



Terms & Conditions

General

Chris Watson Travel is an accredited member of ATAS.

These terms and conditions apply to the person making the booking and all other persons on whose behalf the booking is made.

Please read these terms and conditions carefully. They apply to all bookings made through Chris Watson Travel, who are acting as agents on behalf of all of the suppliers (including airlines, tour and cruise operators, car hirers and accommodation providers) in your booking.

You are also contracting with the suppliers, whose terms and conditions apply to your booking. Copies of those terms and conditions are available upon request.

These terms and conditions govern your relationship with Chris Watson Travel.

A condition of sale is that all guest must be fully vaccinated against Covid-19.

The person making the booking must be at least 18 years of age and, if applicable, must be authorised to make bookings on behalf of the other members of their party. The person making the booking must also provide a copy of these booking conditions to the other members of the party. By paying a deposit you acknowledge acceptance of all terms & conditions.

Common Terms – Definitions

"We" and "Us" means Chris Watson Travel, and where the context permits, its employees, its member agents and employees of its member agents.

"Consultant" means an employee of Chris Watson Travel or its member agents, with authority to book Products.

"You" means a person who makes a booking for a Product promoted by us on this website, or elsewhere.

"Your Consultant" means the particular Consultant or Consultants with whom you negotiate the booking of a Product.

"Supplier" means a third party company or person who provides Products, including a wholesaler of such Products.

"Product" means travel and holiday related products and services including accommodation, leisure activities and various forms of transport, including packaged combinations thereof.

“Travel Documents” means any document (whether in electronic form or otherwise) used to confirm an arrangement with a Supplier, including (without limitation) airline tickets, hotel vouchers and tour vouchers.

The Contract

After we have received your deposit or full payment (if applicable) and we have issued a confirmation, a contract will exist between you and each of the suppliers, effective from the date printed on your confirmation. The terms and conditions of each supplier you have booked with will apply to your booking. Once the contract(s) is made, the airlines, accommodation provider and any other supplier is responsible for providing you with what you have booked.

Agency

Chris Watson Travel acts as a travel agent. We arrange travel services and sell travel related products on behalf of suppliers such as airlines, tour and cruise operators, car hirers, accommodation providers, as well as travel wholesalers. In doing so Chris Watson Travel gives no warranty nor makes any representation regarding the services to be supplied or the products purchased by you. Your booking will be subject to the terms and conditions applied by the provider of the service or products.

Any brochures provided by us to you are supplied by Suppliers, or are prepared by us based on content supplied by Suppliers, and we accept no liability for errors in that material.

Your oral and written instructions to us are authority for us to make travel bookings on your behalf and to arrange relevant contracts between you and the applicable supplier. Notwithstanding this authority, we are not your agent and do not have any fiduciary duty to you. We exercise care in the selection of reputable suppliers, but we are not ourselves a provider of travel services and have no control over, or liability for, the products provided by the suppliers, who are third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by the supplier. We recommend that you read the supplier terms and conditions before finalising the transaction. We can provide you with copies of the relevant terms and conditions on request.

You agree that if the travel services or products are not supplied in accordance with your booking, or to the requisite standard, your remedy lies with the service provider/supplier and not Chris Watson Travel. Your legal rights and remedies in connection with the provision of products are against the supplier and, except to the extent a problem is directly and primarily caused by fault on our part, are not against us.

Prices & Taxes

Every effort is made to ensure that the prices quoted to you are correct; however, Chris Watson Travel acts only as an agent and relies on information provided to us from the suppliers of the travel services and products.

Please note that prices quoted are subject to change at the discretion of the supplier prior to booking. Price changes may also occur after booking and following payment in full because of matters outside our control which increase the cost of the Product. Please contact your Consultant for up-to-date prices.

We will bring to your attention, with reasonable time, any change in price made prior to you completing your booking and paying the balance of the price. Please note some tour operators and travel service providers reserve the right to increase the price of your travel arrangements due to increases in airfares, hotel accommodation charges, fuel charges, taxes, and currency fluctuations.

