



**Mecca Travel Co**

### **Terms & Conditions of Website Use**

Please read carefully the following terms and conditions.

The use of this website is governed by these terms and conditions. Your use of this website constitutes your acceptance of the terms in this notice and the other notices on this website. Should you object to any of the conditions in the notices on this website, you must immediately cease using this website.

You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.

In these terms and conditions, the expressions “we”, “us” and “our” are a reference to Mecca Travel Co Pty Limited ACN 134 496 389 (trading as Mecca Travel Co).

### **Amendment to Terms**

We may amend these terms and conditions as necessary. Amendments will be effective immediately upon notification on this website. Your continued use of this website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### **Make a Booking**

If you wish to make a booking with us, you may request a quote on this website or simply contact us.

Upon receipt of your request for quote on this website, we will contact you by phone or email.

All bookings made through us are subject to any additional terms and conditions, and limitations of liability imposed by the relevant third party service providers.

To confirm a booking with us, you must pay a deposit which varies depending on the terms and conditions of the third party service providers. Unless we notify you otherwise, the minimum deposit is \$500 per person.

The outstanding balance will be payable at a later date notified to you at the time of your booking confirmation.



## **Prices, Taxes and Currency**

Prices advertised and/or quoted are per person and in Australian Dollars. Prices are subject to availability and currency exchange rate fluctuation and it may be withdrawn or varied without notice. You may confirm the current package costs at any time by making full payment, based on the currency exchange rate at the time of payment.

Prices are fully inclusive of taxes, levies, government charges and other applicable fees (other than those mentioned below) as at the date of advertisement and/or quotation, which may be subject to change until the day your booking is confirmed.

Surcharges which may apply for peak seasons (if applicable) are inclusive in the prices.

The prices do not include the following taxes which are subject to change without notice:

- Additional taxes specific to your insurance, gratuities, or excess baggage;
- Certain mandatory taxes specific to some countries; and
- Additional local taxes payable at certain airports.

We will endeavour to notify you of all relevant non-exclusive taxes, as at the time of booking confirmation.

## Accommodation

Prices for accommodation are based on twin share.

Prices will vary should you require different accommodation. Please contact us and request for a quote.

## Airfares

Packages offered do not include airfares, unless stated otherwise.

Airfare taxes are not negotiable and are subject to change until the day of ticketing.

## **Fees**

### Cancellation Fees

Any cancellation will incur a minimum cancellation service fee of \$150 per person. Unless you are subject to a 100% cancellation fee, this minimum cancellation service fee is additional to any cancellation charges imposed by the relevant third party service providers

Should you wish to cancel your airfare after your ticket has been issued and your airline booking has been confirmed, unless we notify you otherwise at the time of booking confirmation, you are subject to a 100% cancellation fee regardless of whether travel has commenced.

Should you wish to cancel your booking once it has been confirmed, unless we notify you otherwise at the time of booking confirmation, you may be subject to a 100% cancellation fee regardless of whether travel has commenced.

If any money paid may be refundable to you, we will provide you the refund after we have received the funds from the relevant third party service provider.



### Amendment Fees

An amendment fee of \$50 will apply to each amendment made after your booking has been confirmed. This fee is additional to any amendment charges imposed by the relevant third party service providers.

### Additional Service Fees

If you require us to prepare an itinerary for you prior to your booking confirmation, an itinerary service fee of \$150 per person will apply. Upon your booking confirmation, the itinerary service fee you have paid will be deducted accordingly from the total price payable for your travel package.

### Payment by Credit Card

Payments made via credit card are subject to following surcharges:

- Mastercard and Visa – 1.815%
- American Express – 3.5%
- Diners – 2.24%

### **Travel Arrangements**

You must contact the relevant airlines, accommodation and/or any other third party service providers prior to your travel to ensure that your scheduled booking arrangements, such as your departure and/or arrival times are confirmed and have not changed.

### General baggage limits for flights to North America:

The maximum allowance is two pieces of luggage with a combined total dimension of 106" (269cm) and each luggage must not exceed 62" (157cm) or 23kg. One set of ski equipment will count as one piece of baggage.

### General baggage limits for all other flights:

First Class and Business Class passengers have a maximum baggage allowance of 30kg.

Economy Class passengers have a maximum baggage allowance of 20kg.

All passengers are limited to one piece of carry-on luggage per person. All carry-on luggage must comply to the size, weight and security restrictions, as imposed by the relevant airlines and the airports.

Fees as imposed by the relevant airlines may apply for ski equipments that are in excess of the passenger's maximum baggage allowance. If you are unsure what your baggage limits are, you must contact the relevant airlines prior to your travel.

### Travel Insurance

We strongly recommend that you purchase travel insurance for all overseas travel at the time of your booking confirmation.

If you need information regarding travel insurance, please contact us for details of services we provide.



## **Snow Conditions**

Mother Nature, and not us, is responsible for the weather conditions.

