



BOOKING TERMS & CONDITIONS

Global Weddings January 2022

BOOKING TERMS & CONDITIONS

Please read the following terms and conditions carefully.

You must not make any booking unless you understand and agree with the following terms and conditions.

References to “us”, “we” and/or “our” in these booking terms and conditions shall mean Global Weddings as set out in your quote, Statement of Account & Tax Invoice or itinerary (as applicable). These terms and conditions apply to bookings you make with our consultants in-store, over the phone or by email.

We are a travel agent and Event Planner. We arrange travel and event services and sell travel and Event Products on behalf of Third Party Travel Providers (**Providers**) including airlines, tour and cruise operators, car hirers and accommodation provider. Venues, Catering, Photography, Styling, Floristry and other services you agree too. We charge a service fee for providing this service which will be advised prior to confirming your booking.

1. Once we have booked a Travel or Event Product on your behalf, your contract is then with the Provider of those services.
2. Your rights to amend or cancel your Travel or Event Booking and the cost of doing so will be governed by the Provider's terms and conditions. The Provider's terms and conditions may be non-refundable or may have amendment and cancellation fees. It is important that you understand this when entering into a contract with us. These fees are in addition to amendment and cancellation fees charged by us, outlined in the Schedule of Professional Service Fees.

Agency

1. We provide you with Booking & Advisory Services that allow you to acquire Travel and Event Products from a Provider. We act as agent for the Provider.
2. By acquiring Booking & Advisory Services from us, you agree that you have read and understood our terms and conditions and the terms and conditions of the Providers.

Fees and Commissions

1. We charge a fee for providing the Booking & Advisory Services to you. The fee is non-refundable, even if the Travel or Event Product is not used.
2. All fees are outlined in the Schedule of Professional Service Fees.



3. We may receive a commission, fee, rebate, gift or financial incentives from Providers, in respect of your booking. Any commission, gift, fee, rebate and/or financial incentive received by us from Providers in relation to your booking is non-refundable in the event of cancellation.

Liability of Agency and Limitations of Liability

1. We are liable to you for providing Booking & Advisory Services in accordance with these terms and conditions.
2. Our Travel and Event Booking & Advisory Services come with guarantees under the Australian Consumer Law which cannot be excluded. These guarantees include that the services:
 3. -will be provided with due care and skill;
 4. -will be reasonably fit for the specified purpose;
 5. -can reasonably be expected to achieve the desired result; and
 6. -will be provided within a reasonable time.
7. If we do not meet any of the expectations set out in paragraph 11, you have rights under the Australian Consumer Law.
8. Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.
9. Subject to the application of consumer guarantees which may be implied into the supply of Booking & Advisory Services to you, we are not otherwise liable to you or anyone else for any loss or damage which is suffered directly or indirectly in connection with the:
 10. -the delivery or non-delivery of the Event or Travel Product; or
 11. -any act or omission of Providers or other third parties.
12. Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded, we shall not be liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party suppliers, force majeure or any other event which is beyond our control.
13. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection law.



Liability of the Provider

1. Once you have acquired Booking & Advisory Services from us, the Provider will provide you with the Event or Travel Product on the terms and conditions agreed between you and the Provider. You should obtain and read the Provider's terms and conditions before acquiring Booking & Advisory Services from us.
2. The Provider is liable to you for a breach of obligations in providing you with the Travel Product.
3. As an agent of the Provider, we have no control over or liability for, the services provided by Providers. We cannot guarantee the performance of the Provider and we have no liability in respect of the supply of any Event or Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any provider of event or travel services or products by Providers. All bookings with us are subject to the terms and conditions and limitations of liability imposed by the Provider.

Booking Terms

1. The Event and Travel Products offered are subject to availability and can be withdrawn without notice by the Provider. Event and Travel Products may also change at any time in accordance with the Providers terms and conditions.
2. When making a booking, you must provide details of each traveller correctly. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's details.
3. Event and Travel Products obtained through the Booking & Advisory Services are not guaranteed until payment has been made in full and documents have been processed.
4. It is your responsibility to contact the Provider prior to departure to ensure there is no change to the scheduled departure time.
5. If we arrange air travel for you, most airlines offer only electronic confirmation of your reservation, or 'e-ticketing'. We cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number after making a booking. It is your responsibility to advise us if you have not received your e-ticket confirmation.
6. When making a booking you must advise your consultant of any medical, dietary or mobility conditions you may have.
7. When making a booking you must advise us if you are pregnant.



