The carriage of any Passenger on our Coaches, and any related goods or services that we may provide to a Passenger in respect of such carriage, are subject to these Terms and Conditions of Carriage ("Terms") and any other terms set out on the Passenger's Ticket. These Terms and any other terms set out on the Passenger's Ticket comprise the entire agreement between us and the Passenger and, subject to the Australian Consumer Law, no other terms and conditions, where oral or written, will apply.

On some routes we offer our services with other Carriers under code share arrangements. This means that Passengers that have a Ticket with us may travel on another Carrier’s Coach. Passengers travelling on a Coach operated by another Carrier may be subject to terms and conditions of the operating Carrier that differ from Terms. Passengers must make sure that they are aware of and must comply with these Terms as well as the operating Carrier's terms and conditions.

We are not a common carrier and reserve the right to refuse to deal with any person or to carry any Luggage without giving any reason. You agree to observe any written or oral direction that we give to you in respect of your travel on our Coach.

DEFINITIONS

"Adventure Bookings" mean any activities that are coordinated through the adventure booking facility pursuant to clause 20.


"Authorised Agent" means one of our agents authorised to sell Tickets on our behalf.

"Booking" means the details which we or one of our Authorised Agents have entered in our system relating to a journey to be made by a Passenger, or in the case of a Ticket with an open date, the details of the Passenger and the type of Ticket purchased by the Passenger.

"Carrier" means any of our partners or subsidiaries with which we have a code share arrangement.

"Chaperone" means a person that agrees to accompany a Minor on a Coach, who is known to the parent/guardian of the Minor, and who is older than 15 years of age.

"Coach" means any coach vehicle including those operated by one of our Carriers.

"Commuter Pass" means a multiple trip pass for use on our Coach network between set destinations.

"Consumer Guarantees" mean any statutory guarantee provided to Consumers under Division 1 of Part 3-2 of the Australian Consumer Law.

"Event of Force Majeure" means any circumstances beyond our reasonable control including but not limited to war, acts of terror, inclement weather, hurricanes, cyclones, severe storms or weather, hail, strikes, lockouts or raw material shortages (including shortages of fuel).

"Express Ticket" means a booking that has up to 6 hours and 30 minutes travel only.

"Flexi Fare" means any full priced fare on a point to point ticket.

"Hand Luggage" means all items of carry-on luggage which are carried aboard a Coach by a Passenger including, but not limited to, hand bags, clothing, books, magazines, electrical equipment and components, cash, credit cards, art works, passports, jewelry, antiques and valuable items.

"Hop On Hop Off Pass" means a hop on hop off pass for one way long distance travel only.

"Infant" means a child under the age of 3.

"KM Pass" means a kilometer pass that can be used for a combination of travel, accommodation and adventures.

"Luggage" means any item that a Passenger brings on our Coach, including but not limited to any items stored in storage bins and any item of Standard Luggage, excluding any Hand Luggage.

"Midnight Pass" means a hop on hop off pass for travel only at night.

"Minor" means a child aged between 3 and 11 (inclusive).

"Non-Standard Luggage" means the items identified in clause 4.3 of these Terms.

"Package Bookings" includes any Greyhound Travel & Stay Package or Greyhound Attraction Package. Package bookings include components of Greyhound Travel and Adventure products.

"Passenger" means any person with a Booking who is to be carried or who is carried on a Coach, except members of our staff.

"Premium Upgrade" is an additional fee that allow a change, cancellation and/or refund on an Express Ticket.

"Related Bodies Corporate" has the meaning given to that term in the Corporations Act 2001 (Cth).

"Saver Fare" means any special, promotion or discounted fare on point to point ticket.

"Standard Luggage" includes any bag or suitcase, boogie board, skis, snow board, golf clubs / golf bag or golf buggy.

"Subsidiaries" has the meaning given to that term in the Corporations Act 2001 (Cth).

"Ticket" means any Express Ticket, Travel Pass or Adventure Bookings issued by us or one of our Authorised Agents to a Passenger containing details of the Booking, including an E-Ticket.

