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Axis Travel Centre is the accredited travel agency operated under Priority Portfolio Travel Pty Ltd

**AXIS TRAVEL CENTRE, was established in July 1978** We maintain a very proud tradition of honesty, integrity and longevity maintaining professional Agency accreditations that are above the standard Travel Industry requirements complemented with **Travel and Business Awards** bestowed to our company and our advisors. **No internet, no website and no Phone booking service can compete or match the totality of expertise, security, travel choices, explanation of conditions, human services and mature advice that we deliver.** The business motto of **AXIS TRAVEL CENTRE** *"When professional advice and quality service matter most"* ©

**This is a deliberately long document as we prefer to clearly explain, without industry jargon, the applicable conditions, and fees so all can make an informed choice.**

#### **CLICK TESTIMONIALS**

- **We will not offer travel options if they compromise our professional services and advice** which may not suit our business model or expose us to be legally liable and accountable. We have a vested interest to keep clients updated and informed, but we will not be swayed by misleading marketing campaigns, various "lowest price" deals or heavy advertising campaigns who tend to steer away from providing appropriate service levels or usually omit the "fine print".
- **Validation of what we have achieved since 1978 via our peers and external business associations** **CLICK HERE.**
- **We respect and focus on preserving the intangible qualities of time, civility and the personal human touch** that remain solid elements that no computer, no anonymous toll-free phone number, anonymous website or inexperienced person can ever emulate.
- ✓ **To protect clients we adhere to and abide by ATIA (Previously AFTA), ACL, ACCC, ASIC, DFAT, AUSTRAC, IATA regulations and strict protocols.**

#### **THE AGREEMENT WHEN BOOKING WITH US**

Our Agency acts as an Agent for Airlines, Cruises and Suppliers, with all travel bookings made by or with us being based upon Airline, Supplier, Government and our conditions and fees. When we communicate with a client and they with us, this will imply, and we will assume that all AXIS/PPT conditions and fees have been read and understood and accepted as a condition to continue our communications going forward. Additionally it is assumed that any conditions and fees imposed by relevant Airline, Supplier or Government departments also form part of this acceptance.

- All relevant conditions and fees apply to the client(s) with whom we communicate and also to their travelling parties, who may also appear on relevant quotes, invoices, receipts, Itineraries and confirmation letters. Refer to website [www.axistravel.com.au](http://www.axistravel.com.au) and/or relevant Supplier websites, brochures or other communication sources before making any data or financial commitment please. If a client is uncertain of any Supplier conditions or fees that participate in a clients travel itinerary, please ask us otherwise we will assume that a client is in agreement and accept the AXIS and Supplier conditions/fees.
- ✓ **CLICK CHECKLIST compare us even more against other Agents or Airlines etc etc**
- ✓ **CLICK ABOUT US link alongside our CLIENTS COMMENTS to evidence what we do and how we have previously and still continue to service our valued clients since 1978, whilst maintain quality accreditations, credentials and securities to maximize a clients' travel investment.**

*"If a travel agent advisor cannot "add-value" to the travel equation for a client, then the client should reconsider using that travel agency or travel advisor and maybe that agency should not exist. The concept to "add-value" should never be based upon price alone as the true test to "add-value" should include such qualities as being able to deal with a trusted person, relying on their professional expertise and experience, and to rely upon the advisors' ability to truthfully advise and manage travel arrangements. Such qualities should also be complemented with bonafide levels already in place to protect a clients' data and monies supported by the highest levels of credentials and accreditations. Combine these elements with the ability of the travel advisor to save time, reduce stress levels and to "deconfuse the confusion"© in their delivery of relevant travel options and bookings with simple explanations of complex booking conditions and a client should have a composite of "true value" benefits that validate the worth in making a clients' final decision in engaging a professional travel advisor in this travel equation to make it a worthy investment or not." © MN 1978.*

## **THE LEGAL STUFF. EXPANDED CONDITIONS. IMPORTANT FACTS AND EXPLANATIONS**

### **SCHEDULE OF FEES AND TERMS OF TRADE**

# When a client or corporation makes a travel booking or requests the services of AXIS /PPT our Schedule of Fees and Conditions and those applicable by any linked Airline, travel Supplier, Government Department or other relevant entity that are involved with a client(s) booking or request applies. # Please read these or enquire about these before committing a client's data or monies to us as we will assume that engaging our services via any communication mode, with or without monies being paid to us is acceptance of these.

