

TERMS AND CONDITIONS – Aussie Vs Kiwi

Down Under Answers, LLC (“Down Under Answers”) facilitates the purchase by customers (“Customers”) of travel related services, accommodations, Transportation, Entertainment, recreation and travel packages (collectively, “Travel Related Services”), which Travel Related Services are provided by providers (“Service Providers”) unrelated to and having no connection to Down Under Answers.

In utilizing the services of Down Under Answers to book, reserve and pay for Travel Related Services, you, the customer (“Customer”), agree to be bound by these terms and conditions (“Terms & Conditions”) which describe the terms and conditions by which Down Under Answers will agree to provide its services to Customer.

AGREEMENT

Acceptance: A deposit for a booking constitutes Customer’s acceptance of these Terms & Conditions.

Payment: Full payment is due at time of booking your vacation. Customer will be notified if earlier payment is required. If the full payment is not paid by the stipulated date, Down Under Answers reserves the right to cancel the booking(s) without further notice and without refund of deposit. Prices are not guaranteed until full payment has been made.

Changes: Once full payment has been received, no changes are permitted.

Cancellation: Once paid in full, all services are NON REFUNDABLE. We strongly recommend you purchase travel insurance to off set any penalties you may incur. Insurance purchases are also NON-REFUNDABLE.

E-Documents: All documentation will be sent electronically within two weeks of departure. Please advise a valid email address at time of booking.

Insurance: Travel insurance is STRONGLY RECOMMENDED. Travel insurance can be purchased to cover all penalties in the event Customer needs to cancel or change the Customer’s travel plans. Travel insurance can provide medical and emergency assistance protection during travel, as well as provide some loss and delay coverage. Absent insurance, all hospital and medical expenses are the Customer’s/traveler’s responsibility and Customers/travelers will not receive any refund (total or partial) for money paid. Travel insurance is available through Down Under Answers.

Prices: Down Under Answers quotes prices in US currency based on the exchange rates for the respective foreign currency, usually Australian or New Zealand dollars, as of the date of the quote. Exchange rates fluctuate. Customer’s exchange rate is only fixed when full payment is made, unless otherwise noted on Customer’s itinerary. Any price that Down Under Answers quotes is subject to change without notice until full payment is made, unless guaranteed in writing with a specific expiration date.

Children: Be aware that some travel products do not allow children below a certain age. If Customer plans to travel with children, Customer must notify Down Under Answers when booking.

Passports/Visas: A passport valid for six months beyond the date of return travel is required for entry into all South Pacific countries. US and Canadian citizens require an Electronic Travel Authority to enter Australia. Down Under Answers will process on request. Customers/travelers with a passport from a country other than the US or Canada should request information regarding any necessary documents from the destination countries’ consulates or their travel agents.

Late Bookings: Any booking made (deposit paid) within 2 weeks of departure will incur a US\$100 per booking fee. This fee is to cover the cost of expediting the confirmation of your reservation.

Limitation of Liability: Down Under Answers shall not be liable for any claims, losses, damages, costs, expenses, delays, sickness, injury, or loss of enjoyment, of any nature or kind whatsoever, resulting from events beyond Down Under Answers’ or a Service Provider’s reasonable control. In no event will Down Under Answers’ liability exceed the total amounts Customer paid Down Under Answers for Customer’s travel. Down Under Answers assumes no responsibility for lost tickets, documents, passes, or coupons.

DOWN UNDER ANSWERS

TRAVEL EXPERTS ~ AUSTRALIA, NEW ZEALAND, ISLANDS

400-108th Ave NE, Suite 200
Bellevue, WA 98004
Phone 1-425-460-0895
Fax 1-425-460-0890
info@duatravel.com
1-800-788-6685

Relationship of the Parties: Down Under Answers shall be deemed to be an independent contractor for all purposes under these Terms & Conditions. Down Under Answers is acting solely to facilitate the reservation and purchase of Travel Related Services and is not acting in any other capacity with either the Customers or the Service Providers, including, but not limited to, any partnership, joint venture, co-ownership, or agency relationship of any kind with any Customer or Service Provider. Down Under Answers does not have any control over the quality, timing, safety or legality of any Travel Related Service actually reserved or purchased by or for a Customer. Down Under Answers does not and cannot control whether or not a Service Provider represents its products accurately or fulfills any agreement or obligation with any Customer.

Disputes & Indemnity: As Down Under Answers is not involved in providing the Travel Related Services for the Customer, any and all disputes between a Customer and Service Provider are solely between that Customer and that Service Provider, and the Customer and Service Provider should handle all such disputes directly with that Customer or Service Provider. If Service Provider or Customer contacts Down Under Answers relating to any dispute between the Customer or Service Provider, Down Under Answers may, in its sole discretion, facilitate dispute resolution and reserves the right to take any action that Down Under Answers deems appropriate under the circumstances. Customer agrees to release Down Under Answers and its agents and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Furthermore, Customer agrees to indemnify, defend and hold harmless Down Under Answers from any liability, loss, claim and expense, including reasonable attorney's fees, arising out of or in any way connected with such disputes.

Validity: These Terms & Conditions are valid until further notice in writing from Down Under Answers.