



Terms and Conditions.

GENERAL PROVISIONS

This agreement is governed by the relevant state laws in force. You irrevocably submit to the non-exclusive jurisdiction of the Courts of the relevant state and Courts of Appeal from them and/or any relevant tribunals for determining any dispute concerning this agreement. We may legally assign any of our rights and obligations under this agreement at any time by giving you notice.

Your use of this travel web site and on-line reservation facilities such as 'booking form' and 'booking online' here-by referred to as the 'booking engine' is subject to the following Standard Terms of Service and Trade:

1. Accuracy of information and limitation of liability

The Agent does not endorse or recommend any particular travel service provider. The Agent and its third party suppliers have taken reasonable care that the content of the information provided is correct but is subject to amendment at any time without notice. The Agent publishes such information in good faith. As user you acknowledge and accept that: The Agent cannot and has not checked the accuracy of all information provided by travel service providers such as airlines and hotels. The hotel listings may include errors and travel service providers such as airlines, hotels, wholesalers and car suppliers are requested and encouraged to correct and update their information regularly and as needed. The Agent will not be responsible for errors, omissions or misleading information in travel information and listings. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the facility. You are solely responsible for the suitability of any travel services which you purchase by means of the service. In particular, we are not liable for any inconvenience caused or expense incurred as a result of any unsuitability of travel services for use in association with other travel services. Any Agent's role in relation to your travel arrangements is limited to facilitating your booking and arranging travel documentation, payments and refunds as applicable. The Agent accepts responsibility for the performance of this role and for the negligence of its employees. However, to the maximum extent permitted by law, the Agent disclaims all liability for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by third parties, or failure by the Agent to complete bookings where that failure is due to circumstances beyond its control. The Agent accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel services to you where your booking has been properly processed by it; nor is the Agent responsible for any acts or omissions of airlines or other third parties in the course of delivery of such travel services. Where the Agent is liable to you under these terms and conditions its liability will be limited to providing the relevant booking services again or to refunding money paid in relation to services not provided because of the Agent's

default. Where refunds are due to you from third party suppliers of travel products or services, the Agent will provide reasonable assistance to you in claiming such funds from those suppliers. Under no circumstances will the Agent be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages for disappointment.

2. Warranties

To the maximum extent permitted by applicable law, the Agent grants no warranties, express or implied, regarding this travel web site and any service or facilities provided including the booking engine. The site and any service or facility are being offered to you “as you see it”. The Agent will not be liable to you for the breach of any alleged warranty.

3. Use of your contact information

As user of our services, you agree and consent that the Agent may use, including to share with third parties, your contact information (i.e. your name, e-mail and physical / postal address and / or other contact details) for all purposes directly connected with your reservation request.

4. Indemnity

As a condition for your use of our services, you agree to indemnify the Agent from and against any liability, damage or loss that the Agent incurs or suffers as a result of any action, inaction or omission on your part.

5. Clients Responsibility

By registering for the service, you warrant to us that you are at least eighteen years old. You must have sufficient credit on your credit card account to meet all charges for travel services you book. You must read the travel-specific terms and conditions at the end of these terms and conditions and convey all information set out in those terms and conditions to any other parties covered by any booking you make. You must keep secure any means of identification that we provide to you in order to access the service. You must not resell the service or any products or services accessed by means of the service, or permit any other person, other than adult members of your household or others with your express permission and under your personal supervision, to use your user identification to access the service. You are responsible for all use of the service, and all transactions entered into by means of the service, using this user identification. You must not use the service for any activities which breach any laws, infringe any party's rights, or breach any standards, content requirements or codes promulgated by any relevant authority. You must not use the service in any way which interferes with other users or defames, harasses or menaces anyone. You indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to use of the service by you or any other person using your membership identification or password. You acknowledge that copyright subsists in all software, including HTML code, provided in association with the Service. You must not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by means of the Service. Where copying or transmission is expressly permitted, you must not change or delete any author attribution or copyright notice. You acknowledge that we may receive all commission from transactions entered into using the service.

TRAVEL SPECIFIC TERMS AND CONDITIONS

1. Fares & Prices.

We do not guarantee fares or prices until the booking has been confirmed by one of our consultants and paid for. Airline/hotel/car availability, fare conditions and class of travel can change at any time. Routing restrictions and other special conditions may apply. Taxes, airport charges and any additional costs will be advised to you when your booking is confirmed. Airlines and other suppliers may change their prices without notice.

2. Booking Acknowledgement

Acknowledgement of your booking request will be sent via e-mail or telephone call within 48 hours of your request being received. Please ensure you check your e-mail regularly. Payment must be received within terms of account unless otherwise agreed by us the agent. Failure to pay for tickets within this time results in automatic cancellation of the booking. We accept no responsibility for loss incurred due to automatic cancellation or failure of e-mail delivery.

3. Travel Documentation

Passport, Visa and Health requirements are the responsibility of all individual travellers. Passports are required for all travellers departing Australia. Permanent residents travelling on a foreign passport must hold an Australian Re-entry Visa. Many countries require that foreign nationals entering hold a passport with at least six months validity. We will assist in providing information based on the information supplied by you in the booking form or booking engine. This information as well as other related information supplied by the Agent and any links within the site are supplied in good faith; however should be treated as a guideline only. The final responsibility for ensuring documentation is correct is that of the individual traveller. The posting/couriering of travel documentation is the responsibility of you. The agent will not be held responsible for tickets lost by a third party, any charges associated with reissue and resending of documentation will be at your expense.

4. Liability

We cannot accept responsibility for any travel service, rules and conditions that are incorrectly represented within this system. The data and services shown are provided in good faith and 'as is'. We do not warrant the accuracy, completeness, or fitness for a particular purpose of any data or services provided and to the maximum extent permitted by any law disclaimer all implied warranties in connection with such data or services. In no event shall we be liable for any injury, loss, claim, damage or any incidental or consequential damages, including but not limited to lost profits or savings, arising out of or in any way connected with the use of any display within this site.

5. Booking Cancellation

Booking Cancellation and Amendment Charges and Certain fees may be payable in respect of transactions entered into using the Service, as notified at the time of the relevant transaction. These fees may include cancellation fees and, where amendment is permitted, amendment fees. In some cases, Lyrical Road may charge cancellation and/or amendment fees in addition to those imposed by travel service providers. Before entering into a transaction, you should carefully check to see whether any other cancellation or

amendment fees apply. These charges will be deducted from your credit card or charged to your trading account at the time charges are incurred. All booking and service fees charged by Lyrical Road are non refundable.

6. Travel Insurance

It is recommended that all travellers obtain travel insurance against cancellation or amendment fees as well as providing sufficient medical cover.

7. Changes to these Terms and Conditions

Lyrical Road has the authority and the right to at any time it sees fit to change or modify all or any part of these terms and conditions