

TERMS AND CONDITIONS

The terms and conditions below outline the terms associated with the use of our Website and you will be bound by these conditions upon booking.

1. General

- 1.1. The BookSchoolies.com and the BookSchoolies.com.au websites ("**BookSchoolies**") are operated by Group Travel Manager Pty Ltd (ACN 132 055 077) ("**GTM**").
- 1.2. Please read the following terms and conditions carefully as these conditions incorporate the basis on which bookings via BookSchoolies are accepted.
- 1.3. By using BookSchoolies, you agree to be bound by these terms and conditions and also the provisions of our Privacy Policy.
- 1.4. GTM reserves the right at any time to vary, revise, add, amend, modify or delete BookSchoolies including these terms and conditions. The amended terms and conditions will take effect immediately upon being posted on BookSchoolies.
- 1.5. The laws of Queensland govern the operation of BookSchoolies and you agree to submit to the non-exclusive jurisdiction of the Courts of Queensland.
- 1.6. If any provision of these terms and conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms and conditions which will continue in full force and effect.

2. Disclaimer

- 2.1. The information on BookSchoolies is provided in good faith and GTM and BookSchoolies believe it to be accurate. However if you wish to obtain services from BookSchoolies you should not rely solely on the information on BookSchoolies but should make specific enquiries concerning the nature of the accommodation and services and their suitability for your personal needs by contacting the accommodation provider directly.
- 2.2. Unless otherwise stated all information on BookSchoolies is supplied without any warranty, condition or other term as to the quality of any service or place of accommodation or its suitability for any particular purpose.
- 2.3. GTM and BookSchoolies are not liable to you or anyone else for any loss of deposit payment or any other indirect or financial loss suffered whether arising in contract, negligence or otherwise arising in connection with the use of BookSchoolies.

- 2.4. To the extent permitted by law GTM and BookSchoolies liability for breach of any implied warranty or condition which cannot be excluded is limited to the supply of the services again or the payment of the cost of having the service supplied again.

3. **Acceptance**

- 3.1. Your use of or access to BookSchoolies is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the websites known collectively as the "**Terms of Use**".
- 3.2. By continuing to use and access BookSchoolies you agree to be bound by the Terms of Use. If you do not agree to the Terms of Use please stop using the website immediately.
- 3.3. GTM may at any time vary, revise, add, amend, modify or delete any part of these Terms of Use or BookSchoolies by publishing the variations on BookSchoolies. These amended Terms of Use will be effective immediately and you will be bound by the amended Terms of Use from that time on. As the Terms of Use may vary without notice we recommend that you read our Terms of Use each time you visit BookSchoolies.

4. **Website Information**

- 4.1. BookSchoolies discloses information about travel locations, dates, packages, information about BookSchoolies and many other things.
- 4.2. Some of this information is supplied to us by third party providers including hotels and accommodation providers. Therefore, although we have taken reasonable care to ensure that this information is correct and up-to-date we cannot check the accuracy of such information where it is provided to us by third parties.
- 4.3. We accept no responsibility for information supplied to us by third parties. We recommend that you confirm all information contained on or linked from BookSchoolies with the relevant third party provider.

5. **How to make a booking**

- 5.1. Bookings can be made over the internet at BookSchoolies.com or BookSchoolies.com.au websites or by calling our Call Centre on 07 5572 7627.
- 5.2. Reservations are subject to availability and actual pricing at the time of booking.
- 5.3. Accommodation arrangements are based on using existing bedding only, i.e. this could mean sharing a double bed.
- 5.4. All rates quoted are on a "per person" basis and are inclusive of GST. All rates quoted do not include Bonds.

5.5. Every effort is made to ensure that the description of facilities and services provided at hotels and apartments listed on BookSchoolies is accurate however these are continually being changed, upgraded and on occasion taken out of service.

5.6. BookSchoolies cannot be held liable for omissions, errors, alterations to property facilities and services, whether temporary or permanent.

6. **Minors**

6.1. If you are under the age of 18 years of age, your parent or guardian must make the booking via BookSchoolies.

6.2. If you are a minor you cannot make a booking using BookSchoolies.

6.3. If a booking is made and not authorised by your parent or guardian, the deposit paid at the time of booking shall be forfeited.

