

## **IMPULSE TRAVEL GROUP T/AS MOMENTO TRAVEL SERVICES BOOKING CONDITIONS**

These Booking Conditions set out the terms on which you contract with Impulse Travel Group Pty Ltd (ITG) trading as Momento Travel Services. By placing a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a booking.

### **MAKING A BOOKING**

A booking request is accepted when we issue a written booking confirmation. It is at this point that a contract between ITG and you comes into existence. We reserve the right to decline any booking at our discretion. No employee of ITG other than a director has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund.

### **SERVICES**

We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements. The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control.

### **PRICES & EXCLUSIONS**

Prices shown in our brochure and website were accurate based on prices and exchange rates at the time of printing or publication. We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation, fuel or air fare surcharges, or the imposition of new or amended Government charges.

We will not surcharge for currency fluctuations once full payment has been received by us.

### **Not included in the Tour Price**

Unless otherwise stated, flights, visas, airport taxes, port taxes, city taxes, security charges, airport transfers, items of a personal nature, laundry, additional beverages and consumables are not included in the tour price.

### **DEPOSIT**

A non-refundable \$500 per person deposit is required within seven days of us issuing your booking confirmation. Some service providers require a higher deposit or full payment at time of booking, you will be advised at time of the booking if this condition applies. We are not obliged to hold or confirm any services for you until we receive your deposit. If you fail to pay the deposit on time, then we reserve the right to cancel your booking without notice. If the price of any services increases before we receive your deposit, we reserve the right to pass on this price increase to you. This is in addition to our right to increase prices prior to full payment as stated above.

### **FINAL PAYMENT**

Payment in full must be received [by the date(s) reflected on your invoice OR no less than 90 days before commencement of your trip. Note: some trips may require payment earlier or in additional instalments and this will be advised with the booking confirmation. Late payment may cause cancellation of all or part of your trip, with no refund payable. We are under no obligation to remind you of the balance becoming due.

### **CANCELLATION BY YOU**

If you wish to cancel your trip, we require written notice and will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice.

Over 90 days before commencement: Deposit only

90-60 days before commencement 50% of the booking value

Within 59 days or no show 100% of the booking value

Airline tickets - cancellation fees vary and will be advised at the time your ticket is issued.

Some service providers may charge a higher penalty including any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover and this will be advised at time of receiving your written cancellation request. You agree that these cancellation charges are reasonable and required to protect the legitimate business interests of ITG

### **ILLNESS PREVENTING TOUR COMMENCEMENT OR CONTINUATION**

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19): an airline or other common carrier refuses you carriage;

- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the trip and you are consequently prevented from commencing or continuing your trip, then:
- if you have already commenced your trip, we will provide you with

reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.

- if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking. We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

### **CANCELLATIONS BY US**

#### **Force Majeure - Prior to travel**

If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other reason beyond our reasonable control (Force Majeure), [we may / you may] elect to:

- reschedule your travel arrangements, in which case we will issue you with a credit equal to amounts paid minus any unrecoverable payments to suppliers and/or third parties.
- cancel your travel arrangements, in which case our contract with you will terminate.

If [we / you] cancel your travel arrangements, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third-party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund ITG disclaims any liability to you for the costs of airfares, visas or any other expenses incurred by you as a result of cancellation of your travel arrangements by us whether due to Force Majeure or otherwise.

Any credit offered by us:

Must be redeemed by dates shown in our "offer of credit" correspondence to you. Failure to redeem your credits by the dates advised to you will result in the loss of these credits.

- Is not redeemable for cash
- Are only valid for travellers named in the original booking unless otherwise advised.
- Is redeemable against the same travel arrangements unless otherwise advised
- is not redeemable against flights or travel insurance

#### **Force Majeure - During Travel**

If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third-party costs only.

#### **General**

If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance. If we cancel your travel arrangements for reasons beyond Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal or better quality if appropriate. We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

### **AMENDMENTS BY YOU**

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil. An amendment fee of AU75 per person per change will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.

### **AMENDMENTS BY US**

#### **Prior to travel**

Occasionally, we may need to make amendments or modifications to the itinerary and its inclusions, and you acknowledge our right to do this. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time [and give you the choice to accept the change, to receive a refund of the land portion of your trip or to accept an alternative trip if offered].

#### **During travel**

You acknowledge that the itinerary, modes of transport, accommodation and/or the trip's inclusions may need to change during your trip due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns. ITG disclaims

any liability to you for the costs of airfares, visas or any other expenses incurred by you.

#### **UNUSED SERVICES**

No refunds will be made for any tours, meals, accommodation, sightseeing, transfers, or any other services included in the cost of your travel arrangement which you do not utilise because you choose voluntarily not to use the service, because you decide to leave the tour early. Where passengers are unable to access any of the pre-booked services due to invalid or mislaid mandatory travel documents, ill health or for any other reason, the unused portion of the booked services are non-refundable.

#### **CLIENT NAMES – EXACTLY AS PER PASSPORT**

For security reasons, airlines and our overseas suppliers require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

#### **TRAVEL INSURANCE**

Is strongly encouraged] and in some cases mandatory that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges are payable from that time

#### **PASSPORTS, VISAS & VACCINATIONS**

It is a requirement that you hold a valid passport and visas for your journey. It is your sole responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited. It is your sole responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the tour. Any information provided by us is given in good faith.

#### **HEALTH & FITNESS**

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice. We will not be responsible for any damage, injury, death or loss of any kind arising from your failure to fully disclose relevant medical information.

If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request. We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If no assessment is provided or if the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking. We will provide you with a full refund of payments made. We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

#### **Dietary Requirements**

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

#### **INDEPENDENT SERVICES**

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

#### **ACCEPTANCE OF RISK**

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers. You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

#### **RESPONSIBILITY**

Services supplied by independent suppliers

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge

that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

#### **Services we directly supply**

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays

#### **General liability limitation**

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia. Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties. To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied

#### **COMPLAINTS**

If you have a complaint about any aspect of the travel arrangements, you must immediately bring it to the attention of ITG or our local representative at the time to give us the opportunity to put things right. If you fail to do this, you agree that you waive the right to make a future claim against us in connection with the problem. If you notify us or our local representative of the problem and the problem is not solved to your satisfaction you must forward your complaint in writing to ITG no later than 30 days after completion of the tour, otherwise you waive the right to make a claim against us in connection with the problem.

#### **DEEMED ACCEPTANCE**

If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case

#### **GENERAL**

The contract between Impulse Travel Group trading as Momento Travel Services and you is governed by the laws of the State of NSW. Any disputes shall be dealt with by a court with the appropriate jurisdiction in NSW

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here [www.momentotravel.com.au](http://www.momentotravel.com.au)

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An Impulse Travel Group holiday company