"Travel Pass" means all hop on hop off passes to use on our Coach network between set destinations or on an allocated kilometer allowance and includes Hop On Hop Off, Short Hop and KM Passes.

"Unaccompanied Child Form" means the form that must be completed by the parent or guardian of an unaccompanied child between the ages of 12 to 14 (inclusive) before that child will be permitted to travel with us and which can be found on our website or by calling us on 1300 GREYHOUND (1300 473 946).

"us", "we" or "our" means Greyhound Australia Pty Ltd and its Subsidiaries and Related Bodies Corporate, its officers, employees, agents and subcontractors.

1 TICKET RESERVATIONS

1.1 We will not be bound to provide any goods or services to any Passenger unless that Passenger has reserved a seat and paid for their Ticket in full.

1.2 Tickets must be paid for at least 24 hours prior to the scheduled departure date and time. Passengers that fail to do so may have their Ticket cancelled.

1.3 A Ticket entitles the person named on it to occupy one seat on the designated Coach while that Coach travels between the destinations stated on the Ticket.

1.4 We reserve the right to restrict available seats to all ticket types at any time without notice.

1.5 We are not responsible or liable for any lost, stolen or damaged tickets.

2 FEES, CHARGES & PRICING

2.1 All quoted fares (whether on our website, at one of our terminals, through our call centre or from one of our Authorised Agents) are subject to change prior to payment by the Passenger.

2.2 Passengers should ensure that they confirm the applicable fare amount, through one of the channels listed in clause 2.1 above, prior to paying for their Ticket.

2.3 Our fares incorporate a fuel surcharge which will be identified as a separate item in the total fare specified to the Passenger at the time of payment.

2.4 All Tickets booked by credit card will incur a fee of 2%.

2.5 All Bookings made through our call centre will incur a booking fee (including Bookings to add or change a sector on an existing Booking). This fee will be included in the total fare at the time of payment, or in the case of a change to an existing Booking, will be payable by credit card at the time of changing the Booking.

2.6 Parents or guardians accompanying an Infant must purchase a Ticket for themselves and must pay 50% of the standard adult fare for a Ticket for the Infant. If the same parent or guardian wishes to accompany a second Infant, that second Infant will receive a Ticket for free. Any additional Infants accompanied by the same parent or guardian will be charged at 50% of the standard adult fare for a Ticket.

2.7 Infants who are accompanied by 2 fully paying Passengers will receive a Ticket for free (up to a maximum of 2 Infants).

3 DEPARTURES

3.1 Passengers must be at the departure point specified on the Ticket at least 20 minutes before the allocated departure time on the Ticket.

3.2 Passengers may be refused carriage if they arrive less than 20 minutes before the allocated departure time on the Ticket.

3.3 We will endeavour to adhere to the departure and arrival times stated on the relevant Ticket but, subject to any rights that a Passenger may have as a Consumer, are not liable for any failure to meet those times.

3.4 All Passengers must, at the time of boarding the Coach, have their Ticket, or in the case of an E-
4 BAGGAGE

4.1 Subject to clause 4.2, Passengers are entitled to two pieces of Standard Luggage on our Coaches.

4.2 Additional baggage may be charged at rates that we determine in our absolute discretion.

4.3 Passengers may make a request to bring non-standard items of Luggage on our Coaches, which if approved by us in our absolute discretion will be charged as follows:

(a) $15 per surfboard, surf-ski or sailboard;
(b) $49 per assembled pushbike;
(c) $25 per disassembled pushbike;
(d) $25 per boxed pushbike; and
(e) any other non-standard items of Luggage may be charged at rates that we determine in our absolute discretion.

4.4 All items listed in 4.3 above must be accompanied by a Passenger.

4.5 Prams and wheelchairs may be brought on board our Coach free of charge regardless of how much Luggage the Passenger has.

4.6 Express Ticket Passengers whose journey includes a number of sectors will only be charged once per item (not charged per sector).

4.7 Surfboards, surf-skis and sailboards must be packed well in damage absorbent material and will have a maximum length of 2 metres.

4.8 Disassembled pushbikes must have the front wheel off and taped to the frame, pedals removed, chain removed or covered.