Payment Terms

1. All pricings are reflected in Various Currencies converted to Australian Dollars unless otherwise specified.
2. Where applicable, pricing is exclusive of goods and services tax (GST), or other such value added taxes.
3. Payments processed in foreign currency (currency other than the original card holders country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.
4. We sell Event and Travel Products in two different ways:
5. -as merchant, where we take payment directly from you at the time of booking confirmation; or
6. -as retail, where your Event or Travel Product will either be paid to the Provider directly at the time of booking or payable to the Provider on the date of travel.
7. Event or Travel Products purchased in accordance with the 'retail' method, will not be bound by these terms and conditions and you are responsible for pursuing any claims of cancellation, re-scheduling, refunds or chargebacks directly with the merchant.
8. As the merchant we are governed by the terms and conditions of the provider of the merchant facility.
9. A credit card or debit card fee may also be charged by certain Providers and low cost carriers. You will be notified of such charges prior to your purchase
10. All charges, including the credit card fees, may be in another currency (e.g. EUR), which we will provide an estimate for in Australian dollars.

Refunds and Credits

1. If you cancel your Event or Travel Product, your right to a refund or credit is subject to the terms and conditions of the Provider.
2. If the Provider is required to provide you with a refund or credit for the Travel Product, we will liaise with the Provider to arrange that refund. Where you are entitled to a refund, we are unable to provide you with this refund until we receive it from the Provider. Please note that most Providers take 60 – 90 days to process any refund.
3. Any refund or credit will be subject to these terms and conditions and will not include the Booking & Service Advisory fee, credit card fees or any commissions received. You may also be charged a cancellation fee by the Provider.
4. Where refunds for unused services are allowed, a service fee may be charged by the Provider against the value of the refund.



No Show

1. If you have a booking for a Travel Product (including flights and accommodation) but you do not show up to check-in or otherwise do not avail yourself of such Travel Product, you will not be entitled to any refund from us.

Cancellation and Amendments

1. If you amend or cancel your Event or Travel Product, we reserve the right to charge the cancellation and amendment fees as per the Schedule of Professional Service Fees.
2. The Provider may charge cancellation and amendment fees in accordance with the terms and conditions agreed between you and the Provider. These will be in addition to the fees charged by us. We are not liable for any cancellation fees or refusals to refund made by the Provider.
3. Many Providers treat name changes and route and/or itinerary alterations as a full cancellation and these can incur full cancellation charges.
4. We will not charge a cancellation or amendment fee if you cancel or amend your booking due to a breach by us of our obligations to you or due to our fault.

Cancellations and amendments for hotel bookings only

1. Please review the cancellation policy for your hotel booking for any penalties that may apply.

Cancellation and amendments to guest numbers

1. Final guests numbers for all events need to be submitted to us 8 days prior to your event date. If your numbers decrease we will refund you in full the catering amount of the difference from the final number you paid for and the final number advised 8 days prior. No other refund for décor or theming will be refunded only catering.

Force Majeure

1. We will not be liable for any failure or delay in performing our obligations in booking the Event or Travel Product that is due to events beyond our control.
2. If a force majeure event occurs that affects your booking, your entitlement to a refund, a credit or re-scheduled travel booking will depend on the Provider's terms and conditions.
3. If your booking is impacted by a force majeure event and you are entitled to a refund or credit from the Provider, we will facilitate this refund or credit. The Booking & Service



Advisory fee, credit card fees or any commissions received are non-refundable in the circumstance that a force majeure event occurs.

Additional Airline Charges

1. Some Providers may also charge additional fees. Please check with the Provider for their full terms and conditions.

Hotel/Villa/Accommodation Bookings

1. Some Providers will require an additional charge to be paid locally (e.g. a resort fee) at the time of check in or check out. This amount is in addition to the amount shown during the booking process under the 'total booking cost' amount.
2. There may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking (e.g. local taxes, sales tax etc.). Any local taxes will be payable by you directly to the Provider at the time of check in/check out.

