

## Travel by Wyndham Terms

**Please read the following Terms carefully. You must not make any booking unless you understand and agree with the following Terms. By receiving the services of Travel by Wyndham Pty Ltd (Travel by Wyndham) you hereby signify your assent to our current Terms. These Terms apply to all bookings made with Travel by Wyndham.**

**All prices quoted are in Australian Dollars.**

### AGENCY

Travel by Wyndham is a fully accredited travel agency and we are set up specifically to assist Club Wyndham South Pacific Owners and their families with travel arrangements.

As a travel agency we act as an agent on your behalf and we sell many travel related products through a wide variety of suppliers including, but not limited to, airlines, cruise and coach touring companies, rail and car hire products as well as other wholesalers specialising in hotels and resorts (when you are not utilising a Club Wyndham South Pacific property).

Travel by Wyndham consultants exercise care in making the appropriate reservations with reputable suppliers, however all products are subject to classification by the supplier and Travel by Wyndham cannot guarantee the standard of the product or services provided to you by third parties. We act as an agent only in assisting you with your travel plans and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request.

If for any reason (excluding fault on Travel by Wyndham's part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against Travel by Wyndham.

### QUOTED PRICES

All prices quoted are in Australian Dollars, are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed when paid in full. Price changes may occur based on availability at the time of booking or by reasons outside of our control due to currency and fuel fluctuations, taxes, airfare and tour operator increases. Please contact your consultant for current prices relevant to your travel reservation.

### RESERVATIONS

All reservations are subject to availability at the time of booking and subject to confirmation by the operator. Reservations are subject to the service provider's terms and conditions, including refund and cancellation provisions, and are separate from the standard Club Wyndham South Pacific Guidelines and Regulations. Please take notice of the service provider's clauses covering amendments, cancellations and general policies as outlined in their brochure or on their website. Please ensure you take the time to read through the suppliers' terms and conditions as Travel by Wyndham cannot be held responsible should you choose not to read these.

### PAYMENTS

A non-refundable deposit may be required at the time of booking, together with deposits required by airline or operator. Some airfares and accommodation require immediate payment at time of booking. Your consultant will advise you of final payment requirements.

Payments can be made by direct deposit, or credit card. Please note that payments made by Visa, MasterCard, and American Express or Diners Club will incur a .9 % fee.

### CANCELLATION AND AMENDMENT FEES

Cancellation and amendment fees vary depending on the airline or service provider and the timeframe involved and can be up to 100% of the cost of the booking regardless whether travel has commenced.

Please ensure you read and understand the individual terms and conditions for your travel reservation as outlined by the supplier.

When booking travel arrangements in conjunction with a stay at a Club Wyndham South Pacific property, the associated travel arrangements must be paid in cash, via direct deposit or credit card, not by Vacation Credits.

Please also refer to the list - Schedule of Fees from Travel by Wyndham on Page 4.

### INCORRECT NAMES

Please check that the names on your flight and travel supplier confirmations and itinerary match **EXACTLY** with your passport. It is the passenger's responsibility to ensure spellings of names are correct. If the spelling does **NOT MATCH EXACTLY** to your passport please advise us **IMMEDIATELY**. Any fees incurred if tickets or other documentation require reissuing due to a name correction will be at the cost of the passenger.

### PASSPORTS

Passports are required for all passengers travelling internationally and are the responsibility of the passenger. Passports must have a **MINIMUM** of 6 months validity from the date of scheduled return to Australia. Some countries also require a machine-readable passport. Travel by Wyndham needs to sight a copy of your passport before any documents can be released and will not be liable for any incorrect information provided. **If you are travelling on a passport other than Australian, please ensure you inform your travel consultant of your correct nationality.**

### VISAS

Australian, New Zealand and Fijian passport holders may require visas to enter some countries. Re-entry permits may also be required. **Please advise the travel consultant if you are travelling on a non-Australian passport.** Some consulates charge visa fees and Travel by Wyndham reserves the right to charge a service fee to cover any courier costs or processing costs should this documentation be obtained on your behalf. Issuance of visas is not the responsibility of Travel by Wyndham and we cannot be held responsible should you be unable to obtain the correct visas to undertake your journey or obtain inaccurate information from an external service. Please click on the link to access visa information for the country you are visiting [visalink.com.au/frontpage.aspx?from=](http://visalink.com.au/frontpage.aspx?from=)

### TRAVELLERS TO THE USA AND CANADA

Passport information including full name, passport number, expiry date, nationality, and date of birth is required to issue airline tickets for travel to the USA and Canada and we require this information upon booking. Please note that you are required to visit the below websites for information regarding compulsory pre-registration for their visa waiver program. Please note, you may not meet the requirements of ESTA and eTA and may be required to obtain a visa. This is the traveller's responsibility. **USA** [esta.cbp.dhs.gov/esta/](http://esta.cbp.dhs.gov/esta/)  
**CANADA** <http://www.cic.gc.ca/english/visit/eta.asp>

### AIRLINE & SERVICE PROVIDER BAGGAGE POLICIES

Please note that many airlines operating within the USA, Europe, Asia and other areas no longer include baggage as part of the airfare paid. Baggage must be paid for directly to the airline at check-in and will range upwards from USD\$25 per bag. Please refer to the individual airline website for further information regarding their baggage policy.

