



## **DESTINATION INTERNATIONAL HOLIDAYS BOOKING CONDITIONS**

**Please read this information prior to making your reservation**

*Applicable from August, 2020, & supersede previous terms & conditions.*

---

# **CANCELLATION AND REFUND POLICY**

Destinations International Pty Ltd ("Destination International", "DI Travel" "we", "us" and/or "our") try to ensure that we only promote travel offers that our customers will enjoy. We understand, however, that occasionally, this is not always the case. This policy sets out the circumstances in which Destination International may provide refunds to our customers ("customer", "you" or "your") or permit cancellation in respect of a specific travel offer. In administering this policy we will only deal with the named person who placed the order in respect of a specific travel offer.

Pursuant to the Consumer Guarantees Act 1993, you may be entitled to certain rights and remedies which cannot be contracted out of. Nothing in this Cancellation and Refund Policy is intended to limit, exclude, or modify any rights or remedies that may be available to you as a consumer under the Consumer Guarantees Act 1993 or the Consumer Affairs Act in Victoria.

### **WHEN DESTINATION INTERNATIONAL MAY PROVIDE REFUNDS**

Destination International may provide a refund of amounts you have paid to us in connection with the relevant travel products and services if :

1. we accept your cancellation of the services in the permitted circumstances set out below;
2. if the travel offer is not available to you and we cancel the order;
3. the passenger information form is not returned within the specified period and we cancel the order;
4. an order is placed in contravention of an applicable child traveller policy and we cancel the order;
5. any minimum number requirements of a travel offer are not met and we cancel the order;
6. an arrive early/stay behind or flight upgrade option is requested and is unavailable due to flight availability after purchase;
7. we are required by law to do so;

8. we have made a mistake in advertising a travel offer that fundamentally misstates the product or service that is the subject of the travel offer or otherwise in the case of manifest error by us; or
  9. prior to travel, the provider of the travel offer ceases trading or ceases to provide the goods or services that are the subject of the travel offer.
- 

#### **WHEN REFUNDS ARE NOT AVAILABLE**

---

The following circumstances DO NOT qualify for refunds:

1. where you have failed to read our Terms and Conditions, Website General Terms of Use, Flight, Cruise, Privacy, Cancellation & Refund Policy or the Important Information set out on our website for your travel offer (located under the "terms and conditions" tab on ditravel.com.au)
  2. if you change your mind after you have purchased a travel offer (for whatever reason);
  3. if the travel offer experience was in accordance with its description but did not meet your general expectations (for whatever reason);
  4. if you are unable to travel due to a medical condition or any other personal reason;
  5. if you are unable to obtain your preferred time to experience the travel offer;
  6. if you cannot travel due to other travel or other personal commitments;
  7. if the business on behalf of whom we are advertising a travel offer does not honour the terms of the travel offer because you have failed to present the voucher on redemption;
  8. If the business does not have availability because you have not attempted to make a booking within a reasonable period of time (as determined by Destination International) from the travel voucher expiry date;
  9. if you have had a dispute with the business on behalf of whom we are advertising the travel offer;
  10. if you are late for your booking, and the business decides to cancel your voucher;
  11. where the travel date selected in respect of the travel offer has passed;
  12. where you are denied entry to a destination due to a failure to comply with a health or other requirement;
  13. if you leave a tour and are non-locatable after reasonable efforts have been made and we cancel any remaining component of a travel offer;
  14. where Destination International determines the continuance of a travel offer on the scheduled departure date despite published minimum number criteria not being met;
  15. if you miss or are a 'no-show' for a flight or cruise and your flight/cruise, ticket, accommodation, transfer or other travel offer component is cancelled;
  16. where an itinerary change occurs and we arrange supply of a service of comparable or higher standard;
  17. where we cancel the order in the event of fraud, abuse or suspicious activity.
-

## **WHEN YOU MAY CANCEL YOUR BOOKING AND REQUEST A REFUND**

---

If we increase the price of your specific travel offer by a material amount (being more than 10% of the initial price) in accordance with our Terms and Conditions, you may cancel the relevant travel products or services and request a refund of amounts you have paid to us in connection with the relevant travel products or services.