All prices that we quote are in Australian Dollars and based on twin share accommodation unless otherwise stated.

Prices may include applicable taxes.

Cruise bookings may also be subject to port taxes and other fees which are also subject to change.

Airline Taxes

Airline taxes are subject to change and are confirmed at the time your airline ticket is issued.

All airfares are subject to taxes and charges levied by both government and the airlines themselves; in addition, global fuel costs are constantly increasing. Airlines pass on the increase in taxes and fuel surcharges without notice and whilst we will endeavour to advise you of these charges in advance that may not always prove possible. Christ Watson Travel reserves the right to pass on fuel and tax increases, levied by airlines, without notice. There may also be, and this includes, local taxes charged at some airports.

Products

All Products that we quote on are subject to availability and may be withdrawn or varied by the Supplier without notice.

Deposits & Payments

You will be required to pay a deposit (or deposits) when booking. The deposit amount varies depending on the product booked and lead time to travel. In some instances, full payment is required at the time of booking and your consultant will advise the deposit amount at the time of booking. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Where a deposit has been collected, final payment is required no later than six weeks prior to departure. Failure to make payment by the due date may result in your booking being cancelled and deposits forfeited.

Payments made by direct deposit may take up to three business days to process. If you are paying by this method, you will need to make the payment at least three business days prior to the actual due date. You must notify your Consultant of your payment once it has been made.

Payments made by personal cheque (excluding bank cheques) require five business days to process. If you are paying by this method, you will need to make the payment at least five business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us or to a Supplier, including any liability in respect of cancellation fees, before refunding the balance to you.

Fees & Charges

A variety of fees and surcharges may be payable to us, including booking or reservation fees, cancellation and amendment fees, credit card merchant fees, insurance claim processing fees or fees for ad-hoc services performed as required. Please ask us for a schedule of our current service fees and charges.

Payment by credit card will incur a surcharge to offset our cost of acceptance of payment by credit card. The surcharge varies depending on credit card type, it is your responsibility to advise the correct credit card type to ensure that the appropriate surcharge is applied. Chris Watson Travel accepts no responsibility for an inappropriate surcharge being applied if the correct card type has not been advised, and the surcharge applied shall not be refundable.

You authorise us to charge all monies payable by you in relation to any booking we make on your behalf or other services we have procured or provided to the credit card or debit card designated by you. If payment

is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

Alteration Made by You

If you want to change any part of your booking, we will do all we can to help. However, the suppliers are under no obligation to make any change, although with reasonable notice, changes may be possible. If a supplier is able to make a change, Chris Watson Travel will charge you for any incurred fees from suppliers in addition to our service fees. Supplier fees are outlined in their relevant terms and conditions.

Cancellation Fees

If you cancel your booking you may incur a cancellation charge. The amount of this charge will vary depending on when the cancellation is made and the terms and conditions of the supplier of travel services or product. If you are entitled to a refund, please note Christ Watson Travel is unable to provide you with funds until they are received from the supplier. Chris Watson Travel may, in addition, charge our service fees.

Liability

As Chris Watson Travel is only acting as an agent we have no liability in respect of the supply of any element of your booking, including any liability for illness, personal injury, death or loss of any kind, delay, additional expense and inconvenience caused directly or indirectly by any provider of travel services or products or by other third parties unless caused by our negligence. Any claim for damages for injury, illness, loss or death must be brought against the relevant supplier of the travel services or products.

Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). In particular, we disclaim any liability for any consequential loss, including loss of enjoyment or amenity.

Nothing in these terms and conditions shall be read as excluding, restricting or modifying rights under the Trade Practices Act and other legislation given to consumers in relation to the supply of goods and services.

Travel Advice

Prior to order placement, it's your responsibility to be aware of the safety, local conditions, and issues that may exist/arise at your travel destination(s). You are responsible for complying with all local laws, Covid -19 regulations, local regulations , isolating, health , travel warnings or requirements and customs in all countries and locations to which you travel, which in some cases can be very different from those at home.

