

## **BOOKING TERMS & CONDITIONS**

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Please read the following Booking Terms and Conditions (**Agreement**) carefully. When you request a quote or book any service or products with us (**Travel Products and Services**), you acknowledge that you understand and agree with the terms and conditions of this Agreement. References to "us", "we", and/or "are" in this Agreement shall mean Kristie Murray trading as Indulge Maldives Holidays [ABN: 28 718 853 713] (**Indulge Maldives Holidays**). This Agreement shall apply to all bookings you make whether with our consultants, over the telephone or by email. This Agreement constitutes the entire Agreement between you and us unless otherwise varied in writing by us.

### **1. TRAVEL, TRAVEL PRODUCTS & AVAILABILITY**

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The Travel Products and Services we arrange are provided by suppliers we believe to be reputable and who operate in accordance with the standards set by their local authorities. Provision of Travel Products and Services does not create an agency relationship between you and us. The Travel Products and Services are provided in accordance with the terms, conditions and limitations of those suppliers and it is your responsibility to review and agree to those terms, conditions and limitations. Such terms, conditions and limitations may exclude or limit liability in respect of damage, death, delay, injury or loss to persons and/or their effects. We accept no responsibility for the suppliers' conduct, actions or omissions, or make or give, any warranty or representation as to their standard, quality or fitness for any particular purpose. Except as otherwise provided by law, you acknowledge and agree that any legal recourse that you may have in respect of those Travel Products and Services is against those suppliers and not against us and we will not be liable to you for any loss or damage suffered during travel or as a result of the delivery or non-delivery of the Travel Products and Services, any act or omission of the suppliers or other third parties.

You are responsible for ensuring your compliance with all relevant laws of countries visited including, but not limited to, laws relating to immigration, passport, visa, health, quarantine and custom. You should check the requirements of those countries you intend to visit with their relevant authorities, such as local embassies or consulates. Official travel advice issued by the Australian Department of Foreign Affairs and Trade is available by calling 1300 555 135 or visiting their website [www.dfat.gov.au](http://www.dfat.gov.au). We recommend that you review this information prior to making your booking and prior to your departure. We also strongly recommend that you register your upcoming travel plan through the [smartraveller.gov.au](http://smartraveller.gov.au) website. It is highly recommended you see your doctor prior to travelling and obtain any vaccinations required for your destination.

When we assist you with providing Travel Products and Services, we will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know at the time of booking. Any fines, penalties, payments or expenditure incurred as a result of you, or the travellers on the booking, not having valid travel documents, including (but not limited to) passports and visas, will be your sole

responsibility (except to the extent caused by fault on our part). **Note:** All travellers must have a valid passport for international travel and many countries require at least six month's validity from the date of return.

You must take out appropriate travel insurance to cover your travel arrangements and provide us with a Travel Insurance Policy Number at least 7 days before trip commencement. Travel insurance is also recommended by the Department of Foreign Affairs and Trade for all overseas travel. We recommend that you purchase travel insurance against forfeiture of payment, loss of deposit, cancellation charges, baggage loss, medical expense, theft and other contingencies. We make no representations as to what you may recover under any insurance. You agree not to hold us responsible for any decision of insurers, and/or any supplier or the requirements of any foreign government, authority, foreign law or policy.

We have taken considerable care to compile the information on our website but circumstances outside of our control (such as bad weather, damage to hotels, current political situations) may necessitate changes to our itineraries or Travel Products and Services. We reserve the right to cancel or reschedule departures and itineraries if required by circumstances beyond our control. Where it is necessary to change accommodation, we will endeavour to substitute accommodation of no lesser standard.

## 2. PRICES

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All prices are subject to availability and are subject to change without notice. The prices are only guaranteed once paid for in full by you.

We endeavour to ensure the accuracy of all prices displayed on our website. Prices are specified in United States Dollars unless otherwise stated. If you are paying with another currency (such as Australian dollars), Indulge Maldives will issue correct currency conversion in line with Commonwealth Bank of Australia currency exchange calculator.

If you have already paid a deposit or made full payment, we will notify you of any change outside of our control that results in the price being materially different to the price at the time of your booking. In such circumstances, if you do not wish to accept the new pricing, you may cancel your booking and the monies you have already paid, less any non-refundable amounts charges by the suppliers, will be refunded. Any refund will be calculated at the currency exchange rate that applied when your booking was confirmed.