4.9 All Luggage (Standard Luggage and non-standard) must weigh no more than 20kg.

4.10 Passengers are entitled to 1 item of Hand Luggage which must not weigh more than 8kg.

4.11 Passengers must remove all Hand Luggage while disembarking at meal, rest and other stops.

4.12 Subject to clause 20:

(a) all Luggage, including Hand Luggage, is the sole responsibility of the Passenger;
(b) we accept no responsibility, and shall not be liable for any damage to, or loss of, any Luggage, whilst in our possession or care, whether caused by our negligence, recklessness, wilful misconduct or otherwise. We recommend that you carry any personal items including fragile or valuable items on your person; and
(c) personal travel insurance is not included with your Ticket. It is recommended that you obtain adequate insurance before travelling with us.

4.13 Any Luggage or Hand Luggage that is left aboard a Coach or in our terminal will be carried to a central point and stored at the Passengers risk for no more than 3 months. An administration fee of $25 may apply for the return of lost Luggage or Hand Luggage and any freight expenses incurred in the return of lost Luggage or Hand Luggage will be incurred at the Passengers expense.

4.14 The Passenger warrants that their Luggage or any other goods taken or placed on the Coach will not, either directly or indirectly, cause any loss or damage of any kind whatsoever to us, our staff, any other passengers, any Luggage, other goods or the Coach.

4.15 Passengers with wheelchairs will be required to sit in a Coach seat and to stow their wheelchair in our storage bins.

5 WIFI & USB CHARGING

We will endeavour to provide access to WiFi and USB Charging on specified services. The speed and reliability of WiFi and USB Charging depend on a number of factors, including but not limited to:

(a) the capability of devices connecting to WiFi and USB Charging;
(b) the availability of the telecommunications network providing WiFi;
(c) the physical location of the coach;
(d) the level of usage of WiFi and USB Charging on each coach; and
(e) signal interference and general internet congestion.

We do not guarantee that access to WiFi and USB Charging will be continuous, fault-free, secure or accessible at all times and will not be liable to provide partial or full refunds due to unavailability of WiFi and USB Charging.

6 NO SMOKING

Smoking is not permitted aboard our Coaches or in our terminals at any time.

7 MINIMUM DRESS STANDARDS

We reserve the right to refuse carriage to Passengers who do not comply with our minimum of dress standards which include a shirt, shorts/trousers/skirt and footwear.

8 PERSONAL HYGIENE

8.1 Passengers must be sufficiently washed and clean prior to boarding the Coach. Any Passenger who, in our opinion including the opinion of the driver or any of our staff, is objectionable to other Passengers or staff, may be asked to bathe themselves prior to boarding and/or may be required to travel on another service.

8.2 Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 8.1 above will be borne by the Passenger.

9 DRUG OR ALCOHOL INTOXICATION

9.1 We may refuse carriage to, or remove from our Coaches, any Passenger that we or our staff believe (acting reasonably) is intoxicated by drugs and/or alcohol and who may, or may not, pose a potential threat to themselves, others or property.

9.2 Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 9.1 above will be borne by the Passenger.

10 VIOLENT, DISORDERLY & AGGRESSIVE BEHAVIOUR

10.1 Violence, disorderly conduct and aggression will not be tolerated on our Coaches or at the terminal.

10.2 Passengers may be removed from a Coach or refused entry on to a Coach to prior to reaching their destination if, in our opinion including the opinion of our staff, they demonstrate violent, disorderly or aggressive behavior.

10.3 Any additional costs to us or the Passenger which are incurred as a result of our exercise of clause 10.2 above will be borne by the Passenger.

The Passenger will be deemed to have travelled the relevant sector of the Ticket for which they were removed from the Coach and/or refused entry onto the Coach and will not be entitled to any refund or exchange.

11 OTHER REASONS FOR REFUSAL OR REMOVAL

We may refuse entry of any Passenger onto our Coach, or may remove a Passenger from the Coach if, in our reasonable opinion (or that of our staff):

(a) the Passenger is in breach of any of these Terms;
(b) there is a risk that the Passenger or the Passenger’s Luggage may cause disturbance, distress or discomfort, to any other Passenger or the driver or any of our staff; or
(c) there is a risk that the Passenger may interfere with the safety of the other Passengers, the driver, our staff or our Coaches.