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. You should regularly check such travel advice while you are traveling because changes may occur without notice (e.g. changes in government border controls relating to COVID-19 or other epidemic or pandemic). We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel for any vaccination requirements. Swish Wish Pty Ltd can not be held liable for any costs ,loss or damages.

Force Majeure

Chris Watson Travel shall not be liable for any loss or damage incurred by you as a consequence of Chris Watson Travel or any of the suppliers being unable to perform its obligations under your contract(s) due to the unusual or unforeseeable circumstances (a "force majeure event") to the extent beyond its reasonable control including but not limited to: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. If a force majeure applies, the customer will be bound by the supplier's terms and conditions.

Travel Insurance

Chris Watson Travel strongly recommends that you take out comprehensive travel insurance at the time of paying a deposit. The policy should provide cover for loss of deposit, cancellation and additional expenses, medical expenses and repatriation and loss or damage to baggage and valuables. You are responsible for making any special or increased insurance arrangements which you deem are necessary

Travel Information

Our responsibility is solely to arrange a booking of a Product in accordance with your instructions. It is your responsibility to make yourself aware of all information that it is necessary or desirable to know in order to make optimum use of the Product and to undertake travel generally. We strongly recommend that you click on the link below and read the information that may be relevant, especially in relation to passport and visa requirements. Please note that this information is provided as a guide only, and although it is accurate to the best of our knowledge, we do not warrant that it is completely up-to-date at all times. Further, we do not warrant that is comprehensive and it may not address a topic that is relevant to your travel plans. It is your responsibility to further investigate and confirm any matters that are applicable to you. [Travel Information](#).

Refunds:

We will not provide you with a refund for the service fee charged if the booking does not go ahead. Refunds for bookings are subject to the T & C's of the supplier. If the supplier is required to provide you with a refund for the booking, agent will provide the refund, subject to the supplier's T & C's We are not responsible for supplier delays in issuing refunds.

Service Fees

Chris Watson Travel may at its discretion charge service fees on your booking.

Passport & VISAs

It is your sole responsibility to ensure you have a valid passport at the time of travelling and that you hold all necessary visas and permits. All Australians must hold a valid passport for international travel. Some countries require you when entering to hold passport with at least six months validity. Australian permanent residents require a valid re-entry permit. Children are required to hold individual passports.

Travel Documents

If you have booked with a consultant, it is your responsibility to collect all travel documents from us prior to travel. As a general rule, your travel documents will be available for collection two weeks prior to departure, however this will depend on your individual arrangements. Please contact your consultant to confirm when your travel documents are ready for collection. If you have booked online, you should print out and retain your travel documents as provided to you by the website (or in a confirmation email we send you). You must review your travel documents carefully and advise us immediately of any errors in names, dates or timings.

Special Requirements

You must inform your consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access prior to making a booking. If you do not specifically inform us, we will assume that you do not have any such requirements, and the booking will be made on that basis.

Frequent Flyers, Loyalty Programs, Membership Numbers and Special Requests

When booking with one of our consultants, it is your responsibility to let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking.

Notwithstanding that your details may be included in the booking, we cannot guarantee that the supplier will credit you with points for your booking. We do not take any responsibility should the supplier travel provider not register your trip. We recommend that you retain copies of your documentation and boarding passes as a record.

We do not offer advice on Frequent Flyer eligibility on flights that we advertise or that you have booked. For more information on whether your airfare or cruise is eligible for rewards, you must contact the supplier directly.

Please advise your consultant of any special requests that you have, i.e.: smoking or non-smoking rooming, aisle or window seats, special dietary requests, airport assistance or hotel room type. Every attempt will be made by us to accommodate your request, and these will be passed on to the supplier, but cannot be guaranteed.

Complaints

We hope you will have no reason to complain but if you are unhappy with any aspect of the services provided you must report it immediately to the supplier or contact Chris Watson Travel. We shall attempt to resolve the matter immediately, but if you remain dissatisfied you must write to us within 28 days from the end of your trip or holiday. Failure to make record of your grievance in a timely manner may mean we will be unable to resolve the dispute after you return home.

