

LADY ELLIOT & FRASER ISLAND



www.ditravel.com.au

1300 813 391



Lady Elliot Island & Fraser Island Escape

Duration: 5 days

Departs: daily

Stay: 4 nights resorts

Travel style: Independent

Booking code: QLEFR5AZ

Call DI Travel on 1300 813 391

Email leanne@ditravel.com.au

5 Days Lady Elliot & Fraser Island Queensland

About the holiday

This is an absolutely breathtaking Queensland island combination – Lady Elliot Island Eco Resort and World Heritage-listed Fraser Island!

At Lady Elliot Island you will be able to walk just metres from your resort accommodation, step off the beach and snorkel, swim or dive in the 'Green Zone' sanctuary with manta rays, turtles and a stunning array of marine life.

Fraser Island is famously the world's largest sand island and offers incredible wilderness experiences with its fresh water lakes, lush rainforest and spectacular cliffs of coloured sands and 120km of continuous ocean beach.

This getaway includes the scenic flights and ferry transfers from Hervey Bay to reach the islands and when you're there, amazing nature walks and reef experiences are included!

Why you'll love this trip...

Experience the natural wonders of Lady Elliot Island on the Great Barrier Reef.

Discover the beauty & wilderness highlights of World Heritage Fraser Island.

So many inclusions with guided tours, many meals, amazing resort accommodation & more!

Travel dates

Departs daily*

2021 – 20 April to 15 June; 20 July to 15 September; 10 October to 01 December

2022 – 25 January to 31 March; 20 April to 15 June; 20 July to 15 September;
10 October to 01 December

*Departures are subject to confirmation at time of booking. Price depends on travel dates.

Please see www.ditravel.com.au for current prices

For more info call 1300 813 391 or email leanne@ditravel.com.au



Holiday Inclusions

Flights - Return scenic 35-minute flight from Hervey Bay (Fraser Coast) to Lady Elliot Island

Ferry - Return ferry transfers from Hervey Bay to Kingfisher Bay Resort, Fraser Island

Accommodation – 4 nights

2 Nights Garden View Room at Lady Elliot Island Eco Resort

2 Nights Wallum-Lagoon View Room at Kingfisher Bay Resort

Meals - 4 x full buffet breakfasts

2 x full buffet dinners at Lady Elliot Island

1 x lunch during Fraser Island tour

Sightseeing – Lady Elliot combined glass bottom boat/guided snorkel tour & nature talks

Fraser Island Ranger guided Beauty Spot Tour including lunch and refreshments

Fraser Island Ranger guided resort walks & nature talks at Kingfisher Bay Resort

Fraser Island National Park Fee is included

Please note:

All activities subject to weather and tide conditions.

For easy access to Hervey Bay there are daily trains, planes and bus services from Brisbane and daily flights from Sydney.

Luggage restriction for flights from Hervey Bay to Lady Elliot Island (return) at 15kg per person. Excess baggage can be stored at Hervey Bay Airport.

Package excludes:

Flights to/from Hervey Bay – please contact us for a quote

Meals, sightseeing & activities other than those specified in the inclusions

Personal items, such as drinks, snacks, laundry, WiFi etc.

Travel insurance is strongly recommended

Prices are based on twin share, please contact us for single rates

This package is subject to confirmation by the airlines, hotels and local operators.

Cancellation fees & booking conditions apply.

Itinerary

DAY 1: Hervey Bay – Lady Elliot Island (D)

The trip begins with a 35-minute scenic flight from Hervey Bay to Lady Elliot Island. At Lady Elliot you will be met by an Island Activity Staff member for an "Island Orientation". Collect your snorkel, flippers and mask from the Dive Shop. Afternoon at leisure to snorkel in the lagoon or coral gardens. Enjoy a buffet dinner before evening activities, which may include presentations in the Education Centre, games and Turtle Viewing (in season Nov to April).

DAY 2: Lady Elliot Island (B, D)

Take an early morning snorkel or walk around the island before a full buffet breakfast on the deck overlooking the coral lagoon. Free activities during the day include Reef Walking Tour (tide dependent), Island Discovery and History Walks, and combined Glass Bottom Boat Tour/Boat Snorkel. You can also try Scuba Diving. Equipment and complete instruction provided at the PADI Dive Shop (subject to additional cost and medical survey).