Changes in Price and Itineraries

1. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.
2. If a Provider changes any part of your booking for reasons beyond its control, we will use our reasonable endeavours to notify you. If any such changes result in your Event or Travel Product costing more or otherwise being materially different, then you may cancel the Product. Any refund would be subject to the Event and Travel Provider terms and conditions.
3. These terms and conditions are subject to variation at any time. Any variation will be displayed here, and you will be deemed to have accepted a variation if you have made a booking after it has been displayed.

Your Obligations and Warranties

1. You warrant to us that:
2. -you are at least 18 years old and have the power, capacity and authority to enter into a binding contract with us and with the Providers of the Event and Travel Products that you acquire;
3. -you have read and understood these terms and conditions and if booking on behalf of third parties, you have conveyed these terms and conditions to them;
4. -the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process;
5. -you have considered acquiring comprehensive Event & Travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover; and



6. -you will use the Booking & Advisory Services in accordance with these terms and conditions and you will not use the Booking & Advisory Services in any way to breach any laws or defame anyone.

Jurisdiction and Law

1. All matters arising out of or in connection with the Booking & Advisory Services and these terms and conditions are governed by the laws of Victoria Australia. By acquiring the Booking & Advisory Services, you consent and submit to the exclusive jurisdiction of the laws of Victoria, Australia.

Definitions

"We" and "us" means Global Weddings Australia PTY LTD

"You" or "your" means any person who acquires the Booking & Advisory Services, including any person who acquires an Event or Travel Product (whether or not the Booking & Advisory Services were acquired by another person).

"**Booking & Advisory Services**" means services provided by us to you in assisting you to acquire a Travel Product from a Provider and includes advisory and consulting services.

"**Force Majeure**" means, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, adverse weather conditions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion and generalised lack of availability of raw materials or energy.

"**Travel or Event Provider**" or "**Provider**" or "**Providers**" means the company or person who provides you with the Event or Travel Product on terms and conditions agreed with you.

"**Event or Travel Product**" means the service or product provided by a Provider, for example, an airline or a hotel, catering, photography etc

"**Website**" means our website www.globalweddings.com.au

Schedule of Professional Non-refundable Service Fees

Service Fees

In Person / Virtual Inspection Fee	\$150.00
Proposal Fee	\$150 (credited to your booking)
Planning fee	\$5000 - \$10,000
International airfare booking per person	\$110 per person
Domestic booking fee	\$50 per person



Reservation Deposit & Final Payments

All deposits paid are non-refundable. Your deposit amount will include:

The minimum amount required for us to book and confirm your Event and or travel itinerary, including, but not limited to, airlines, Villas, Catering, Hair & Make up etc. There will be more than 1 supplier for your booking.

Agency Costs pertaining to the preparation and the facilitation of the booking including cancellation if applicable.

Final Payments are non refundable under any circumstances with the exception of guests numbers up to 8 days prior.

Final payment is required no later than 8 weeks prior to departure unless otherwise stated. Some suppliers may require full payment at the time of booking.

Global Weddings will not accept a credit card chargeback, unless exception given by the ACCC. Any chargeback presented to us by your bank, results in the forfeit of your booking as a whole, and all monies paid will be retained by Global Weddings.

Payments by Direct Deposit/Pay Anyone: Please note that Direct Deposit/Pay Anyone can take up to 2 business days to process. If you are paying by this method you will need to make the payment at least 2 business days prior to the actual due date. You must notify your consultant of your payment once it has been made.

Payments by Cheque: Please note that cheque payments (excluding bank cheques) require about 5 business days to process. If you are paying by this method you will need to make the payment at least 5 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, including any liability in respect of cancellation fees, before refunding the balance to you.

Amendment Fees

Changes to Final Statement

First amendment / free of charge

Any additional amendments where statement has to be re issued \$150 per statement

Exception - guest numbers can be changed without penalty up to 8 days prior to your wedding.

Late payments \$50 per business day unless prior authorisation by Global Weddings in advance



Cancellation Fees

Cancellations to Events will impose 100 % cancellation fees for all payments made. You must ensure you have the appropriate insurance to cover you against cancellation to unforeseen circumstances.