All monies paid or commitments made are accepted subject to these conditions in addition to those stated by our staff, on Invoices, receipts, Confirmation letters and all coupons, receipts and Tickets issued and subject to but not restricted to supplier/carrier terms and conditions. By accepting the coupons and tickets and utilizing our services, a client agree that, apart from certain rights a client have under the Consumer travel Laws, Trade Practices Act, AXIS shall not be liable for any loss, injury or damage to a client or traveling companions or a client's belongings or otherwise in connection with any travel, accommodation, transportation or other services or resulting directly or indirectly from any occurrence beyond the control of the travel agency, its subsidiary or representative. AXIS will advise a client of passport, visa, health, currency, custom and safety requirements but it remains a client's responsibility and those of a client's fellow companions to ensure that a client comply with these regulations before and whilst traveling. AXIS acts as an Agent on behalf of Carriers, Suppliers, Tour operators and associated Travel related companies only. A client should familiarize a client's self with the associated Travel and Tour Operators "Terms" or "Fees" that may apply to a client, or their family or traveling companions that a client represent or make payments on their behalf. We offer and perform and deliver much advice and some services to clients with no financial benefit to us at all and we may receive fees, commissions, gifts or financial incentives from third parties.

**General Provisions:** The laws in force in South Australia govern these Terms + Conditions. A client irrevocably submits to the non-exclusive jurisdiction of the Courts of South Australia and Courts of Appeal from them and/or any relevant tribunals for determining any dispute concerning this agreement.

### **A CLIENTS RESPONSIBILITY**

A client must read, understand and agree to our conditions and fees and most importantly those of relevant Airlines, Suppliers and all relevant Government Customs and Immigration Departments a client 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 a client makes. We will assume that a client's continuation of requests and Travel bookings indicates that all parties to respective terms, conditions, duties and responsibilities have agreed upon total agreement. A client must keep secure any means of identification that we provide to a client to access the Facility. A client must not resell the service or any products or services accessed by means of the Facility or permit any other person without a client's express permission and under a client's personal supervision, to use a clients user identification to access the Facility. A client is responsible for all use of the Facility, and all transactions entered by means of the Facility, using a clients user identification. A client must not use the Facility 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. A client must not use the Facility in any way that interferes with other users or defames, harasses or menaces anyone.

### **OUR RESPONSIBILITY**

AXIS TRAVEL CENTRE /PPT accepts responsibility for the performance of this role and for the negligence of its employees and contractors.

However, to the maximum extent permitted by law, AXIS disclaims all liability for any technical errors, corruption of any data, unauthorized access to a clients' personal data, inaccuracies in information supplied by third parties, or failure by AXIS to complete bookings where that failure is due to circumstances beyond their control. This particularly applies to websites of Airlines and Suppliers that are known to have technical issues, lack of complete data and their communications to us and clients can be sparse, inconsistent and in some cases non-existent.

AXIS accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel services to a client where a client booking has been properly processed by it; nor is AXIS responsible for any acts or omissions of airlines or other third parties during delivery of such travel products or services. Where AXIS is

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

Subject to Australian Consumer Law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience cause by suppliers or third-party providers over which we have no direct control over.

### **ACCURACY OF WHAT IS ON OUR WEBSITE DIRECTLY OR INDIRECTLY OR WHAT WE COMMUNICATE TO A CLIENT:**

As a user of this Facility or when a client communicates with us, a client acknowledges and accepts that AXIS or PPT has not checked and cannot check the accuracy of all information provided by travel service providers such as airlines and hotels. The hotel listings, descriptions quality ratings, facilities, room photos, inclusions and any other advertised or marketed data that does not emanate from AXIS 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. AXIS will not be responsible for errors, omissions or misleading information in travel information and listings. A client should make a client's own evaluation of the accuracy or completeness of any information, opinion, advice, or other content available through the facility. A client is solely responsible for the suitability of any travel services which a client purchases by means of the Facility. AXIS are not liable for any inconvenience caused or expense incurred because of any unsuitability or incorrectness of travel services for use in association with other travel services. Axis's role in relation to a client's travel arrangements is limited to facilitating a client booking and arranging travel documentation, payments, and refunds as applicable.

**AIR CARRIAGE AIRLINE** bookings made are usually held as stable and secure but at any time they can change, be cancelled or become unavailable-determined by the Airline and a Computer Reservations System-outside of our control.

Airfare prices are subject to change until cleared funds payment is received in full and tickets have been issued. Airline carriers reserve the right to amend flight schedules, routes, classes, aircraft types and make flight amendments or cancellations at any time without notice. Depending on the reason for the change recouping any costs incurred because of these actions will be advised. Axis acts as agent for Airlines and all other suppliers and is not responsible for the actions of an airline and or any additional charges they may impose for baggage, upgrades, Frequent flyer program costs, seating costs, in flight food and beverages.