DAY 3: Lady Elliot Island – Hervey Bay – Fraser Island (B)

After a full buffet breakfast and return flight to Hervey Bay, meet Hervey Bay Limousines in the Arrivals Hall at the Hervey Bay Airport for your transfer to River Heads to meet a marine transfer direct to Kingfisher Bay Resort, Fraser Island (transfers are available ex River Heads 12.30pm, 3.30pm, 6.45pm). Enjoy an afternoon at leisure to explore the resort or join some of the Ranger-guided walks and talks, try your luck at fishing or just relax by the pool. Each evening the resort offers Ranger-guided activities such as spotlighting tours, star gazing or a talk and slide show about Fraser Island's dingoes, which are among the purest on the east coast of Australia. (Some walks and talks are free and, for others, some additional charges apply.) Consult the Kingfisher Bay Resort "What's On Guide" for more information on arrival.

DAY 4: Fraser Island (B, L)

Enjoy a hot buffet breakfast at the Maheno Restaurant, before meeting at the Village Square at 7.45am for your full day 4WD Beauty Spots Tour of Fraser Island. On tour you will witness some of Fraser Island's awesome natural sights. Swim in the crystal clear blue water of Lake McKenzie with its pure white sandy shores. Visit the lush rainforest at Central Station and renowned Wanggoolba Creek with its rare king ferns. You will marvel at the tall satinay trees of Pile Valley and stop for a wander around the boardwalks at Eli Creek. Enjoy the commentary of your Guide as they explain the island's flora and fauna, the history of the shipwreck "SS Maheno", formation of the fascinating coloured sands on 75-Mile Beach as well as the Aboriginal and European history of the island.

DAY 5: Fraser Island – Hervey Bay (B)

Full hot buffet breakfast served at Maheno Restaurant. Marine transfers depart Kingfisher Bay Resort, Fraser Island at 7.50am, 10.30am, 2.00pm, 5.00pm daily (approx. 50 minute journey) to River Heads. Tour Ends at River Heads/Hervey Bay. Courtesy coach to Hervey Bay Airport is available.

About the islands

Lady Elliot – the Barrier Reef Island

At Lady Elliot on the Great Barrier Reef, step off the beach and snorkel, swim or dive in an underwater world of brilliantly coloured marine life. Tour the reef in a glass bottomed boat, learn to scuba dive, feed the fish, take a guided reef walk or stroll to a deserted beach and live the dream. The lagoon protects and nurtures the curiosity of beginners while further out experienced snorkellers and divers can descend into the stunning Coral Sea. There is direct flight access onto Lady Elliot, which is famous for its amazing coral gardens and resident population of 40 Manta Rays. Year-round encounter turtles, dolphins, and a great variety of fish, coral and other marine life, while in season see birds nesting, turtle hatchlings or migrating humpback whales.

When to go to Lady Elliot Island? It's a common question but unfortunately not a simple answer. The island is a nature lover's sanctuary year-round and whenever you come you are bound to be thrilled with the experience. While wildlife and marine sightings can never be guaranteed, the best time to plan your trip could be determined by what interests you most.

November to February – Turtle nesting by Green and Loggerhead turtles can be viewed.

February to April – Turtle hatching season to see the baby hatchlings scramble to the sea.

May to August – Peak manta season is the time to see larger groups of the world's largest ray.

September to April – Sea bird season when thousands nest to breed and raise their young.

June to October – Humpback whale migration when you can see them and hear whale songs.

Year-round – Turtle and manta season

Fraser Island – UNESCO World Heritage Site

Queensland's World Heritage Fraser Island is the world's largest sand island and the ultimate island wilderness supporting beautiful fresh water lakes, massive sandblows, towering rainforest, spectacular cliffs of coloured sands and 120km of continuous ocean beach. Explore Fraser from the comfort of award-winning Kingfisher Bay Resort where expert guides lead walks and 4WD tours. Enjoy Australian bush foods, relax with a cocktail by the pool, play tennis, bubble in the spa or indulge at the natural therapy clinic. Watch the sun set over the sea, sip champagne, go cruising to find dolphins or from August to October, see magnificent humpback whales in Hervey Bay.

When to go to Fraser Island? Located on Queensland's south-east coast and only 500 kilometres from the Tropic of Capricorn, the climate of Fraser Island is consistently warm throughout the year. In winter (June to August) you can expect temperatures of 14 to 25 degrees Celsius (55-77 degrees F).

In summer (December to February) this rises to 22-30 degrees Celsius (73-86 degrees F) and this is also the wetter season when there is likely to be more rain.