Credit Card Fees

Visa - an additional 1.9% applies

Mastercard - an additional 1.9% applies

American Express - an additional 1.9% applies

If you are forced to cancel your Event or travel INVOLUNTARILY due to Government restrictions such as a pandemic, terrorist attack or other world crisis directly affecting your booking, we will reduce our cancellation fee to \$55 per adult in addition to supplier charges & non-refundable commissions. This service fee covers your consultant's wages & business costs to cancel your holiday equal to approximately 10 hours work. **This fee is strictly non-refundable under any circumstance and may not be claimable under any Travel Insurance policy.**

Passports, Visas and Health Requirements

It is your responsibility to ensure that you have the required documents, including visas and passports, before travelling to a destination. For more information please log on to www.dfat.gov.au and www.smarttraveller.gov.au. Please check with the respective Embassy or Consulate of each country that you are travelling to, as many destinations require visas for both Australians and non-Australian passport holders. For more information, log on to www.visalink.com.au. You need to ensure that you have at least 6 months validity on your passport from the date of your departure return.

For International travellers booked on flights to the USA, including Hawaii, it is now mandatory, under the Visa Waiver Program to receive an electronic authorisation known as ESTA (Electronic System for Travel Authorisation) no less than 72 hours before travel to the USA. This can be obtained from the following website: <https://esta.cbp.dhs.gov/esta/>.

For international travellers booked on flights to Canada, you either need a visitor visa or an Electronic Travel Authorization (eTA) to fly to, or transit through, a Canadian airport. An eTA can be obtained from the following website: <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html>

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. You need to contact your local doctor who will advise you of these requirements. Please note that vaccinations may be recommended before your travel departure date.



Travel & Event Insurance

We strongly recommend that you take out appropriate travel and event insurance to cover your travel and event arrangements. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances should be produced to your travel and or event consultant on request. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive. Travel and event insurance is strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel.

Please contact your consultant to take out travel insurance through us or if you have any questions about our travel insurance products. If you purchase travel and decline travel insurance, you may be required to sign a disclaimer.

Ticketing

For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. All other travel documentation, such as hotel booking confirmations, will be emailed to the email address you provided as an e-document. Should the Provider issue paper vouchers, these can be collected from our office at an agreed time.

Frequent Flyers & Special Requests

For more information on whether your airfare is eligible for Frequent Flyer rewards, please contact the airline directly. When booking online, please ensure that you have entered your correct number. For bookings made by telephone via our Customer Service Team, please advise of your Frequent Flyer details and these will be added to your reservation. We do not take any responsibility should an airline not register your trip. You should retain copies of your air ticket and boarding pass.

Special requests will be passed on to the Provider but cannot be guaranteed.

Privacy Notice

Global Weddings and its associated suppliers may use your Photos and Videos as part of their social media, by signing the below you are agreeing and giving permission. If you do not want your Photos or Video shares please advise.

Global Weddings and its associated entities collects your personal information to enable us to respond to your queries and provide you with the Booking & Advisory Services, including assisting in arrangements with Providers (such as villas, photography, catering etc).

We will also use your personal information to personalise the service we provide you, including your experience on our, and other, websites, and to provide you with information about our, and our partners', business, products and services. Your personal information may be shared between entities within Global Weddings and disclosed to suppliers, Providers, our cloud infrastructure, our contractors and also to others where authorised or required by law. Some of these entities may be located overseas, including in the countries noted in our privacy policy.



For further information about how we handle your personal information, including how you can request to access and correct your personal information or complain about a breach of your privacy, please see our privacy policy at www.helloworldlimited.com.au/privacy-policy/.

Acknowledgement: You acknowledge you are 18 years of age or older and that you understand and agree with the above Booking Terms and Conditions and our Privacy Policy.

Additional Covid Clause

I understand that I may need to complete a declaration to gain entry into my destination within Australia and on my return and I accept this is the travellers' responsibility. The application process can be found online at the relevant Government State and Territory websites.

I acknowledge that Global Weddings is not liable to pay for any changes that may occur to my booking or event because of government enforced border closures that happen after my booking is confirmed.

Global Weddings is not liable to pay for any change fees, new arrangements or quarantine if the declaration is denied by government authorities.

Bride Signature: Groom Signature:

Bride Name: Groom Name:

Date: Date:

Under 18 years of age, parental/guardian signature required.