## **Restriction on Use**

You may use this website only for your personal and non-commercial purposes. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not, without our written permission, on-sell information obtained from this website.

## **Our Intellectual Property Rights**

We own all the intellectual property rights (including copyright) in all information, text, material, graphics, logos, icons, sound recordings, software and source code on this website ("Subject Matter").

Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from the Subject Matter; or
- commercialise any information, products or services obtained from the Subject Matter;

without our written permission.

If permission is granted, the copyright owner's name and interest in the Subject Matter must be acknowledged wherever you reproduce or quote the Subject Matter, in whole or in part.

## **Hyperlinks**

When using hyperlinks to our website, you must:  
attribute us as the original source of the hyperlink;  
link to our content directly, using the title or headline of the content to which you are linking; and  
comply with all copyright, trade mark or other applicable intellectual property laws.

You must not:  
attribute (whether directly or indirectly) linked content as your own or someone else's content (for example, use your own logo to link to our content); or  
attribute a link to our website and then link it somewhere else.



### **Third Party Websites**

This website may contain links to other websites ("Third Party Websites"). These links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with the Third Party Websites.

Unless expressed otherwise in this website, our links to Third Party Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of the Third Party Websites, or of any information, graphics, materials, products or services referred to or contained on the Third Party Websites.

### **Limitation of Liability**

We are a travel/booking agent and all information provided on this website is subject to the information supplied to us by the relevant third party service providers. To the extent permitted by law, we exclude all other liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of this website, whether that liability arises in contract, tort (including by our negligence) or under statute.

Without limitation, we will not, in any circumstance, be liable for any direct or indirect losses, including loss of profits, loss of revenue and loss of business opportunity.

Certain rights and remedies available under the *Trade Practices Act 1974 (Cth)* or similar legislation may not be excluded, restricted or modified. Apart from these rights and remedies that cannot be excluded, we and our related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to:

- the supply of our services again; or
- the refund of your monies paid to us.

### **Indemnity**

You indemnify us and our employees against all losses, costs, damages, claims and expenses arising from any loss, cost, damage or expense as a result of your breach of these Terms and Conditions.

### **Viruses**

We do not guarantee that this website will be free from viruses, or that access to this website will function as intended or uninterrupted. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference or damage to our computer system which arises in connection with your use of this website.



### **Termination of Access**

We may terminate your access to this website at any time without notice to you. In the event of such termination, our disclaimer will survive termination.

### **Applicable Law**

Your use of this website is governed by and construed in accordance with the laws of the Australian Capital Territory, Australia. By using this website, you irrevocably and unconditionally submit to the jurisdiction of the courts of that Territory.

### **PRIVACY POLICY**

We are bound by and comply with the *Federal Privacy Act 1988* (Cth).

#### **Information we collect**

When viewing this website, we may record your visit and log information for statistical purposes which includes:

- your server address;
- your top level domain name (for example .com, .gov, .au, .uk etc);
- the pages you accessed and documents downloaded;
- the website you visited immediately prior to accessing this website; and
- the type of browser you are using.

We may also collect personal information such as your email address, which you give to us when you request a quote from us and/or when you sign up for a subscription to our Mecca Mag .

#### **How we collect information**

To collect the statistical information, we utilise a feature of your internet browser called "cookies" which stores small amounts of data on your computer about your visit to this website. However, "cookies" tell us nothing about who you are unless you specifically give us personally identifiable information. You do not need to have cookies turned on to visit our website. In addition, you may elect not to allow cookies to be collected by selecting certain options on your browser.

We also collect your personal information by directly asking you to provide it when you confirm your booking.



### **How we use the information**

The information we collect is solely for the purpose to carry on our business in supplying our services to you and facilitating your travel arrangements on your behalf.

Unless you object, this information may be used to:

- track return visits to our website;
- accumulate and report anonymous, aggregate (data collected in mass), statistical information on website usage; and
- determining which pages and features users like best.

We use your personal information only for the purpose for which you provide to us. Please be assured that we will not sell your personal information to a third party, or make any other use of your personal information, for any purpose which is not incidental to your use of this website and the purpose for which you provide your information. For clarity, personal information will only be provided to the relevant third party service providers to facilitate your travel bookings, and will not be used for any purpose which a reasonable person in your position would not expect.

### **How we store your information**

Any personal information you provide to us for the purpose of requesting a quote or facilitating your travel booking is kept confidential to the best of our abilities. Your information will be transmitted to us via the internet and stored at our premises. However, you must appreciate that we cannot guarantee the security of our premises and the transmission. We make no warranty in respect of the strength or effectiveness of the security at our premises and the transmission. We are not responsible for events arising from unauthorised access of the information you provide to us.

### **Access to your information**

On your request and at no cost to you, we will provide you with access to your personal information, as required by law. You are entitled to edit or delete such information.

However we reserve the right to refuse access if authorised by law or where access would unreasonably impact on the privacy of others.