The subtropical climate suits activities year-round, but the best time to travel can depend on what you are hoping to do while on the island.

July to October – Waters are teeming with fish, so it's a great time for anyone who loves trying to catch the one that doesn't get away. Whale watching season is also at its peak.

August to March & September to April – Bird watching is best at this time. You can witness migratory birds arriving and beautiful birds taking flight to their next destination.

Ask us about staying longer or upgrading your accommodation on Lady Elliot Island or Fraser Island!

Call DI Travel on 1300 813 391 for current rates & travel deals.

Destination International Holidays is a full-service travel agency

Want flights, car hire, escorted tours, airport transfers, travel insurance & more?

Our team of experienced travel consultants can help put together a holiday with all the inclusions that you need. Email us today with your preferences for any of our packages.



DESTINATION INTERNATIONAL HOLIDAYS BOOKING CONDITIONS

Applies to all bookings from 20 August 2020

Please read this information prior to making your reservation

We request that you only make a booking if you agree with the following terms and conditions.

Our full set of terms and conditions are listed below, which we highly recommend you read prior to make your holiday reservations. This is the contract under which both parties enter. Immediately following is a summary in brief for our customers.

1. Upon making a reservation with Destination International Holidays you will receive a booking form, which needs to be filled out and signed to confirm that you agree to the below terms and conditions.
2. Your booking will then be confirmed to you in writing and you will be required to pay a 50% deposit.
3. At this time, you must take out travel insurance for your holiday to protect you against any unforeseen circumstances.
4. 90 days prior to departure you will be asked to make the balance payment for your trip (you will be notified if your supplier requires earlier payment).
5. 14 days prior to departure you will be sent your travel documents via express post.

Destinations International Holidays operates a Client Trust bank account. This means that we do not hold onto your money. We pay the ultimate travel providers (Suppliers) of your travel services the funds for your holiday. The Suppliers include airlines, tour operators, cruise lines, transport companies, hotels etc. We are required to pay the Suppliers deposits and final payments to secure your booking and in some instances these items are non-refundable.

If you wish to cancel you must notify us of your cancellation in writing. We will then write to the Suppliers to cancel your booking and request a refund (if applicable) for any elements of your holiday that are refundable. You will need to make an insurance claim for any travel arrangements that are non-refundable. If you have any issues during the refund or cancellation process, you have 30 days to contact our office in writing to lodge a complaint so an immediate resolution can be found for you.

1. AGREEMENT

This agreement is between you and Destination International Holidays Pty Ltd - ABN 38 154 788 155 (DI Travel, us/we/our). Customer, passenger, you or your, references the person who books or pays for travel services and includes all persons intending to travel. By booking any travel service with us, you have agreed to be bound by these terms and conditions.

2. ROLE OF DESTINATION INTERNATIONAL HOLIDAYS

Destination International Holidays sells various products and/or services on behalf of our third party suppliers and travel providers, including (without limitation) airlines, coaches, rail and transport operators, accommodation, tour operators, tour guides or the providers of any other product or service, referred to throughout as 'Suppliers'.

Our services consist of booking and co-coordinating the products and/or services offered by the Suppliers. Destination International Holidays facilitates a direct contractual relationship between you, the customer, and each Supplier. You are responsible for reading the Suppliers' terms and conditions before paying for your booking or reservation.

Destination International Holidays does not guarantee the performance of the product/services offered by Suppliers and we will not be liable in the event that you suffer loss, injury or disappointment by reason of any acts or failings of any Supplier. In such case your remedy will lie against the Supplier.

The tour information which we supply to you is provided by the Suppliers. We accept no liability for any inaccuracies or misrepresentations contained in such material. We do our best to verify the information provided to us by suppliers, but we cannot guarantee its accuracy on all occasions. All photos and videos in our brochures and on our website are for representational purposes only.

In accordance with these booking conditions Destination International Holidays will perform our duties with reasonable attention, care and expertise. To avoid any doubt, these terms and conditions apply to communications and/or bookings made directly with our consultants, whether over the phone, by email, via social media/online chat, in-store, and online via our website.

Subject to the Australian Consumer Law, Destination International Holidays will not be liable for any loss or damage, injury, delay, inconvenience, or expense caused by a Supplier. Destination International Holidays will not be liable for events beyond its control or the control of the Suppliers including, without limitation, strikes, accidents, pandemics or outbreaks of infectious diseases, acts of war or terrorism, civil or military disturbances or force majeure (Acts of God).