If you are going to be travelling on a coach tour or cruise, please refer to your service provider's website to familiarise yourself with baggage policies of that individual service provider.

### SPECIAL REQUIREMENTS

Please liaise with your travel consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access.

### FREQUENT FLYER

When making your booking please ensure you let your travel consultant know your frequent flyer membership details (or any other loyalty program details such as a hotel alliance) so they are able to add to your booking.

Please check your frequent flyer program (or other program) for the specific terms of your membership. Some airline classes will not permit accrual of points or status credits or allow you to upgrade. It is your responsibility to familiarise yourself with the terms and conditions of your membership benefits and guidelines.

We cannot guarantee that the supplier will credit you with points for your booking. Please ensure you hold on to all boarding passes

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should you need to follow up with the airline to ensure any missing points are credited to your account.

### HEALTH AND VACCINATIONS

Travel by Wyndham consultants are not at liberty to give advice on vaccinations or medical related information and assistance. It is your responsibility to ensure that you are aware of any health requirements and precautions relevant to your travel arrangements. Some countries require you to carry proof of vaccination documents or you may be denied entry. Please contact your doctor or specialist vaccination clinic for advice on vaccinations that may be required. You may also obtain general health advice for the country you wish to visit by visiting [www.travelvax.com.au/](http://www.travelvax.com.au/)  
**For COVID19 related advice on vaccinations and information for the requirements you may need for the country you are visiting, please refer to [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au).**

### TRAVEL ADVICE

The Australian Government may decide to issue a Government Advisory warning to Australian passport holders not to travel to certain parts of the world for reasons of political unrest, acts of war or terrorism, pandemic, or natural disaster.

It is your responsibility to keep informed via the Australian Department of Foreign Affairs and Trade website – [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) . We recommend all travellers check their destination for the most up to date information on the country/countries you are visiting.

Whilst travel to some countries is not advisable and some clauses of travel insurance coverage may not be effective, Travel by Wyndham appreciates that some clients may still need to travel to those areas. Whilst we are prepared to make these bookings on our client's behalf, if it is actually possible to facilitate a booking with the suppliers we are able to, we do so without responsibility or liability. The Australian Department of Foreign Affairs and Trade website address is [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au). Australian Citizens may also register their travel plans with DFAT for emergency contact purposes. The Ministry of Foreign Affairs and Trade in New Zealand also issues travel warnings via its website: [www.mfat.govt.nz](http://www.mfat.govt.nz). New Zealand Citizens can register their travel plans the following website: [www.safetravel.govt.nz/](http://www.safetravel.govt.nz/)

### FORCE MAJEURE

We will not be liable for any failure or delay in performing our obligations in booking the Travel Product that is due to events beyond our control. If a force majeure event occurs that affects your booking, your entitlement to a refund, credit or re-scheduled travel booking will depend on the supplier's terms and conditions. If those conditions state you are entitled to a refund or credit from that provider we will facilitate this refund or credit. Refunds will only be processed to you once we have received the funds from the provider. All booking, service and credit card fees remain non-refundable in the circumstance that a force majeure event occurs and a fee will be charged to process the cancellation.

### TRAVEL INSURANCE

Travel by Wyndham strongly recommends travel insurance as protection to cover you against medical expenses, cancellations/loss of deposit, and loss of baggage, travel documents etc. We are an authorised representative of Cover-More Travel Insurance Australia and New Zealand. Before purchasing travel insurance through Travel by Wyndham, you will be provided with a Cover-More Travel Insurance Product Disclosure Statement/Financial Services Guide and Enrolment form. Please ensure that you read the Cover-More Insurance Product Disclosure Statement carefully, taking note of special inclusions and exclusions as they may relate to your particular circumstance.

Pre-existing medical conditions must be specified and approved by the insurer before cover is provided. Some pre-existing medical conditions are automatically covered free of charge subject to special conditions and these are outlined in the Cover-More Travel Insurance Product Disclosure Statement.

Travel insurance cover does not begin until paid in full, the completed enrolment form is received and the policy is issued. If you should decline to take out travel insurance, you may be asked to sign a disclaimer. Travel by Wyndham will not be held responsible or

accountable for any liabilities, loss of monies, supplier insolvency or other event which may occur before or during your holiday.

### TRAVEL DOCUMENTS

Travel documents include (but not limited to) airline tickets, tour vouchers, cruise documentation, hotel vouchers or any other document used to confirm all arrangements with a service provider. Some of these documents may be in electronic form.

Travel documents may be subject to certain conditions and/or restrictions including being non-changeable, non-refundable and non-transferable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person for their use. All airline tickets and other service provider documentation must be issued in the name of the passport/photo identity holder.

Please review your travel documents carefully and advise us immediately of any errors in names, timings, dates, room types or booked arrangements. It is the passenger's responsibility to read through all documents prior to travel and familiarise yourself with the service provider's terms and conditions.

### SCHEDULE CHANGES

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flights. Particularly when travel has already commenced and we may not be able to reach you to advise of any time changes.

