

## MTA Travel (MTA) - Booking Conditions General Provisions v1.6

### Accuracy of Information and Limitation of Liability

MTA does not warrant the accuracy, completeness, or fitness for a particular purpose of any services provided by any third party 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. MTA does not endorse or recommend any particular travel service provider. MTA 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 MTA provides information in good faith. 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; MTA is not liable for any inconvenience caused or expense incurred as a result of any unsuitability of travel. The role of MTA in relation to your travel arrangements is limited to facilitating your booking, arranging travel documentation, payments and refunds as applicable. MTA accepts responsibility for the performance of this role and for the negligence of its employees. However, to the maximum extent permitted by law, MTA 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 MTA to complete bookings where that failure is due to circumstances beyond its control.

MTA 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 MTA responsible for any acts or omissions of airlines or other third parties in the course of delivery of such travel services. Where MTA 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 MTA's default. Where refunds are due to you from third party suppliers of travel products or services, MTA will provide reasonable assistance to you in claiming such funds from those suppliers. Under no circumstances will MTA 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.

Passenger's names MUST be spelt correctly as per passport and match the name spelling on the ticket. You agree that any reissue of documents as a result of incorrect names will be at your expense, providing the change of name is permitted. It is important to check your flight times prior to the departure of each flight as airlines reserve the right to amend their flight schedules.

### Warranties

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

#### Head Office

Suite 208 "Eastside" 232 Robina Town Centre Drive, Robina Qld 4226 Australia  
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[www.mtatravel.com.au](http://www.mtatravel.com.au)

### Use of your contact information

You agree and consent that MTA 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](http://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.

### 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. All travellers' passports must be valid for at least 6 months from the date of return to Australia. Some countries may require longer. In some instances it is necessary to have completely blank pages in your passport to allow for entry visas. MTA will assist in providing information. This information as well as other related information supplied by MTA is 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 traveller. MTA 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. 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. Travellers to the USA must pre-register for the US Visa Waiver Program on website <https://esta.cbp.dhs.gov/esta/esta.html> This must be done at least 72 hours prior to departure time. A travel authorisation number will be received, and must be presented along with ESTA documentation when checking in at the airport. Passengers other than Australian passport holders travelling under the visa waiver programme must produce a valid passport and relevant visa.

### 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.

### Payments

If payment to MTA has not been made by a specific date advised to you, your booking may be cancelled. Deposits merely hold the reservations and do not guarantee prices. Prior to your final payment, suppliers may change prices without notice. We accept no responsibility for loss incurred due to automatic cancellation. Payment can be made by direct deposit into the MTA trust account, by cheque (allowing 3 business days for clearance), by credit card

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(additional fees apply), by BPay or by cash directly by you to any Commonwealth Bank throughout Australia. MTA's travel consultants do not receive cash or handle your payments.

### Booking Cancellation and Amendment Charges

Booking cancellation and amendment charges may be payable in respect of certain transactions. These fees may include cancellation fees and, where amendment is permitted, amendment fees. In some cases, MTA 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. MTA is unable to provide a refund to you until we receive the funds from the relevant travel service provider.

### Travel Insurance

We strongly recommend travel insurance cover, please advise if you would like us to arrange travel insurance. Some credit card providers include card holder travel insurance. If you pay for all or part of the products and services by credit card, and intend relying on credit cardholder travel insurances, you waive any loss or damage claims against MTA. Should you require documentation or assistance lodging a claim where MTA did not provide the travel insurance, a fee will be payable.

### 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 effective 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](http://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](http://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 you may be travelling, you authorise MTA to disclose to the Australian Government Department of Foreign Affairs and Trade details of your itinerary (including without limitation, transport and accommodation arrangements) and your contact details within Australia and overseas.

### Changes to Terms and Conditions

MTA has the right to change or modify all or any part of these terms and conditions at any time.

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