Please ask AXIS advisor(s) or access the airlines website for full terms and conditions and fees that may apply in addition to our terms and conditions and fees. AXIS accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel services to a client where a clients booking has been properly processed by it; nor is AXIS responsible for any acts or omissions of airlines or other third parties in the course of delivery of such travel services.

**A CLIENTS' DATA** : A CLIENT'S NAME AND A CLIENT'S TRAVELLING COMPANIONS must be the same as a clients Passport (Internationally) or Driver's License or approved photo ID card

**DENIED BOARDING IN** most circumstances, if a client are denied boarding by an airline carrier involuntarily, a client are entitled to compensation, depending on circumstances and also the country rules that a client are within. When required by applicable law, the airline carrier must solicit volunteers before anyone is denied boarding involuntarily. Check with the carrier for the complete terms on payment of denied boarding compensation and for information on the airline s boarding priorities.

If an Airline bookings is made by us for a client, and a client have been Denied Boarding, we will assist a client, interpreting the maze of regulations and conditions as best we can. Logically attendance by a client and us must be immediate and "live" during such a circumstance, hence contacting us immediately is suggested. This forms part of our Agency services with usually zero costs applicable, but we will advise a client on a case-by-case basis. Travel Insurance Policies may cover this action.

**AIRLINE SEATING AND SPECIAL REQUESTS FLIGHTS** may be overbooked and there is a slight chance that a seat will not be available on a flight. Air carriers will often advise seat numbers, but it is important to note it is not a guarantee until final boarding and even after being seated they can ask a client (legally) to move elsewhere. This is not to concern a client in most cases, but we need to let a client know!

When AXIS advisor(s) book and issue a clients' Air tickets, we have much better direct control in all aspects of Airline bookings that most Airline and other 3<sup>rd</sup> Party websites cannot emulate or perform. Our agency can only very rarely assist a client or intervene on behalf of a traveller if an external booking has been made or if a travel problem exists if these were made via oneself, another agency, airline, supplier or online.

- Our agency utilizes a Computer Reservations System (CRS) called "SABRE" that we have privy access to which requires highly qualified and accredited advisors using MS-DOS language skills to access, utilizing encrypted Password controlled security protocols.
- SABRE is regarded as the worlds" leading travel industry CRS based on a highly secured-non-Windows environment, able to access over 400 airlines, over 50 rail carriers, over 200,000 hotels, over 300 tour operators, over 40 car rental companies, over 180 cruise lines in addition to allowing us to access specific Australian and International Government, Visa and Health contacts.
- With the use of our dedicated CRS we ensure that clients receive the best travel itinerary as our travel advisors compare all airlines over two screens, complete unlimited flight sectors in any permutation, request seating and inflight meals, add frequent flyer numbers, add hotel bookings with or without hotel VIP floor access, add transfers or car rental, then issue E-Tickets and vouchers in an efficient and faster time period that no consumer can ever match via any solo website or combination of websites for speed, efficiency, accuracy or acceptable liability.

✚ **"If a client makes any travel bookings online that client is "on their own"."**

**PASSPORTS AND A CLIENT'S IDENTIFICATION DATA:** In these days of high security and scams this is a very important element of travelling. We only divulge or use a clients' data for what we need or those required by an Airline or other travel supplier or Government. We do all we can, based on past experiences and our expert contacts/links, to minimize any data-breach risks but need all clients to understand that nothing is 100%. It is a client's responsibility to give us clients' and travelling companions full updated Passport details, whether current or updated in any way. Whilst we respect the Privacy Laws of countries, we ask that a client understand that what we do not know-we do not know so what a client advises us of is what we can rely upon and work upon.

- Additionally, it is a client's responsibility to advise us of any country deportation, if a client have been arrested or convicted in respect of any offence or breach of law, refused entry or any other legal issue that denies a clients entry or exit from any country, including but not restricted to Australia. a client must tell us.
- Non-disclosure of this information may lead to a client's being refused entry on arrival in certain countries. In that event, we take no responsibility whatsoever. Each country has its own rules and regulations and can change at their will. We will utilize our professional contacts and expert advice to assist a client but will not accept responsibility for variations of Country rules or their decision to deny entry.
- A client must ensure that their Australian passport has a validity of six months from day of last stay in the last country before a client re-enters Australia.
- Most of these issues are placed within a passport as a stamp but some may be external via Police or Court or Embassy or other Government or Interpol documents. We are not privy to such circumstances and therefore we will not accept any liability or responsibility for any affected travel plan costs or deportations, or other sanctions placed upon a client or a client's travelers.
- A client is responsible for verifying their data and all travel information given to AXIS, as all client(s) are responsible for checking the accuracy of all documents.
- If we ask this information of a client and it is not given to us when asked and certainly before we issue documents , and we thereafter discover that names given by a client or a clients traveling companions are not the same (against Passports) a client will need to pay for new Air tickets and any other Travel documents (Cruise, Accommodation, Insurance Rental car, Tour etc ) to be issued at costs issued by the relevant Supplier in addition to our costs , that can amount to up to \$550 per travel component/document change , or even worse, may require a new booking to be applied for (not necessarily available!) These costs are levied by Airlines, Cruise, most Hoteliers and Tour Companies. They do this at their discretion plus they also reserve the right to deny such changes with new travel components to be rebooked (if available) at new fares/costs which are payable to secure the same or similar travel components as originally booked.

