with no right of refund if the Clients medical condition and/or disability could be reasonably expected to affect the normal conduct of the tour and the enjoyment of other tour participants.

SPECIAL REQUESTS: If there are any requests regarding special meals or dietary requirements, please inform MTA when booking. Such requests are subject to confirmation and availability. In the case of food allergies MTA will make every endeavour to comply with the clients special needs but will not be held responsible for the negligence of MTA service providers.

CHILDREN: Children under 12 years of age are ineligible to participate in any group tour. All children between the ages of 12 years and 18 years must be accompanied by an adult.

LOCAL LAWS: Clients must obey the laws and regulations of the countries visited when participating in any tour. Failure to do so will relieve MTA of all obligations that they may otherwise have under these booking conditions.

COMPLAINTS: If the Client has any complaint about any of the tour arrangements, the Client must bring it to the attention of the tour leader or other representative of MTA at the time, so that the tour-leader or the representatives of MTA may use their best endeavours to rectify the situation. Any complaints must be confirmed in writing to MTA within 28 days of the completion of the tour.

DISCLAIMER: MTA is not a carrier or hotelier, nor do they own aircraft, hotels or coaches. The services MTA supplies consist of arranging and co-ordinating accommodation, tours and transfers, making bookings and guiding tours only. MTA exercises every care in the selection of reputable tour operators, coach operators, hotels and other suppliers of the various travel services, which are used in our tours.

All bookings with MTA are subject to the terms, conditions and limitations of liability imposed by the service providers whose services we utilise, some of which limit or exclude liability in respect of death, personal injury, delay and loss or damage of baggage. Because of this MTA does not accept liability for events beyond our control ('force majeure'). 'Force majeure' includes any event which MTA or its suppliers could not, even with all due care, foresee or avoid (for example advice against travel from the Australian Department of Foreign Affairs and Trade (DFAT), war, threat of war, riot, civil strife, industrial dispute, epidemics, health risks,

terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport). MTA is not liable for any penalty charges associated with transport, in the event of a change to a tour departure time, date or airport.

EXCLUSION OF LIABILITY: By booking a tour, the Client acknowledges and agrees that MTA will take all reasonable steps to provide an enjoyable tour experience. However, MTA accepts no responsibility for any loss of enjoyment by passengers due to circumstances beyond its control. MTA accepts no responsibility for any death, injury, illness, damage, detention, overbooking of flights, delay (including mechanical breakdown) or any other loss/theft beyond its reasonable control and provides no warranties in addition to those set out under the Trade Practices Act 1974, but nothing herein restricts the Client from exercising his or her rights and remedies pursuant to law.

MTA can give no guarantee as to exact arrival and departure times for carriers and operators used by the MTA during the tour and will not be liable for failure to make connections with any other services or attractions beyond its control. If for any reason the accommodation listed becomes unavailable, MTA may substitute other accommodation. The laws of the State of Queensland, Australia will govern any claim or legal action in connection with MTA provision of services to the Client. Any claim or legal action against MTA suppliers is likely to be governed by the laws of other countries and is outside the control of MTA. All touring holidays are operated by MTA, Suite 208 "Eastside" 232 Robina Town Centre Drive Robina QLD 4226. All correspondence and/or complaints, notices etc relating to the Clients contract with MTA must be mailed to this address.

MTA RESPONSIBILITIES: All bookings are accepted on the clear and express understanding that the Client accepts that travel does, by its very nature, involve some risk and that they undertake all tours of their own volition. MTA acts only as agents for the Client with respect to services provided, included, but not limited to hotels, restaurants, sightseeing, and all forms of transportation. MTA takes all reasonable precautions to make the tours as safe as possible for tour passengers and others.

MTA will pay no compensation for failure of tour arrangements that could not have been foreseen or avoided; that are of no fault on the part of MTA or its suppliers; or if it was through fault the of the Client or the actions of someone unconnected with MTA, even if all due care has been exercised. MTA will not be responsible should the standard of the services provided be below the expectations of the Client. Under the Trade Practices Act, consumers have a right to compensation if services are not provided with care and skill or if services are not reasonably fit for a particular purpose made known by the consumer. This right cannot be excluded. Subject to the above statutory rights, MTA shall not be liable for

any injury, death, damage, loss, accident, delay, or irregularity that may be caused to the Client or property of the Client, which is caused or arises during or in connection with the tour, including any service provided by contractors.

PRIVACY NOTICE: MTA collects information about the Client, including health details if necessary to provide services and products, process travel arrangements, and ensure efficient completion of travel. MTA may need to pass on this information to airlines, embassies/consulates, other operators, and other agencies for security, customs and immigration purposes and the Client expressly authorises MTA to make such information available to those organisations and agencies.