### PRIVACY POLICY

Travel by Wyndham values your privacy and has taken steps to ensure that your privacy is protected to the best of its ability in accordance with our Privacy Policy. Please refer to [www.wyndhamap.com/privacy-policy](http://www.wyndhamap.com/privacy-policy)

By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel arrangements for you) we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation, cruise or tour providers) with whom you make a booking.

### LIABILITY

Owners and guests participate in any activity/ tour/ travel booking at their own risk and release, discharge and indemnify Wyndham Destinations Asia Pacific Pty Ltd, Club Wyndham South Pacific, Travel by Wyndham, its subsidiaries and all other associated entities and personnel from and against all liability in relation to any loss or injury that they may sustain, whether caused by activity operator's negligence or otherwise.

### GOVERNING LAW

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 Australia, and waive any right that you may have to object to an action being brought in those courts.

By proceeding with your booking, you acknowledge you are 18 years or older and that you understand and agree with the above terms.

These terms were last updated on 30 Jun 2022.



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### SCHEDULE OF FEES (Inc. GST)

Please note these fees are non-refundable.

*The fees outlined below are additional to any fee imposed by an airline, consolidator, hotelier, wholesaler, cruise line, tour operator or service provider.*

#### BOOKING FEES

Domestic/ Trans-Tasman	\$ 50.00 per person
International	\$ 100.00 per person
Hotel only booking	\$ 50.00 per supplier booked

*NOTE - Payments for fees must be made on a cash basis and can be paid via credit card. Vacation Credits cannot be used to pay for booking and service fees.*

*Please also note that majority of airline and hotel bookings are non-refundable & non-changeable.*

#### AMENDMENT FEES

Domestic/Trans-Tasman booking	\$ 30.00 per person
International booking	\$ 50.00 per person
Hotel only booking	\$ 50.00 per supplier booked

#### CANCELLATION FEES

Domestic/Trans-Tasman booking	\$ 50.00 per person
International booking	\$ 150.00 per person
Hotel only booking	\$ 75.00 per supplier booked

These change and cancellation fees reflect the reasonable, direct and indirect costs, time and effort incurred or involved in us providing booking and advisory services to you, as well as processing and managing the changes to, or cancellation of, your booking.

All bookings are made on your behalf subject to the terms and conditions imposed by the travel service provider. If, for example, a travel service provider's terms and conditions contain a "no refund policy", we will only be able to provide you with the remedy provided by the travel service provider (if any), which may include a travel credit supplied by the travel service provider.

We are unable to provide a refund to you until we receive the funds from the relevant supplier. Cancelled bookings will incur charges.

#### NON-REFUNDABLE DEPOSIT

\$150.00 per person

*Full payment maybe required upon booking.*

#### CANCELLATION BEFORE FINAL PAYMENT

In addition to any charges incurred by the supplier, the following amounts are to be retained by Travel by Wyndham.

- Travel by Wyndham booking fee
- Travel by Wyndham Non-Refundable Deposit
- Travel by Wyndham Cancellation fee

#### CANCELLATION AFTER FINAL PAYMENT

In addition to any charges incurred by the supplier, the following amounts are to be retained by Travel by Wyndham.

- Travel by Wyndham booking and cancellation fee, along with any Non-refundable deposits.
- Travel by Wyndham full commission earned on the product booked.

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### **CANCELLATION OF CLUB WYNDHAM SOUTH PACIFIC RESORT BOOKING**

When booking travel arrangements in conjunction with a stay at a Club Wyndham South Pacific property and payment is made by Vacation Credits, should the Club Wyndham South Pacific component subsequently be cancelled, payment of associated travel may revert to a cash payment.

### **CANCELLATION OF BOOKING WHEN USING VACATION CREDITS AS A FORM OF PAYMENT**

When payment of third party supplier arrangements has been made utilising Vacation Credits as a form of payment and this booking is subsequently cancelled, in some instances if credits have since expired they are unable to be refunded. In some cases, funds may be held in credit for use on future travel arrangements.

### **COURIER FEES AND POSTAGE**

Should a courier, Express Post or Registered Post be required for delivery of documents, a fee may apply and will be advised by your consultant at the time of arranging delivery.

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**TRAVEL INSURANCE**

I / WE \_\_\_\_\_ **ACCEPT / DECLINE** the Travel Insurance recommended to me by  
(Please print name/s)  
Travel by Wyndham.

Passenger Signature \_\_\_\_\_ Date \_\_\_\_\_

Passenger Signature \_\_\_\_\_ Date \_\_\_\_\_

**Taking out Travel Insurance is a very important part of the booking process and if you have opted to decline travel insurance with Travel by Wyndham, we like to record your alternative travel insurance provider details on your file.**

Travel Insurance provider name \_\_\_\_\_

**CONSULTANT'S NAME:** \_\_\_\_\_

*If you have accepted to take out Travel Insurance it is your responsibility to ensure you complete the application form and return to us with payment. Cover will not begin until the application form is signed, paid in full and the policy is issued.*

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***Please sign the above Travel insurance disclaimer and return to us with your deposit***