6.4. By making a booking via BookSchoolies, whether or not on behalf of a minor, you are deemed to have accepted the Terms of Use.

7. **Special requests**

7.1. BookSchoolies will endeavour to accommodate any special requests but BookSchoolies does not guarantee any special requests made.

8. **Deposit**

8.1. Any person making a booking shall be deemed to have read and accepted, and by making the booking, represents to BookSchoolies and GTM that he or she is authorised to accept the Terms of Use on behalf of all persons named in the booking.

8.2. A deposit of \$110.00 (\$250 for packages) per person must be received by BookSchoolies at the time of booking payable with a credit card online only. **All deposits are non-refundable.**

8.3. Deposits can only be paid via BookSchoolies or by calling our Call Centre on 07 5572 7627.

8.4. Any deposits received by BookSchoolies and GTM in respect of Breakfree and Mantra branded properties ("**BFM Deposits**") are forwarded to and held by Samarad Pty Ltd trading as Schoolies.com. All other deposits are held by GTM.

8.5. You acknowledge that GTM is not responsible for any BFM Deposits and GTM has no control over BFM Deposits forwarded to Samarad Pty Ltd trading as Schoolies.com. If you have a right to the return of a BFM Deposit to you under this contract, you acknowledge that you must seek this directly from Samarad Pty Ltd trading as Schoolies.com. and that BFM Deposits are not recoverable from GTM under any circumstances,

- 8.6. The minimum amount of deposit payable for your booking must be paid at the same time as you make your reservation, otherwise BookSchoolies will be unable to hold your booking.
- 8.7. The deposit of \$110.00 is **non-refundable** but a person may change the name of a group member to whom the deposit relates. If this occurs, the deposit for the original group member will be transferred to the new group member. Name changes can be made free of charge by logging into your booking and selecting the 'Replace' button. There is a \$50 fee for name changes made through the call centre.
- 8.8. Name changes cannot be made within sixty (60) days of travel.
- 8.9. Payment of a deposit will indicate acceptance of the Terms of Use of BookSchoolies packages.
- 8.10. If you are making a booking less than 60 days prior to check-in then you are required to pay the total amount payable (including all Bonds) at the time of booking.

9. **Bali & Fiji Packages**

- 9.1 For Bali and Fiji bookings including flights, a non refundable deposit of \$250 is required at time of booking.
- 9.2 A charge of \$50 per person will apply to any changes in dates or buildings for Bali and Fiji Packages. Fiji packages are operated Travel is Living Pty Ltd, trading as Unleashed Travel.
- 9.3 Fiji and Bali packages will run subject to minimum tour numbers. If minimum numbers are not reached GTM & BookSchoolies reserve the right to cancel the tour. If this occurs, deposits will be refunded in full.
- 9.4 Fiji and Bali prices are subject to change until the final payment deadline has passed.
- 9.5 Please see Fiji and Bali House Rules for additional terms and conditions specific to these destinations

10. **Multiple Bookings**

- 10.1. If you make multiple bookings to hold rooms, you will not be refunded for any payment made on the additional booking.
- 10.2. If you would like to stay for more than seven nights, BookSchoolies will treat each seven night stay ("**Tour Date**") as a separate booking.
- 10.3. Each Tour Date will require a separate deposit and a Bond per person.

11. **Your Warranties**

- 11.1. You warrant that:

- 11.1.1. you are at least 18 years of age and can use BookSchoolies and create legal binding obligations for any liability you may incur as a result of using BookSchoolies;
- 11.1.2. you are responsible (financially and otherwise) for all uses of BookSchoolies by you and those using BookSchoolies using your login details, including your password;
- 11.1.3. the information you supply via BookSchoolies is accurate and not misleading, deceptive or likely to be misled or deceive; and
- 11.1.4. if you are not 18 years of age and you pay a deposit, you will forfeit the deposit paid for breach of this warranty.

12. **The Group Organiser**

- 12.1. You, as the group organiser have the responsibility to ensure that all members of your group have read and understood the Terms of Use and the House Rules.
- 12.2. You are able to make any changes necessary to your booking on behalf of the group via BookSchoolies.
- 12.3. By making a change to your booking, you represent to GTM and BookSchoolies that you have discussed any changes with your group and your group has accepted and agreed to the change.
- 12.4. It is your responsibility to inform your group of any changes that you make.
- 12.5. GTM and BookSchoolies are not responsible for any disagreements within your group.