**COUNTRY VISA TO ENTER** : Please be advised, Visa issues are the responsibility of passengers. AXIS, Air carriers and travel suppliers have no duty to inform passengers about required travel and immigration documents. Therefore, AXIS advisor(s) and these entities bear no liability for denying boarding to passengers who do not comply with the applicable laws.

- Whilst we will direct client(s) to Visa websites or Consulates or Embassies or advise of pending countries that need a Visa to enter with some Health, Security or other requirements -this is given as a courtesy and does not represent legal advice. We assume no responsibility or accountability in this courtesy.
- Some transit points require a visa-even if not entering that country. All clients/passengers must check with the relevant government area(s) for any advice.
- Some countries automatically deny entry if a Visa is applied for whilst others can take weeks to consider a Visa application, with excessive costs involved. Please apply for a Visa-if so required- within a timely manner.

**HEALTH:** We recommend that a client obtain a clients' doctor's advice as we are not Doctors.

Most Australian and New Zealand travelers do not need to have vaccinations to enter another country, but this is not a blanket statement, so pre-checking by our client(s) is essential. Taking extra medicines in original containers, with a doctors' scribed letterhead, a carried with extra supply of medicines is suggested in cabin bags.

**FORCE MAJEURE** : Axis Travel Centre, its staff or contractors will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, any pandemics, 'epidemics, 'health outbreaks, accident, riots, war, strikes, crimes, Government collapses, 'government action or interference', labour shortages, national emergencies, , 'pandemics, terrorist act, epidemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion. This Force Majeure contact clause can be suspended or terminated by the client without penalty if the force majeure event continues for a sustained period, but only after any initial conditions with advised fees and costs are considered, to be met then activation of this termination is made. AXIS will make all reasonable efforts to minimize the effect of the force majeure event on the performance of both our and the clients' obligations under the contract. Any further travel payments will be suspended until obligations under the contract can be performed; with reasonable notification periods provided to affected clients, in the event an obligation is affected by this force majeure event.

**Examples when we have enforced this Force Majeure** have been the impact of COVID worldwide, ' Australian pilots' strike, Bali bombings incidents, Iraqi and Middle East wars and September 11th New York incident- all beyond our control but when amendment, postponement and refund fees were applied.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. If a Force Majeure applies, a client will be bound by the suppliers' terms & conditions.

- Axis Travel Centre will apply Force Majeure at the stage that we deem it necessary but note that it may also be influenced and be applied due to new, unforeseen, government restrictions on public gatherings or if, as an example, the World Health Organisation declares a pandemic. AXIS will advise, a trigger point, as soon as practicable if a Force Majeure becomes activated. The trigger point will depend on when obligations have been affected. At all times we will only "trigger" a Force Majeure event if we determine, under advice, that real restrictions have affected us and/or our suppliers from performing its contractual obligations, such as being impossible to perform, or materialistically being hindered, impeded, impaired or delayed in delivering or providing paid travel services originally contracted rather than being more difficult or costly.
- If Force Majeure is activated, AXIS, as an agency, and all related and relevant suppliers will deducted from gross monies paid by client(s) the agency costs, fees, our professional time and agency services we invested to facilitate a clients' travel booking(s), in communication costs, loss of revenue and any levies from monies paid and refund-if such a net refund exists- monies to the client.
- Under Force Majeure the parties will be able to delay performance of their services or products for up to 12 months, with a possibility only that refunds may be provided. If "frustration" occurs, this is not deliberate on behalf of AXIS or the suppliers and working together to assist travelers will be the aim. In the event of a Force Majeure, AXIS cannot guarantee refunds or resumption of services or products.
- AXIS recommends that travelers read any suppliers' Terms and conditions, any of their Force Majeure conditions and obtain quality Travel insurance that may assist them in case of claims.

**END**