12 DISABLED PASSENGERS

12.1 It is the Passenger’s responsibility to disclose to us any physical or mental condition that may hinder access to, from or while on our Coaches.

12.2 Passengers must be able to board, disembark and move around the Coach unaided or with minimal assistance from the Coach driver.

Passengers must also be willing and able to comply with time restrictions and regulations at meal and other stops. Any passenger who cannot perform these functions unaided must be accompanied by a carer for the duration of the journey.

12.3 Drivers may provide minor assistance to a Passenger where required where they deem it safe to do so.

12.4 A Frequently Asked Questions document for Passengers travelling with mobility aids can be downloaded from our website or by contacting us on 1300 GREYHOUND (1300 473 946).

13 ASSISTANCE DOGS

13.1 For passengers with a disability who require an Assistance Dog to travel with them, a certified Assistance Dog can travel with them for free when in the company of the passenger. It is the passenger’s responsibility to disclose to Greyhound Australia if they will have an Assistance Dog travelling with them.

13.2 Subject to availability, an extra seat will be allocated for the Assistance Dog. If two seats together are not available, the passenger may need to choose another service that has sufficient seats available.

13.3 The same rights and responsibilities are extended to trainers of Assistance Dogs when the Assistance Dog accompanies them and is in training.

13.4 A Special Assistance and Needs document for Passengers travelling with an Assistance Dog can be downloaded from our website or by contacting us on 1300 GREYHOUND (1300 473 946).

14 SERVICE DELAYS & CANCELLATIONS

Frequently Asked Questions document for information on 1300 GREYHOUND (1300 473 946).
14.1 Our services may be delayed or cancelled due to an Event of Force Majeure. Affected Passengers will be entitled to use their Ticket (or where only one sector is affected, to travel that sector) for a period of 6 months from the date of purchase.

14.2 We will use our reasonable endeavours to assist Passengers to find another available service in such circumstances, and will not be responsible for any costs incurred by Passengers as a result of a delay or cancellation. This clause does not affect any rights or remedies under the Australian Consumer Law which can not be excluded, restricted or modified.

15 INFANTS, MINORS AND UNACCOMPANIED CHILDREN

15.1 Infants must be accompanied by a parent (of any age) or a guardian (who must be 18 years of age or older).

15.2 Subject to clause 15.5 below, Minors must be accompanied by a Chaperone.

15.3 A Chaperone takes full responsibility for the Minor during the journey and may be in charge of more than one Minor on a Coach.

15.4 A Chaperone discount of 50% of full adult fare may be provided at our absolute discretion where the Chaperone returns to his or her original destination on the next available service.

15.5 Unaccompanied children between the ages of 12 and 14 (inclusive) who have a valid Ticket may be accepted for travel if their parent or guardian is present at the terminal on departure and that parent or guardian hands over a signed Unaccompanied Child Form to the driver of the Coach prior to departure. A parent or guardian identified in the Unaccompanied Child Form (and able to provide photo identification to prove this to be the case) must be present to sign for the child upon arrival at the destination. If no parent or guardian is present, we will take the child to the nearest forward police station (i.e. the next police station on the Coach's forward journey). A child under the age of 12 will not be permitted to travel on services connecting services even where they have a valid Ticket unless the child's parent or guardian that signed the Unaccompanied Children Form is present at the service change.

16 YOUR PRIVACY

All Passenger information will be subject to our privacy policy which can be found on our website or by contacting us on 1300 GREYHOUND (1300 473 946).

17 COACHES

We may substitute any Coach for another vehicle of suitable quality and safety in our absolute discretion. Substitute Coach's may not have restroom facilities, in which case we will make appropriate restroom stops along the journey (in our reasonable discretion).

18 REFUNDS, CHANGES AND TRANSFERS

18.1 Subject to any other right or remedy the Passenger may have under the Australian Consumer Law, we do not offer refunds to Passengers who:

(a) fail to board the Coach they have booked to travel on;

(b) are removed from the Coach for the reasons set out in clauses 9, 10 or 11 of these Terms;

(c) have been refused travel in accordance with clauses 7 or 8 of these Terms; or

(d) in the circumstances set out in clause 14 of these Terms.