3. PRICES & PAYMENT

All prices of our published travel deals are listed in Australian Dollars (AUD) unless stated otherwise. The published prices include all Australian taxes, charges and service fees, including GST (where applicable). All prices are subject to availability and can be withdrawn or varied without notice.

A deposit is required to confirm your booking (amount varies depending on package booked). Receipt of deposit will be taken as an understanding by Destination International Holidays that the customer has checked their confirmed travel arrangements and has read and agreed to the terms and conditions.

Balance payment is required 90 days prior to departure and you will be notified if suppliers requirement earlier payment.

Cruise bookings will require the balance payment to made 120 days prior to departure. Typically, all payments are non-refundable.

Failure to pay by the date advised by Destination International Holidays may result in your bookings being cancelled.

Destination International Holidays accepts payment via bank transfer or credit card. Additional surcharge will be added to payments made by credit card. Please check with us for current charges. When your credit card is processed by Destination International Holidays you agree to not have your payment 'charged back' or reversed by your credit card provider where the services have been provided. If paying by bank transfer, please note that your order is not secured until the funds clear into our account.

Some additional extras, supplements, and/or surcharges may be payable after making a booking, as advised by your travel consultant. The price payable is also subject to a number of other factors including any customisations and additions made by you, changes to travel arrangements, currency fluctuations, fuel surcharges, government taxes, levies and airfare increases. We reserve the right to adjust any fees,

charges or prices as necessary to reflect a material cost increase. Once full payment has been received by Destination International no surcharges in respect to currency fluctuations will be applied.

We reserve the right not to honour any published prices that we determine were erroneous due to printing, clerical or electronic error, except in the case of manifest error by us. In the event of a price decrease, we are not obliged to refund you to match any subsequent price reduction after booking confirmation.

Travel deals are typically promoted as a base 'per person' price calculated on twin share (i.e. 2 people sharing a room).

All other mandatory surcharges including but not limited to solo traveller surcharges, departure date and/or city surcharges, the selection of additional optional extras, other government taxes, levies or gratuities are in addition to the listed base price as per the terms of the travel deal.

4. TRAVEL INSURANCE

You should take out comprehensive travel insurance immediately after making a booking, as Destination International Holidays has a strict Cancellation and Refund Policy. Purchasing a comprehensive policy can help to protect yourself and any other persons intending to travel from unforeseen circumstances or the inability to travel through your insurer's cancellation cover.

If you make a booking with Destination International Holidays and decline travel insurance, you may be required to sign a disclaimer.

Please note that some credit card providers will provide the card holder with travel insurance. Where you are paying for all or any part of the services arranged through us by credit card and you intend to use travel insurance supplied by the credit card provider you acknowledge that Destination International Holidays has offered you travel insurance and that you waive any claim against Destination International Holidays in respect of any loss or damage you may suffer as a result of you failing to take out any or adequate travel insurance.

Destination International Holidays has no responsibility for and excludes all liability in relation to your Insurance claims. Destination International Holidays recommends travel insurance (where available) against loss of deposits through cancellation charges, baggage loss, medical expenses, theft and the insolvency of Destination International Holidays or any of the Suppliers and including protection against a Force Majeure Event or for any other requirements specific to your travel plans.

Destination International Holidays makes no representations or guarantees concerning reimbursements of funds paid by you under any insurance claim. You agree not to hold Destination International Holidays responsible for any decision made by insurers, and/or by any Suppliers, or requirements of any overseas country or governmental authority or overseas laws and policies. Insurance providers are considered as a third-party, any contract is between you and the selected provider.

5. FEES, CHARGES & REFUNDS

5.1 Amendments & changes to bookings

If you wish to change a confirmed reservation or booking you are likely to incur fees. In some cases, it may not be possible to change a booking or to cancel, or it may be uneconomic for you to do so. You should always check the cost before requesting changes to your travel arrangements. Please read the terms and conditions of the Suppliers which apply to your travel arrangements.

Any amendment or deviation from advertised travel deals and/or quotes will incur a fee of \$150 per person.