This does not apply to increases arising from a request, action or omission of the customer, any person travelling or intending to travel on the order or any of their agents or representatives (including but not limited to changes to travel arrangements, optional extras, surcharges and other customisations and additions). Please refer to our Terms and Conditions for circumstances where Destination International may vary, withdraw or cancel the order, the services or the components of a travel offer.

---

## **OTHER MATTERS**

Please note any claim for refund excludes and may be subject to payment by you of any applicable fees (such as order offload fees and order administration fees) and also excludes any other non-refundable items and circumstances. Any claim for a refund may be reduced or denied where our Terms and Conditions, Complaints Policy or any other Destination International Policy is not complied with.

Without limiting the foregoing, Destination International reserves the right at its discretion to provide a refund outside of the above circumstances in compelling or extenuating circumstances. Destination International's decision with respect to any refund request is final and no correspondence will be entered into.

## **SUBMITTING A CANCELLATION REQUEST**

A request for a cancellation must be submitted via email to the general manager [leanne@ditravel.com.au](mailto:leanne@ditravel.com.au). Immediately upon submission of this Cancellation Form, you are authorising Destination International to cancel all elements of the Order for the passenger(s) provided within the form. All cancellations are considered non-reversible once received by Destination International and subject to the refund circumstances listed above.

### **Voluntary Flight Cancellations**

In the event you are unable to make your flight, for whatever reason, you must contact both the Destination International and Airline directly prior to check-in closing. Where a customer is required to cancel any flight or portion of their ticket, Destination International reserve the right to further charge the customer, any airline no-show fees. Should the cancellation occur outside of 72 hours prior to travel, only Destination International needs to be notified.

## **SUBMITTING A REFUND REQUEST**

All customers requesting a refund will be required to provide full particulars as to why they are not satisfied with the quality of the goods and services that are the subject of a travel offer.

All complaints need to be made via email to the marketing manager [russm@ditravel.com.au](mailto:russm@ditravel.com.au) where the details of the issue are recorded. Destination International can assess and seek an appropriate resolution to the issue.

All refund forms must be received within 30 days from the return of travel, or from the date the incident occurred. Any requests for refunds submitted outside of this timeframe will not be accepted.

### **VERIFICATION**

---

Destination International will verify the validity and veracity of some or all of the particulars of a request for cancellation or refund by consulting with the relevant merchant responsible for fulfilling the offer. Destination International may also ask you (by phone or email) to provide additional information in relation to the cancellation or refund request.

### **REFUSAL**

---

In circumstances where we believe that a request for a cancellation or refund does not fall within the scope of this policy, misleading, incorrect, deceptive and/or is otherwise invalid, Destination International may, in its absolute discretion, refuse a cancellation or refund request. Destination International is under no obligation to provide you with reasons as to why your request has been refused. Please note that any fraudulent, abusive or otherwise suspicious activity will be immediately referred to the relevant authorities.

### **REFUND VIA DIRECT DEPOSIT**

---

Any refund will be credited to your preferred bank account, according to the details provided by you during the refund request process. Any refund provided by Destination International is in no way an admission of liability by or on behalf of Destination International or the admission of any other fact in connection with, any act or omission which then led to the request for a refund being submitted by the customer.

### **CHANGE TO POLICY**

---

Destination International may change this policy at any time at our absolute discretion by posting the revised policy on this website. It is your responsibility to review the terms of this policy. By visiting and using the Destination International website you agree to abide by the terms of this policy as amended.

### **CONTACT INFORMATION**

For any feedback or questions regarding this policy, please feel free to contact Destination International via [russm@ditravel.com.au](mailto:russm@ditravel.com.au)

Effective 3<sup>rd</sup> August, 2020