18.2 In addition to clause 19.1 above and subject to any other right or remedy the Passenger may have under the Australian Consumer Law, our policy for Ticket refunds, changes and transfers is set out in the Schedule to these Terms.

18.3 You acknowledge and agree that the cancellation fees set out in the Schedule constitute a genuine pre-estimate of our loss if you cancel your Ticket.

18.4 Despite clauses 18.1 and 18.2, we may decide to offer a refund to a Passenger in our absolute discretion.

18.5 If Premium Upgrade is purchased, the ticket can be changed / refunded but not transferred, the ticket value will refunded excluding credit card surcharge and Premium amount.

19 ADVENTURE BOOKINGS

19.1 We may arrange Adventure Bookings on your behalf with other service providers. You acknowledge and agree that we act as agent only in respect of such bookings and that our obligation is to make bookings on your behalf and to arrange relevant contracts between you and relevant service providers and that those bookings are subject to the terms and conditions of the relevant service provider.

19.2 Subject to clause 20 below, we have no responsibility for any activities conducted in respect of any Adventure Bookings nor do we make or give any warranty or representation regarding their standard. All bookings are made on your behalf subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse for those services is against the specific provider and not us. If for any reason (excluding fault by us) any service provider is unable to provide the services for which you have contracted, your remedy lies against that provider and not with us.

20 LIMITATION OF LIABILITY

20.1 Subject to clauses 20.2 and 20.3:

(a) all conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to any goods or services by us to Passengers under these Terms;

(b) our accumulated liability under this agreement is limited to the cost of the Ticket purchased by the Passenger;

(c) we exclude any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, loss of goodwill, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by a Passenger under or in connection with these Terms;

(d) subject to these Terms, we are not liable for any loss or damage arising out of or consequential upon, directly or indirectly, any abandonment of, delay in departure or delay during any trip howsoever caused;

(e) we are not liable for any loss, damage, cost, expense or liability incurred by the Passenger as a result of an act or omission of a Carrier; and

(f) we are not liable for any death, injury, sickness suffered by any Passenger or for any cost, loss, damage, liability or expense of any kind whatsoever suffered or incurred by a Passenger, including in respect of any theft or loss of the Passenger’s Luggage.

20.2 The Australian Consumer Law provides Consumers with a number of protections and Consumer Guarantees that cannot be excluded or limited. These Terms, and in particular the limitations of liability set out in these Terms including but not limited to clause 20.1, are therefore subject to, and will not apply to the extent that they limit or exclude, such protections and Consumer Guarantees applicable to Consumers. However where the Australian Consumer Law permits us to limit the remedies available to us in respect of a Passenger for a breach of a Consumer Guarantee, we hereby limit the remedies available to our Passenger, at their option, in the case of goods, to the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of having the goods repaired or replaced or having equivalent goods supplied and, in the case of services, to supplying the services again or paying the cost of having the services supplied again.

20.3 To the extent that we are deemed to supply recreational services (as defined in the Australian Consumer Law), and provided we are not deemed to have engaged in reckless conduct (as that term is defined in the Australian Consumer Law) we are not liable to any Passenger for:

(a) death;

(b) physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);

(c) the contraction, aggravation or acceleration of a disease of an individual; or

(d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:

(i) that is or may be harmful or disadvantageous to the individual or community; or

(ii) that may result in harm or disadvantage to the individual or community.

21 GOVERNING LAW

These Terms are governed by and to be construed in accordance with the law of the State of Queensland. Any proceedings against us shall be brought in the State of Queensland.