Should you need to alter your confirmed reservation, there will be an automatic fee charged of \$150 per person per amendment or transaction. Additionally, there may be cancellation fees levied by the Supplier or fees may be applicable where arrangements have been pre-purchased. In addition, we charge:

- \$50 per person for all airline seat reservations and baggage charges plus any airline fees.
- \$100 per person for all Tourist visa processing plus the cost for the visa fee.
- \$75 per person to reissue any travel documents lost in the mail.
- \$100 per person to process travel insurance claims and provide a statement for your insurance company.
- \$50 per person travel document printing fee

5.2 Cancellation fees

If you cancel a confirmed reservation or booking the Supplier is likely to charge you a cancellation fee. Further, some tickets may be non-refundable or non-transferable. It is important to check the position with us before you confirm arrangements and/or before you cancel any confirmed bookings. Please read the Supplier's special conditions in relation to your travel arrangements.

All proposed cancellations must be communicated to Destination International Holidays in writing as soon as they become known, and must be validated and authorised by Destination International Holidays.

Destination International Holidays will charge a 15% cancellation fee on all refundable portions of a cancelled tour. You acknowledge that the Destination International Holidays service fee is fair remuneration for the work done by Destination International Holidays in arranging your travel arrangements.

Cancellation fees will be levied relative to the amount of notice given as follows:

Days Notice	90 or more	89-75	74-65	64-1
	Loss of Deposit and 50% loss of fare	75%	85%	100%

The above are Destination International Holidays cancellation fees. Airlines and Tour Operators may have additional fees. Transfer of a confirmed booking to another tour or departure date is deemed a cancellation of the original booking. There will be no refund for cancellation of unused services on or after commencement date. Please note that employees of any overseas suppliers are not authorised by

Destination International Holidays to make any undertakings to our clients in respect of refunds or other matters.

5.3 Refunds

If your travel arrangements are cancelled for any reason (including force majeure) after you have paid, no refund will be available to you until Destination International Holidays receives the monies from the Supplier involved. In most cases, the Supplier will charge a cancellation fee and in some instance you may not be able to claim a refund.

Destination International Holidays is not responsible for any delays by a Supplier in processing a refund. You should be aware that airlines may take a significant time to process a refund.

Should the price of an airfare, cruise or tour be reduced after you have made payment your right to a refund (if any) is governed by the terms and conditions which apply to the airfare, cruise or tour as determined by Supplier.

Unless otherwise stated in your costings and itinerary document in addition to any fee charged by a Supplier, Destination International Holidays will charge you a fee to process a refund request. Destination International Holidays earns commissions and/or charges service fees in making your travel arrangements. Destination International Holidays reserves the right to retain the commissions and service fees that is earned on your booking from any refund should your booking be cancelled for any reason (including for force majeure).

Please contact Destination International Holidays on 1300 813 391 for further information with respect to cancellation queries or for full details please refer to our [Cancellation and Refund Policy](#).

6. PASSPORT & VISA REQUIREMENTS

Prior to confirming your travel arrangements, you should check your passport and establish that it will remain current for the entire period of your travel.

It is the responsibility of each member of the travelling party to ensure that they have a valid passport and the necessary visa/s for the destination/s to be visited.

Destination International Holidays recommends all travellers prior to making a booking, understands the entry and exit rules of the destination(s) they are travelling to. To check, as an Australian Passport holder the destination's advice please go to <https://smartraveller.gov.au>

Certain countries require that your passport remains valid for a period of up to twelve months after the date upon which you are scheduled to leave such country. You may be denied entry to a country if your passport expires within 12 months. You should clarify visa requirements with the Embassies of the countries that you plan to visit as certain countries may require you to take out a visa dependant on whether you are travelling on an Australian or a foreign passport.

The authorities in some countries (including The USA) require holders of Australian passports to take out a visa for entry into their country where the traveller has been sentenced or imprisoned or been convicted

of certain types of criminal offence. A visa may be required where a contagious disease or a serious health problem exists.

Re-entry visas will/may be required for travellers leaving Australia holding a foreign passport. If you hold a foreign passport then it is your responsibility to make your own enquiries and satisfy yourself as to the position in regard to your passport and/or visa requirements before leaving Australia.

If you do not obtain the correct visas, for whatever reason, you will be liable for any associated expenses, fees, penalties, costs, liabilities, damages or losses and are not entitled to a Destination International Holidays refund as this decision is outside of the control of Destination International Holidays.

7. HEALTH & VACCINATIONS

All customers must be well enough to travel (whether physical, medical or otherwise). It's your responsibility to ensure that you're aware of any specific health requirements for your travel destination(s) prior to making a booking and be responsible for ensuring that any applicable needs can be met during travels.