All government taxes and charges imposed by accommodation and transport partners, suppliers and third-parties including ticketing fees and airline fuel charges, GST, property service charge, government green tax, service charges, green or carbon tax are payable by you and are subject to change. If there are any increases in such taxes, charges or supplier rates or any currency fluctuation which increases the price of your booking, we reserve the right to change the price you must pay by adding the additional charge or amount (together

with any applicable service fee and GST) at any time prior to and including the date of your departure, even if we have received full payment from you.

### **3. EXCLUSIONS**

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The price for the Travel Products and Services includes only the information provided on our Quotation/Invoice and does not include additional extras such as beverages and meals (other than those detailed in the itinerary) insurance, laundry, passport and visa fees, telephone calls, tips, coach drivers, local guides, additional activities you wish to participate in, items of a personal nature, excess baggage, expenses, fees or costs incurred in case of illness, or a refusal of entry to, detention in, or expulsion or repatriation from a country or part of a country. We are not liable for any expense, cost or loss incurred in relation to such matters and you release us from all liability, damages or responsibly in relation to same.

### **4. HOW TO BOOK**

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To make a booking with us, you are required to complete our online Booking Form & make a non-refundable payment of US\$500.00 per person to proceed. It is your responsibility to ensure that names used to make the booking are exactly as they appear on the respective passports. Please be aware that any name, initial or spelling changes made after booking confirmation may result in a supplier imposed fee and/or you being unable to travel.

### **5. QUOTES**

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All written quotes indicate the price for the Travel Products and Services only and unless specified otherwise, does not guarantee the availability of the Travel Products and Services. A quote for Travel Products and Services is valid for seven (7) days from the date the quote is sent to you provided that the Travel Products and Services are available at the time of booking.

### **6. PAYMENT**

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Once we have received instructions from you that you wish to purchase the Travel Products and Services, we will arrange to provide you with the relevant quote and confirmation of the availability and pricing. By making a booking with us, you will be providing confirmation that you have checked the Travel Products and Services being booked and have read, understood and agree to this Agreement and any terms and conditions specified in the quote. You must then pay to us: -

- (a) A non-refundable deposit of US\$500.00 per person at the time of Booking; and
- (b) Any amount we notify you when confirming availability and pricing in respect of the Travel Products and Services you request, within the time we notify you (i.e. certain Travel Products and Services may require a further payment, up to full payment, to confirm the booking).

Your travel arrangements will be booked upon receipt of a deposit or other payment. Only after we receive the deposit or other payment will we issue you with a confirmation that the booking is accepted. The balance of the price of your booking must be paid no later than 90 days before (or any other time stated by us) your departure. If you fail to make the required payment, your booking will be cancelled and any deposit paid is non-refundable.

## **7. BOOKINGS BY CREDIT CARDS**

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A 2.9% credit card surcharges will apply when paying by credit cards. Any payment made by credit card will attract a non-refundable service fee which is payable at the time of payment. The details of the service fees will be listed on your invoice for the Travel Products and Services.

## **8. AMENDMENTS**

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If you amend your booking after it has been confirmed you must pay us an administrative fee of \$50.00 to cover communication and administration costs and any cancellation and/or amendment fee imposed by suppliers such as accommodation providers and other suppliers. We will, to the extent possible, advise you of all applicable cancellations and/or amendment fees when confirming your booking. This fee is not payable if the total value of your Travel Products and Services increases.

## **9. CANCELLATION AND REFUNDS**

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Cancelled bookings may incur supplier fees, which can be up to 100% of the cost of the booking regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed or when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a

cancelled booking in which payment has been made to the supplier, we will not provide a refund to you unless a refund is provided by that supplier.

If you cancel your booking after we have confirmed your arrangements, but before you utilise the Travel Products and Services, the following will apply:

- (a) If you cancel 90 days or more before your departure date, you will be refunded the amount already paid excluding the non-refundable \$500.00 deposit, for accommodation, transfers and taxes, and any cancellation fees imposed by the suppliers of the Travel Products and Services (including airlines).
- (b) If you cancel 90 days or less before your departure date, you will forfeit your entire payment.

**COVID-19 POLICY:**

Indulge Maldives understands it is a difficult time to book future travels, so we wish to make the booking process as re-assuring & flexible as possible. In the extenuating circumstances that attendees are unable to travel due to extenuating COVID-19 circumstances only (limited to international border closures, airline cancellations or testing positive for COVID19 0-14 days before arrival - positive test results required), your trip will be rescheduled to a new individual reservation with the resort (not a future salty luxe trip) for new travel dates. Non-utilized funds paid towards travel services & products will be rolled over as a travel credit with the hotel/resort (excludes services booked at group pricing with minimum no of participants). A partial refund may be offered for non-utilized services at the resorts discretion (excludes room rate & any services booked at group pricing with minimum no. of participants - these funds will unfortunately be forfeited, hence taking out Travel Insurance within 7 days of booking your travels is highly recommended).