22 BENEFIT OF TERMS

Greyhound Australia Pty Ltd holds the benefit of these Terms for itself and on trust for each of its Subsidiaries, Related Bodies Corporate, officers, employees, agents, subcontractors and any Carrier.
## Schedule – Refunds / Changes / Transfers

<table>
<thead>
<tr>
<th>Ticket Type</th>
<th>Refund rules</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Booking Fees</strong></td>
<td>Booking fees and change fees for processing the ticket through the call centre will not be refunded.</td>
</tr>
<tr>
<td><strong>Agent Bookings</strong></td>
<td>All refund requests need to go back to original issuing agent.</td>
</tr>
<tr>
<td><strong>Flexi Fares</strong></td>
<td><strong>Flexi Fares</strong> entitle the Passenger to:</td>
</tr>
<tr>
<td></td>
<td>a) keep the date of their Booking open for 3 months from the date of purchase; and</td>
</tr>
<tr>
<td></td>
<td>b) transfer to another date or time up to 15 minutes before the original booking departure time. After this time, the Ticket will be forfeited and sector will be registered as a fail to board the Coach.</td>
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<tr>
<td></td>
<td>c) If Premium Upgrade is purchased at time of booking, then customer can request change of date &amp; time, refund (excluding credit card surcharges and Premium Upgrade fee)</td>
</tr>
<tr>
<td><strong>Saver Fares</strong></td>
<td>Refunds, changes and transfers are not available for Saver Fares unless Premium Upgrade is purchased at time of booking.</td>
</tr>
<tr>
<td><strong>Short Hop &amp; Commuter Passes</strong></td>
<td>No refund:</td>
</tr>
<tr>
<td></td>
<td>a) when travel has commenced.</td>
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<tr>
<td></td>
<td>Refund available:</td>
</tr>
<tr>
<td></td>
<td>a) upon payment of $25 cancellation fee (and no credit card surcharge applied will be refunded).</td>
</tr>
<tr>
<td><strong>Hop On Hop Off &amp; KM Passes</strong></td>
<td>No refund:</td>
</tr>
<tr>
<td></td>
<td>b) when travel has commenced.</td>
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<tr>
<td></td>
<td>Refund available:</td>
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<tr>
<td></td>
<td>b) upon payment of $100 cancellation fee (and no credit card surcharge applied will be refunded).</td>
</tr>
<tr>
<td><strong>Adventure Bookings</strong></td>
<td>No refund:</td>
</tr>
<tr>
<td></td>
<td>There will be no refund if:</td>
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<tr>
<td></td>
<td>a) Booking is cancelled less than 7 days prior to the intended travel date = 100% cancellation fee</td>
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<tr>
<td></td>
<td>b) A Booking is failed to load or not notified to the Supplier of any changes prior to intended travel date, or</td>
</tr>
<tr>
<td></td>
<td>c) A Booking is changed and subsequently cancelled</td>
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<td></td>
<td>Refund available:</td>
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<td>A refund is available:</td>
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<td></td>
<td>d) If the booking was open-dated and cancelled = 25% fee</td>
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<tr>
<td></td>
<td>e) If the booking is cancelled more than 7 days prior to the intended travel date = 50% cancellation fee</td>
</tr>
<tr>
<td></td>
<td>f) Refunds will be processed back to the passenger in the same manner the booking was made</td>
</tr>
<tr>
<td></td>
<td>g) Where the booking was paid for by kilometre exchange, Greyhound Adventures will refund back kilometres to the passenger’s kilometre pass</td>
</tr>
<tr>
<td><strong>Packages</strong></td>
<td>No refund:</td>
</tr>
<tr>
<td></td>
<td>There will be no refund where:</td>
</tr>
<tr>
<td></td>
<td>a) the package has expired;</td>
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<tr>
<td></td>
<td>b) a travel date has already been booked for travel or tours (ie the 1st sector of travel has been booked), or</td>
</tr>
<tr>
<td></td>
<td>c) the customer has redeemed part of the package and the supplier has invoiced us for it</td>
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<tr>
<td></td>
<td>d) The personal details on the Pass do NOT match the person requesting the Refund, or</td>
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<tr>
<td></td>
<td>Refund available:</td>
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<tr>
<td></td>
<td>A refund is available:</td>
</tr>
<tr>
<td></td>
<td>a) A refund is available for Package bookings where no travel or tour date has been entered</td>
</tr>
<tr>
<td></td>
<td>b) $100 cancellation fee applies</td>
</tr>
</tbody>
</table>