This includes understanding whether you are authorised to carry or use certain medications and or medical/mobility equipment (including batteries with respect to flights and cruises) and/or whether you are required to provide supporting medical documentation such as prescriptions or medical certificates.

For some countries, a failure to disclose a health condition, proof of vaccination or a medical certificate may result in the applicable country/airline/cruise refusing you entry/boarding, or in you being detained, expelled or repatriated from the applicable country at your cost.

If you have any concerns regarding health requirements of the travel destination(s), we suggest you refer to your health professional and/or the Department of Foreign Affairs and Trade (DFAT) 'Smart Traveller' service prior to placing an order. We recommend that you contact DFAT or visit their website www.smarttraveller.gov.au for current advice. You can also register your travel plans with DFAT so you're easily contactable in case of emergency. Destination International Holidays does not provide any medical advice.

8. CHECKING TRAVEL ARRANGEMENTS

We have exercised care in putting together the arrangements requested by you in regards to your travel and accommodation. It is important, and your responsibility, to check all of the documentation provided to you in relation to your proposed travel and accommodation to ensure that it fully meets with your requirements and to ensure that there have been no misunderstandings.

All documents must be issued in the exact name of the passport holder (for international travel) or personal identification. You may be denied carriage if the name varies.

- We strongly recommend that you contact your airline prior to any travel to ensure that the scheduled departure time has not changed.

- We strongly recommend that you familiarise yourself with current travel advisories/information from smartraveller.gov.au before you travel.
- Payment of any excess baggage charges is the traveller's sole responsibility.
- Carry on baggage is subject to security rules on the carriage of various items. It is your responsibility to check with the relevant authorities.

Destination International Holidays shall use reasonable commercial endeavours to provide travel documentation 14 days prior to the first travel departure date.

Please note, for customers who require these documents earlier for Visa applications please notify Destination International Holidays in advance. Destination International Holidays is not responsible for your failure to obtain a visa in this or any circumstances, including if you are overseas. Only in exceptional circumstances will Destination International Holidays provide early release of flight itineraries prior to the supply of Travel Documentation.

9. LIABILITY & RESPONSIBILITY

9.1 Limitations of Liability

We arrange your holiday, which will be provided by Suppliers that we understand (having made reasonable inquiries) are reputable and operate in accordance with the required standards of their local authorities. The scope of our services and our obligation to you is strictly limited to the agent services. We do not operate the products and/or services that you may receive during travel, all of which are provided by Suppliers.

The travel documents and products and/or services are provided subject to the Suppliers' Terms, conditions and limitations (some of which may exclude or limit liability in respect of death, injury, delay, loss or damage to passenger's person and/or effects), which may not be expressly the subject of our contractual agreement. To the maximum extent permitted by law and subject to the following, we accept no liability or responsibility in connection with Supplier terms, conditions or limitations and do not make or give any warranty or representation as to their content or standard. Any legal recourse you may have in respect of those travel products is against those Suppliers and not against Destination International Holidays.

Your legal rights in connection with the provision of travel products and services are against the specific Supplier and, except to the extent a problem is caused or contributed to by negligence on our part, are not against us. Specifically, if for any reason (excluding negligence on our part) any Supplier is unable to provide the travel arrangements that you have purchased, your rights are against that Supplier and not against Destination International Holidays. This includes (without limitation) where Travel Deals cannot be supplied or itinerary changes occur or any other loss or damage suffered by the customer due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof or other authorities, or by acts of God, strikes, severe weather, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, pandemics, failure of equipment or machinery, theft, malevolent acts or any other cause(s) beyond our control (each a Force Majeure Event).

In some circumstances, wherever possible, we will use reasonable endeavours to arrange the supply of comparable travel products and services and itineraries. In the absence of our own negligence, we are not liable for any cancellations, diversions, substitution of equipment, variations, postponements, or any other acts, omissions or defaults by Suppliers, nor for any consequences thereof, including but not limited to changes to services, itineraries, accommodation or facilities.

Nothing in the Terms & Conditions is intended to limit, exclude or modify or purport to limit, exclude or modify the statutory implied guarantees/warranties that cannot be lawfully limited, excluded or modified as provided under the *Competition and Consumer Act 2010* (Cth) including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the State and Territories of Australia.