Dispute Resolution

If a direct dispute arises between you and Chris Watson Travel, you must not commence any court or arbitration proceedings, except where you seek urgent interlocutory relief, unless you have first complied with this clause:

(a) Notification

You must inform Christ Watson Travel in writing of the following:

- (i) The nature of the dispute;
- (ii) The outcome you desire; and

(iii) The action/s you believe will settle the dispute.

(b) Endeavour to resolve dispute

On receipt of the complaint by Chris Watson Travel, both parties agree to make every effort to resolve the dispute by mutual negotiation within 14 business days.

(c) Mediation

Any unresolved dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted to mediation.

(d) Survival of this clause

This clause survives termination of your contract/agreement with Chris Watson Travel.

Governing Law

Your contract with Christ Watson Travel is governed by the laws of Western Australia and you agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia to determine any dispute pertaining to the contract. Additionally, you waive any right that you may have to object to an action being brought in those courts.

Data Protection

In order to process your booking we need to pass your details to the relevant suppliers. We will take all reasonable precautions to ensure the security of that information. We may also use the information you provide for marketing purposes and, if you do wish to receive any further information, please inform Chris Watson Travel.

Alterations

Chris Watson Travel reserves the right to alter these terms and conditions at any time.

Privacy

You acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy. The terms of our Privacy Policy are incorporated into these terms.

Summary of Obligations

Whilst you acknowledge that you have read and agree to these terms and conditions in full, we provide the following summary for your information.

Before making a booking, it is important that you meet the following requirements:

- You are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our terms and conditions and if booking for third parties warrant that you have their authority to do so and have conveyed these terms and conditions to them. You agree to indemnify us and the Supplier against any claims from third parties who have not in fact been properly informed.
- You have read the terms and conditions of any applicable suppliers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.

- You are responsible for contacting the airline at least 72 hours prior to travel to reconfirm your booking.
- You warrant and acknowledge that you have accessed the [Smarttraveller website](#) for any specific information in relation to your intended destination.
- You accept that Passport / visa and other required identification documents are your responsibility.

Group Bookings

Additional Terms & Conditions

Additional/Group Terms & Conditions to Prevail

In the event of any discrepancy between these additional/group terms and conditions and the standard terms and conditions details above, the additional/group terms and conditions shall prevail only so far as group bookings are concerned.

Statement of Responsibilities

In all matters relating to travel, accommodation and other associated services, Chris Watson Travel (hereafter called 'the Company') acts as a tour organiser for the client who reserves and pays for such services and cannot be held liable for any person, firm or corporation who provides such services.

The company will take all reasonable care to ensure that the client obtains travel, accommodation and other specified services and in making those arrangements does so as a convenience to the client. However, the company or its owners, staff or volunteers accepts no responsibility or liability for death, injury, sickness or accident & injury to any person or loss of or any damage to any property or otherwise, or any cancellation, delay, detention, irregularity, deviation, substitution arising out of or in connection with any accommodation, transportation, conveyance or any other services provided by hotels, restaurants, airlines, coach companies or any other services. The company is under no obligation or liability to any person as a result of any inaccuracy, mis-description or changes to any Tour or itinerary or for the losses or additional expenses due to delays, strikes, war, quarantine, acts of God, improper documents, or any other cause. Neither the company, not its servants' agents or employees shall be or become liable or responsible for any additional expense or liability sustained or incurred by any tour member as a result of any of the foregoing causes.

Prices quoted are subject to change without notice.

Baggage and personal effects are always at the passenger's own risk and unused services cannot be exchanged or refunded.

The company reserves the right to cancel a tour or modify the itinerary in any way it thinks desirable or substitute services in any way, and further reserves the right to decline to accept or retain any person as a member of the Tour.

By signing the booking form or making any payments you agree you are entering into a contract and you accept all terms & conditions as outlined here, you also accept all third-party supplier terms & conditions.

