



BOOKING TERMS & CONDITIONS

Welcome to Indian Ocean Experiences and thank you for choosing a package holiday on Christmas and/or Cocos Keeling Islands. With over 20 years of experience selling these amazing islands, Indian Ocean Experiences is committed to offering you the highest quality specialised service to provide a package that suits your needs.

To ensure you are fully informed of the terms and conditions which apply to your booking, please review the conditions below.

How To Book

Contact your favourite travel agent or call +61 8 9164 7475 or email lisa@indianoceanexperiences.com.au or sue@indianoceanexperiences.com.au

Quotes

All quotations are subject to fluctuation until booked and paid in full.

Prices

All prices are in \$AU. Prices are based on lead-in room types, unless otherwise stated. Indian Ocean Experiences reserves the right to adjust its prices in the event of unforeseen fluctuations due to exchange rates, airfares, aviation fuel costs, airport charges, hotel rates and any fee payable to other service providers, at any time. All quotation are subject to change until paid in full.

Please note that all packages include a non-refundable airfare component. In the event that a cancellation takes place after ticketing, the airfare value will remain non-refundable.

Deposits

A AU\$300 deposit per person is required to secure a booking. In some cases this may be higher where the airfare has to be settled before the ticketing time limit. Some operators may require further deposits. A deposit does not guarantee prices but acts to book the services as requested.

Final Payment

All payment must be received and cleared by Indian Ocean Experiences no later than 45 days prior to departure otherwise we reserve the right to cancel your booking and all applicable cancellation and service fees will apply. Your travel agent may request payment prior to this date. Conditions outlined by your travel agent will include and supersede Indian Ocean Experiences final payment conditions.

Credit Card Fees

Additional fees will be associated with credit card payment as outlines in our Credit Card Payment Authorisation Form. Credit cards charged directly by Indian Ocean Experiences will be subject to a 1.5% credit card fee for Australian Mastercard & Visa card, 1.8% Australian Amex fee and a 3.5% for international credit card fee. Identification will need to be provided before we can authorise the transaction.

Documentation

Upon settlement of the final payment Indian Ocean Experiences will provide your completed documents in a digital format. We recommend that you travel with printed copies, or stored on devices for easy access or reference.

Amendment Fees

Once a booking is confirmed by Indian Ocean Experiences, a fee of AU\$50 per change per file is applicable. In relation to group bookings, the amount of the Amendment Fee will be advised dependent upon the nature and circumstances of each request. All amendments are subject to availability and the Amendment Fee is payable in addition to any other fees charged by the suppliers, carrier, principals or your travel agent with which your booking is held.

Cancellations

Cancellations must be received in writing. The AU\$300 deposit per person remains non-refundable. Cancellations within 45 days of departure will incur further additional fees up to 100% of the price paid for the package, at the discretion of Indian Ocean Experiences and its' service providers,

Refunds

Prior to travel, any refunds will be less any cancellation fees associated with the package purchased. All refunds will be processed as quickly as possible but may take up to 6 weeks to complete. After commencement of travel, no refund application will be accepted. Unused services, in some circumstances, may be refunded under certain conditions, at the discretion of Indian Ocean Experiences and the supplier. Conditions outlined by your travel agent will include and supersede Indian Ocean Experiences refund policy. Refunds are at the discretion of the supplier and Indian Ocean Experiences, within Australia Consumer Protection Law. Indian Ocean Experiences are unable to provide a refund until the supplier credits us with the applicable value.

If ticketing has been completed, this portion of your package remains non-refundable and you will be advised of the value & validity of a credit for use at a later date.

Passport, Visa & Identification

All flights require photo identification to be presented when checking in. Australian Citizens travelling from Perth do not require a passport, however some form of valid photo id will be required.

Australian Permanent Residents and non-Australian citizens will require a valid passport for travel.

Australian Citizens and Permanent Residents do not require a visa to travel to Christmas or the Cocos Keeling Islands.

Travel Insurance

Indian Ocean Experiences' packages do not include travel insurance in conjunction to the supplied products and services. We highly recommend you have travel insurance in place to cover for unforeseen circumstances, potential losses and cancellation fees.

Our Role, Responsibility & Limitations of Liability

Indian Ocean Experiences is an 'on-seller' of products and services (Products) on behalf of other people and organisations (Suppliers). Whilst we do all possible to ensure we are accurately representing such products in our brochure and on our website, we do not control the manner in which Products featured are provided.

Indian Ocean Experiences excludes liability for and makes no representation or warranty regarding the services (Products) or standards of airlines, hotels, other service providers, travel agents and nominated wholesalers (Suppliers). Indian Ocean Experiences excludes liability for any loss or damage arising out of the negligence, act or omission of any supplier or other third party. Indian Ocean Experiences does not accept liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused by Suppliers or third party providers over whom we have no direct control, whatever the circumstances.

Nothing in this provision limits any right that you have under non-excludable provisions of the Competition and Consumer Act 2010 and, where the liability of Indian Ocean Experiences cannot be excluded but can be limited, such liability to the value of the purchased travel arrangements.

Force Majeure

Neither party will be liable for any failure in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: 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 missions, change in laws or regulations, national strikes, fire, explosion, generalised 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.

In the event that a force majeure applies, the customer will be bound by the supplier's terms and conditions.

Governing Law

Indian Ocean Experiences is governed by the Competition & Consumer Act 2010 and WA Fair Trading Act 2010.