13. **Bonds**

- 13.1. Each member of the group is required to pay a Bond of \$200.00 payable 60 days prior to check-in.
- 13.2. A Bond is held as security against any additional cleaning, removal of excess rubbish, damage or undue wear and tear, among other things.
- 13.3. All damage, breakages and losses to property, furniture, keys or furnishings must be paid for by the group and any damage must be reported to the accommodation provider immediately.
- 13.4. It is the responsibility of the group and all members to leave the property clean and tidy. The condition of the property must be left as close as possible to the condition it was in when you began your stay.
- 13.5. All Bonds are charged and held by GTM, except for Bonds in respect of Breakfree or Mantra branded properties ("**BFM Bonds**"). BFM Bonds

are forwarded to and held by Samarad Pty Ltd trading as Schoolies.com 21 days prior to check-in.

13.6. Bonds, excluding BFM Bonds are refundable within approximately 10 business days after check-out provided that clearance from the accommodation provider has been received.

13.7. BFM Bonds will be charged and held by Samarad Pty Ltd trading as Schoolies.com as security against any additional expenses you may incur and any damage or breakages caused by you during your stay.

13.7.1. BFM Bonds will only be refunded:

13.7.1.1. upon receipt of a valid bond refund request, which must be made within 12 months of the date your stay ends; and

13.7.1.2. after the hotel/resort manager has provided clearance that you have incurred no additional expenses and have not caused any damage or breakages.

13.7.2. Your right to reclaim a Bond including BFM Bonds will be extinguished if you do not claim it within 12 months of the date your stay ends.

13.7.3. **All Bonds excluding BFM Bonds not claimed within 12 months are forfeited to GTM.**

13.7.4. **Any BFM Bonds not claimed within 12 months are forfeited to Samarad Pty Ltd trading as Schoolies.com.**

13.8. Bonds and BFM Bonds will only be refunded into a bank account in your name unless you have given a signed written authorisation for it to be refunded into another bank account. **Bonds will not be returned by any other means.**

14. **Payments**

14.1. All payments, excluding the deposit can be made via BookSchoolies, or call centre, by BPAY, by POSTbillpay or credit card. All payments, if made by credit card excluding the deposit will incur a 1.5% surcharge.

15. **Final payment**

15.1. The final payment, including all Bonds must be received at least 60 days prior to the date of your booking.

15.2. Final payments in respect of Breakfree and Mantra branded properties including BFM Bonds are forwarded to and held by Samarad Pty Ltd trading as Schoolies.com. 21 days prior to check-in.

15.3. If a deposit, final payment or bond is not received by the due date GTM and BookSchoolies reserves the right to cancel your booking. Refer to clause 19 for full details related to cancellation fees.

15.4. All prices quoted include GST.

16. **Payments for BreakFree and Mantra Branded Properties**

16.1. For bookings in respect of Breakfree and Mantra branded properties, all monies received, including BFM Bonds are forwarded to and held by Samarad Pty Ltd trading as Schoolies.com.

16.2. You acknowledge that GTM is not responsible for any amounts paid and forwarded to Samarad Pty Ltd trading as Schoolies.com. If you have a right to the return of payment under this contract, you acknowledge that you must seek this directly from Samarad Pty Ltd trading as Schoolies.com.

16.3. You acknowledge that GTM is not liable for any amounts paid in respect of BreakFree and Mantra branded properties, which have been forwarded to and are held by Samarad Pty Ltd trading as Schoolies.com. Any amounts paid and forwarded to Samarad Pty Ltd trading as Schoolies.com are not recoverable from GTM under any circumstances,

17. **Amending your Booking**

17.1. You will be able to make the following changes to your booking via BookSchoolies by using your "Booking Number" and password that is issued at the time you pay your deposit (admin fees apply to some of these changes):

17.1.1. change the name of a group member;

17.1.2. change an e-mail address or contact details of a group member;

17.1.3. cancel a group member;

17.1.4. cancel a room;

17.1.5. cancel the group organiser and select a new group organiser;

17.1.6. cancel the entire booking;