If any warranties are implied by law that cannot be excluded, then to the maximum extent permitted by law our liability for breach of such warranties is limited to, at our option:

- (a) in the case of products:
 - (i) the replacement of the products or the supply of equivalent products; or
 - (ii) the payment of the cost of replacing the products or acquiring equivalent products; and
- (b) in the case of services:
 - (i) the supply of the services again; and
 - (ii) the payment of the cost of having the services supplied again.

9.2 Responsibility

Destination International Holidays reserves the right to vary, withdraw or cancel any Travel Deals by written notice in the event they cannot be supplied or the itinerary is changed due to a Force Majeure Event or other events which are beyond our control.

To the maximum extent permitted by law, except where caused or contributed to by negligence on our part, Destination International Holidays is not and does not accept any responsibility or liability in contract, tort or otherwise for any injury, illness, death, cost, loss, damage (including but not limited to loss or damage to persons, baggage and property), delay, diversion, substitution of equipment, variation, postponement, liabilities, expense or inconvenience arising directly or indirectly from or in connection with:

- (a) the acts, errors, omissions, default or negligence of Suppliers or other third parties including government authorities, airlines, coach, rail or cruise operators, land carriers, hoteliers or any other suppliers, nor for any consequences thereof, including but not limited to changes to or lack of availability of transport, services, accommodation or facilities; or
- (b) a Force Majeure Event.

To the maximum extent permitted by law, Destination International Holidays is not and does not accept responsibility and shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us, including (without limitation) all Suppliers, nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment. Destination International Holidays is not and does not accept responsibility for any criminal conduct by any Suppliers or third parties.

To the maximum extent permitted by law, Destination International Holidays is not and does not accept responsibility or liability for any requirements, terms or conditions of any Supplier or other third parties who provide travel products or services in the course of your holiday. All bookings made by

Destination International Holidays with Suppliers or other travel product or service providers on your behalf are subject to the requirements, terms and conditions of those persons which may not be expressly the subject of our contractual agreement, particularly in relation to the applicable laws, policies and requirements of any government, governmental authority or employee including visa, entry, exit or transit requirements.

Destination International Holidays is not and does not accept any liability or responsibility for your acts, omissions, defaults, conduct, state of health, condition or circumstances, or failure to comply with the terms, conditions and requirements of any Suppliers or other third party travel products or suppliers, or country or governmental authorities, or any of their officials, servants or agents.

If you decide that you do not wish to visit a country or part of a country you had intended to visit because of any law, condition or requirements of Suppliers or any country or governmental authority, official, servant or agent, or because of circumstances beyond our control (and including any Force Majeure Event), you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees.

In relation to any responsibility or liability which cannot be excluded by law or despite the limitations above, if Destination International Holidays is found liable for any loss, damage, cost, liability or expense which arises out of or in any way is connected with any of the occurrences described above, then to the maximum extent permitted by law Destination International Holiday's liability will in no event exceed, in the aggregate, the greater of:

- (a) the amounts you paid to Destination International Holidays in connection with the travel products or services; or
- (b) AU\$100.00

10. COMPLAINTS

We are committed to addressing complaints quickly and effectively. If a problem occurs whilst you are travelling you must attempt to find a resolution locally with the relevant Supplier within 24 hours. You will also be provided with our 24-hour emergency contact phone number for our office. Failure to seek to resolve the problem within 24 hours may result in any following claim for a refund (where available) being reduced or denied.

Complaints related to travel arrangements booked by Destination International holidays must be received in writing by our office within 30 days from the date that the incident occurred. Complaints made through any other channel will not be accepted. Failure to lodge a complaint within this time period may result in any following claim for refund (where available) being reduced or denied. You must attach all relevant receipts and supporting documentation, including efforts made with the Supplier to resolve it. All refund claims are subject to our [Cancellation and Refund Policy](#).

11. SEVERABILITY

In the event that any term or condition contained in these Booking Conditions is unenforceable, or void by operation of law or as being against public policy or for any other reason, then such term or condition shall

be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

12. PRIVACY POLICY

Our [Privacy Policy](#) governs the collection, use and disclosure of your personal information by us. The Privacy Policy forms a part of these Terms & Conditions.

13. NO ASSIGNMENT

You must not assign, transfer or novate these Terms & Conditions or any rights or obligations under these Terms & Conditions without the prior written consent of Destination International Holidays.

14. NO WAIVER

You may not rely on our words or conduct as a waiver of any right unless that waiver is in writing and signed by Destination International Holidays.

15. APPLICABLE LAW

The laws of Victoria, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes must be initiated in the courts of Victoria, Australia.

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