Special Terms

Chris Watson Travel arranges travel arrangements. Chris Watson Travel do not accept liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those airlines, coach/tour

operators, shipping companies, hoteliers or other persons providing services in connection with your tour pursuant to a contract between them and yourselves and whom I have no direct and exclusive control. Chris Watson Travel partners do not accept liability in contract or tort for any death or injury to any person, damage or loss of luggage or property, delay, additional expenses or inconvenience sustained in or during any journey, trip, tour or dance event booked by or through it and notwithstanding that its principle may be foreign company, corporation or person and that so far Chris Watson Travel, the directors or employees of shall not be acting as such agents as above, it shall be deemed to be acting as agents for the passengers effecting bookings. No booking is transferable. The signed booking forms and or issuance of receipts, itineraries, tickets shall be consent by the passenger to the above conditions, Chris Watson Travel reserves the right to charge clients any fees/price increases charged by suppliers (i.e. Airlines, Cruise Companies, Hotels etc) this includes exchange rate fluctuations.

Changes

Change fees apply to all airline, tour, cruise, and travel bookings. Fees vary per supplier, for a full list of fees, please request them through your consultant.

Group Tour Itineraries

We reserve the right to vary or cancel the itinerary, accommodation, or services nominated in the tour descriptions should circumstances warrant that such changes would be in the best interest of the client, or for any other reasonable operational reason.

The commencement of each tour is subject to sufficient numbers booking a tour, and the right is reserved to cancel any tour, should there not be sufficient bookings, in which case deposits will be refunded. Travel costs already incurred cannot be refunded.

Special guests or tour escorts can change at any time without warning. Chris Watson Travel cannot be held liable to any change in advertised special guests. All standard terms & conditions apply.

Single Supplements

Prices quoted are twin share unless stated.

As all costs presume twin share occupancy, single supplements may be imposed when one person is travelling alone by choice or circumstance.

Travel Documents

All travellers require valid passports with at least six months validity remaining.

Travellers are responsible for necessary visas and health certificates and must meet all costs incurred to comply with such requirements. Names must be as per passport as stated on your booking form, please make sure your booking form is correct before submitting.

For a P&O Cruises, please note no documentation can be issued until the cruise personaliser is filled out online at www.pocruises.com.au.

Name changes can incur a fee, it is imperative that you make sure your name on your booking form is correct as per your passport.

Deposits

Payment of the deposit/s indicates and the signing of the group booking form indicates as your acceptance by the purchaser and/or client of all the standard and additional/group terms and conditions.

The group booking form will be issued to you and can also be found on our website www.chriswatsontravel.com.au.

Group Booking Cancellation Policy

Once a deposit is paid, cancellation fees come into place. These are different for each tour as they are subject to airline and supplier terms and conditions. Any escorted groups have a non-refundable deposit and deposits vary. Cancellation of a tour does incur loss of deposit with no refund.

Deposits:

CMC Rocks, Queensland

- 1st Deposit Tour Package or Hotel & Tickets Package \$400 per person within 48 hours or confirmation.
- 2nd Deposit due 1 February 2022 \$250
- Final Balance due 22 June 2022

Schedule of Cancellation Fees for Group Tours

We understand unforeseen circumstances may arise from time to time. We will take all steps practicable to minimise the loss to you, however, in default of a satisfactory resolution, the following will apply:

CMC Rocks, Queensland

- 1st & 2nd deposit non-refundable.
- 90 days or less prior to departure – 100% of total cost.
- Name change fee of \$25 per change.

Group Booking Refunds

No refund will be issued to those failing to join their tour, or for tour accommodation or any other services not utilised, or for a partially completed travel. Chris Watson Travel reserves the right to cancel any departure in which case no liability shall fall upon travel partners or any of its associated businesses or suppliers. In this case, participant payments will be refunded in full.

Special departures and special escorted tours have a non-refundable deposit. By signing the booking from you agree to the non-refundable deposit terms.