17.1.7. Transfer the booking to another date;

17.1.8. Swap roommates around within a booking;

17.1.9. Transfer a roommate to another booking;

17.1.10. Reset your password; and

- 17.1.11. Make further payments.
 - 17.1.12. Book event tickets (when available)
 - 17.1.13. Upload photo ID for Building Passes (available 6 months prior to event)
 - 17.2. If the size of your group changes and falls below the minimum you must notify us immediately. In the event that a group member cancels their booking, the price per person will increase.
 - 17.3. If you wish to add an additional room to your booking, please contact our Call Centre on 07 5572 7627.
 - 17.4. Once the deposit has been paid, if you wish to change your accommodation building, room type or date of travel you will incur a \$50.00 non refundable amendment fee per person per change. Amendments must be notified in writing or via e-mail by the group organiser or by the guest whose booking is being amended. Any building change request will be subject to availability. Please note that it is not always possible to change buildings. Book Schoolies reserves the right to deny requests to change buildings.
 - 17.5. **No change of buildings or apartments or other travel arrangements is permitted within 60 days to check-in.**
 - 17.6. The group organiser has the responsibility of controlling all changes made to your booking.
18. **Room occupancy**
- 18.1. The room description information provided to you will include information about the minimum and maximum number of people that can share a room.
 - 18.2. If your group does not consist of the minimum number of people then GTM and BookSchoolies may cancel your booking. If you need to change your booking to another building or room type due to insufficient persons, you will incur a \$50.00 non refundable amendment fee per person, per change.
 - 18.3. The maximum number must be strictly adhered to at all times, and all members of the group agree to adhere to the maximum room occupancy.
 - 18.4. GTM and BookSchoolies reserves the right to cancel any booking and retain all moneys paid to BookSchoolies in respect of the booking for any group that exceeds the maximum room occupancy.
19. **Travel documents**
- 19.1. Travel documents will be made available to you 21 days prior to check-in.

- 19.2. Travel documentation will not be available for any group members until all group member payments are made in full.

20. **Cancellations of bookings**

- 20.1. Any cancellation that is made 60 days or more prior to check-in will forfeit all deposits paid in respect of the booking.
- 20.2. Any cancellation made within 60 days of check-in will forfeit the full cost of the booking excluding Bonds.
- 20.3. Cancellations can be made via BookSchoolies or by emailing info@bookschoolies.com.
- 20.4. **Cancellations cannot be made via our Call Centre.**
- 20.5. GTM and BookSchoolies is not responsible for informing group members that a person in their group has cancelled or that the booking has been cancelled in full.
- 20.6. No refunds will be given for an early departure.

21. **Travel insurance**

- 21.1. We recommend that all members of your group purchase adequate travel insurance at the time of booking.
- 21.2. GTM and BookSchoolies takes no responsibility for any misadventure that prohibits a group or a group member from travelling.
- 21.3. Refer to the QBE Product Disclosure Statement for full details related to Travel Insurance

22. **House Rules**

- 22.1. House Rules are the individual accommodation provider's terms and conditions.
- 22.2. You, and all members of your group, agree to abide by these terms and conditions during your stay.
- 22.3. The group organiser must ensure that all members have read the House Rules for your accommodation.
- 22.4. By confirming this booking you are confirming that you and all members of your group have read and agreed to the House Rules.
- 22.5. House Rules can be viewed by selecting the building name in the building list page on BookSchoolies and selecting the *House Rules* icon.
- 22.6. Accommodation providers reserve the right to amend their House Rules without notice.

23. **Events**

- 23.1. Playground is an all ages, fully supervised, no alcohol event. Tickets are strictly limited. No refunds will be offered in the event that you do not attend Playground or you fail to pick up your ticket from the designated collection point.
- 23.2. PARTY.DANCE.ROCK is an 18+ event. Government approved ID will be required to gain entry into the venue. No refunds shall be provided if you purchase a ticket and are underage. No refunds are offered in the event that you do not attend Playground or you fail to pick up your ticket from the designated collection point.
- 23.3. GTM and BookSchoolies.com reserves the right to change, add, withdraw or substitute entertainment where necessary. No refunds will be available in the event of a venue, artist or theme change.
- 23.4. Activities such as moshing, crowd surfing, climbing and stage diving are dangerous and may lead to eviction from the events. GTM and BookSchoolies.com accepts no liability for any injuries or damages caused by these activities.
- 23.5. Persons attending Events do so at their own risk.
- 23.6. GTM and BookSchoolies.com shall not be held liable for any loss, injury or damages sustained entering or during the event, including theft or loss of personal belongings.