In the case the group trip cannot go ahead, new group trip dates will be discussed with all attendees before being confirmed. Participants have option for full refund, excluding the initial USD\$500 if choose not to travel on new set dates.

Refund will not be provided where you have missed your travel date.

Cancellation fees cannot be waived. If you have paid any amount to us in respect of a booking, we may use such amount to pay the above costs and fees. After your travel has commenced, there can be no refund in respect of any Travel Products and Services not utilised whether by choice or because of late arrival or early departure, including failure of a transport to operate according to schedule. Suppliers, third parties and their agents or employees are not authorised by us to give you any undertakings in respect of refunds or other matters.

If an event is cancelled by a supplier, Indulge Maldives Holidays will not be liable to you. We will however provide a refund whenever possible excluding any non-refundable monies paid to a third party supplier.

Where we advertise particular activities or events with a specific host, if that host for whatever reason is unable to attend, we reserve the right to proceed with the activity/event without the presence of that host. We will do all things reasonable to replace that host with a person of similar experience and qualifications. We will not be liable to you for any changes or cancellations to activities or events.

## **10. LIMITATION OF LIABILITY**

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### **Exclusion of Liability**

In the absence of our negligence, we are not liable for any cancellations, diversions, substitution of equipment, variations, postponements or any other act of omission or default (whether negligent or otherwise) of any supplier or third party nor are we liable for any loss or damage to baggage or property, injury, illness or death, or any other loss (including consequential loss), damage or any claim whatsoever arising from an act, error, omission, default or negligence of any supplier or third party.

We are not liable for any injury, damage, loss, delay, additional expense or inconvenience caused by your acts, omissions or defaults, your state of health, medical condition or circumstances or other reasons which are beyond our control, including force majeure events or failure of machinery or equipment.

### **Warranties**

To the extent permitted by law, all express and implied warranties, guarantees, representations or terms are expressly included. Whether law implies any warranty, guarantee or condition which cannot be excluded, our ability to you for breach therefore is limited to the supplying of services again or payment of the cost of having the services supplied again.

### **Maximum Liability**

Despite any other provision of these Terms and Conditions, to the extent permitted by law, our maximum liability to you or any third party is limited to the price you have paid to us for the booking.

## **11. COMPLAINTS**

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We endeavour to ensure that the arrangements we have made for you are implemented as arranged. If however a problem occurs, the most practical way to deal with it is to attempt a resolution directly with the supplier. If you have any unresolved complaint, details should be lodged in writing with supporting

documentation, including efforts made to the supplier to resolve it directly, to us within 30 days of your holiday concluding.

In the event of insolvency by a third party supplier, you must contact the supplier directly and the supplier's terms and conditions will apply. Indulge Maldives Holidays will not be liable to you for any payments made to such third-party supplier.

## **12. HOTEL DESCRIPTIONS AND PHOTOGRAPHS**

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Hotel and facility descriptions featured on our website are based on hotel guidelines and information provided by suppliers. This may change from time to time. Pictures utilised may not reflect the exact room, décor, view or other specification.

## **13. PRIVACY**

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We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy.

Your booking of any Travel Product and Service constitutes your representation to us that you have read our Privacy Policy and accept its application to you.

You consent to us publishing photographs or videos from any trips for our marketing purposes. If you do not agree to this, we ask that you notify us in writing prior to the publication of any photos or videos.

## **14. OUR WEBSITE**

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By using the website to browse any Travel Products and Services you represent that you have read our Website Terms and Conditions and you accept its application to you.

## **15. LAW AND JURISDICTION**

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The Agreement between you and us in respect of the Travel Products and Services to be provided is constituted solely by this Agreement and governed by the laws of New South Wales, Australia. If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the

exclusive jurisdiction of the Courts of New South Wales and waive any right that you may have to object to any action being brought in those courts.

## **16. ACKNOWLEDGEMENT**

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You warrant that you are eighteen (18) years or older and have understood and agreed to this Agreement.

## **17. UNDERSTANDING THESE TERMS AND CONDITIONS**

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If you do not understand any aspect of these Terms and Conditions you should seek advice from an appropriately qualified person.