24. **Information on our Websites**

- 24.1. GTM and BookSchoolies endeavours to ensure that all information displayed on BookSchoolies is correct.
- 24.2. GTM and BookSchoolies will not be held responsible for any errors in content.
- 24.3. Please contact us if you have any queries regarding published information.

25. **BookSchoolies Right to Amend**

- 25.1. GTM and BookSchoolies organises and arranges the accommodation pursuant to the contractual arrangements it has with apartment owners and managers. GTM and BookSchoolies does not occupy or have any control over any hotel, apartment or unit and, as such, GTM and BookSchoolies are not liable for any damage or loss, whether to personal property or howsoever arising, to any person who has booked accommodation through BookSchoolies.
- 25.2. GTM and BookSchoolies cannot guarantee the availability of accommodation and GTM and BookSchoolies reserves the right to

change bookings. GTM and BookSchoolies reserves the right at any time, in its absolute discretion, to modify any accommodation or to cancel the same without notice.

- 25.3. Whilst GTM makes every effort to ensure that all prices on BookSchoolies are accurate and up to date sometimes errors do occur and the prices stated are incorrect. GTM and BookSchoolies reserve the right to alter accommodation prices on BookSchoolies to reflect any increase in the cost of accommodation for reasons beyond our reasonable control. This may include (but is not limited to) pricing mistakes, errors or omissions. Where a pricing mistake, error or omission has occurred, GTM or BookSchoolies will use its best endeavours to notify you of the mistake, error or omission.
- 25.4. Confirmation of bookings and invoices are subject to re-issue if GTM or BookSchoolies discovers a pricing mistake, error or omission.
- 25.5. Upon GTM or BookSchoolies notifying you of the mistake, error or omission you can either agree to accept the amended price or you may cancel your booking.
- 25.6. In the event that an error occurs which results in a room being double booked GTM and BookSchoolies will relocate your group to another venue at no extra charge to you and your group.
- 25.7. GTM and BookSchoolies will use its best endeavours to have you and your group relocated. In the event that GTM and BookSchoolies is unable to relocate your group GTM and BookSchoolies will refund all monies paid to BookSchoolies including all deposits.

26. **Media**

- 26.1. GTM and BookSchoolies reserves the right to use names, images, voices, statements or otherwise in any form of media whatsoever for the purposes of marketing, advertising, promotion, campaigns or any other form of publicity without payment or compensation to any GTM or BookSchoolies customer.

27. **Email Updates**

- 27.1. We may email to you updates about our products and services and the products and services of relevant 3rd party suppliers, that we think may be of interest to you. If you do not wish to remain a subscriber to our mailing list or otherwise receive updates on our products or services, you are able to remove your details from the subscription list by emailing unsubscribe@bookschoolies.com.

28. **Your Privacy**

- 28.1. We will handle your personal information in accordance with the terms and conditions set out in our Privacy Policy which is posted on BookSchoolies.

29. Our Relationship

29.1. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms of Use.

30. Links and Third Party information

30.1. BookSchoolies contains links to sites operated by persons and companies outside of BookSchoolies. We provide these links for your assistance and information. We are not responsible for the availability or content of these third party sites and we are not responsible for any goods and services available from these sites.

31. Intellectual Property Rights

31.1. The owner of BookSchoolies is GTM. The copyright and other intellectual copyrights in BookSchoolies are owned by GTM or by a third party who has given GTM and BookSchoolies permission to use them.

32. Trademarks

32.1. Any and all Trademarks shown on BookSchoolies are the trademark of their respective owners.

32.2. Nothing contained on BookSchoolies shall be construed as the granting of any licence, right to use of any or all trademarks shown on BookSchoolies.

33. Indemnity

33.1. You, and all members of your group agree to indemnify GTM and BookSchoolies and their respective affiliates, employees and others against any loss and damage suffered, costs incurred, by them in connection with you and your groups use of BookSchoolies and any breach by you of the Terms of Use and any other legal obligation.