

Terms and Conditions

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

1. General

1.1 The schooliesandbeyond.com website is operated by AFP Travel Pty Ltd, trading as Newport Travel (ABN 76097462185 and Travel Agent Licence number 2TA5251)

1.2 Please read the following terms and conditions carefully as these conditions incorporate the basis on which bookings via the Schooliesandbeyond.com website are accepted.

1.3 By using the Schooliesandbeyond.com website, you agree to be bound by these terms and conditions and also the provisions of our Privacy Policy.

1.4 NEWPORT TRAVEL reserves the right at any time to vary, revise, add, amend, modify or delete the Schooliesandbeyond.com website including these terms and conditions. The amended terms and conditions will take effect immediately upon being posted on the Schooliesandbeyond.com website and.

1.5 The laws of NSW govern the operation of the Schooliesandbeyond.com website and you agree to submit to the non-exclusive jurisdiction of the Courts of NSW.

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 the Schooliesandbeyond.com website is provided in good faith and NEWPORT TRAVEL and believe it to be accurate. However if you wish to obtain services from the Schooliesandbeyond.com website you should not rely solely on the information on the Schooliesandbeyond.com website but should make specific enquiries concerning the nature of the accommodation, tours and services and their suitability for your personal needs by contacting the service providers directly.

2.2 Unless otherwise stated all information on the Schooliesandbeyond.com website 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 NEWPORT TRAVEL and the Schooliesandbeyond.com website 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 the Schooliesandbeyond.com website.

2.4 To the extent permitted by law NEWPORT TRAVEL and the Schooliesandbeyond.com website 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 the Schooliesandbeyond.com website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the website known collectively as the "Terms of Use".

3.2 By continuing to use and access the Schooliesandbeyond.com website 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 NEWPORT TRAVEL may at any time vary, revise, add, amend, modify or delete any part of these Terms of Use or the Schooliesandbeyond.com website by publishing the variations on the Schooliesandbeyond.com website. 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 the Schooliesandbeyond.com website .

4. Website Information

4.1 The Schooliesandbeyond.com website discloses information about travel locations, dates, packages, information about the Schooliesandbeyond.com website and many other things.

4.2 Some of this information is supplied to us by third party providers including hotels and accommodation providers and tour operators. 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 the Schooliesandbeyond.com website with the relevant third party provider.

5. 2012 Schoolies Dates

5.1 At the time of launch it is believed that the dates for 2012 schoolies week are as follows:

Week 1 17 Nov - 24 Nov QLD Schoolies

Week 2 24 Nov - 1 Dec NSW & VIC Schoolies

These dates are subject to confirmation from the Department of Education

6. How to make a booking

6.1 Bookings can be made over the internet at the Schooliesandbeyond.com website or by calling our Newport Travel on 02 99971277

6.2 Reservations are subject to availability and actual pricing at the time of booking.

6.3 Accommodation arrangements are based on using existing bedding only, i.e. this could mean sharing a double bed.

6.4 All rates quoted are on a "per person" basis and are inclusive of GST for Australian services. All rates quoted do not include Bonds.

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

6.6 The Schooliesandbeyond.com website cannot be held liable for omissions, errors, alterations to property facilities and services, whether temporary or permanent.

7. Minors

7.1 If you are under the age of 18 years of age, your parent or guardian must make the booking via the schooliesandbeyond.com website.

7.2 If you are a minor you cannot make a booking using the Schooliesandbeyond.com website.

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

7.4 By making a booking via the Schooliesandbeyond.com website, whether or not on behalf of a minor, you are deemed to have accepted the Terms of Use.

8. Special requests

8.1 NEWPORT TRAVEL will endeavour to accommodate any special requests but does not guarantee any special requests made.

9. Deposit

9.1 Any person making a booking shall be deemed to have read and accepted, and by making the booking, represents to the Schooliesandbeyond.com website and NEWPORT TRAVEL that he or she is authorised to accept the Terms of Use on behalf of all persons named in the booking.

9.2 A minimum deposit of \$110.00 per person must be received by Newport Travel to confirm a booking from the Schooliesandbeyond.com website. All deposits are non-refundable.

9.3 Deposits can only be paid through Newport Travel - at the shop, by eft or by email

9.4 Payment of a deposit will indicate acceptance of the Terms of Use of the Schooliesandbeyond.com website packages.

9.5 If you are making a booking less than 60 days prior to check-in or tour departure then you are required to pay the total amount payable (including all Bonds) at the time of booking.

10. Bali & Fiji Packages

10.1 For overseas packages and tours a non refundable deposit of \$300 is required at time of booking. Name changes are not permitted. Final payment is due 31 July.

10.2 Fees apply for any date or package changes.

10.3 Most packages and tours will run subject to minimum tour numbers. If minimum numbers are not reached the tour operator or service provider concerned reserves the right to cancel the service. If this occurs deposits will be refunded in full.

10.4 Prices are subject to change and may be adjusted at any time without notice. Price changes may occur as a result of factors outside of our control. Such factors may include (but are not limited to) currency fluctuations, fuel surcharges, taxes and airfare increases.

10.5 All Schoolies participants will be required to show proof of adequate Travel Insurance at time of travel. Failure to provide proof of valid travel insurance may result in your schoolies booking being cancelled and all monies paid being forfeited

11. Your Warranties

11.1 You warrant that:

11.1.1 you are at least 18 years of age and can use the Schooliesandbeyond.com website and create legal binding obligations for any liability you may incur as a result of using the Schooliesandbeyond.com website ;

11.1.2 you are responsible (financially and otherwise) for all uses of the Schooliesandbeyond.com website by you and those using the Schooliesandbeyond.com website using your login details, including your password;

11.1.3 the information you supply via the Schooliesandbeyond.com website is accurate and not misleading, deceptive or likely to be mislead 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 the Schooliesandbeyond.com website .

12.3 By making a change to your booking, you represent to NEWPORT TRAVEL and the Schooliesandbeyond.com website 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 NEWPORT TRAVEL and the Schooliesandbeyond.com website are not responsible for any disagreements within your group.

13. Travel documents

13.1 Travel documents will be made available to you 21 days prior to check-in or departure.

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

14. Cancellations of bookings

14.1 Any cancellation that is made 60 days or more prior to check-in will forfeit all deposits and airfares paid in respect of the booking.

14.2 Any cancellation made within 60 days of check-in will forfeit the full cost of the booking excluding Bonds.

14.3 Cancellations can be made via the Schooliesandbeyond.com website or by contacting Newport Travel by email

14.4 Cancellations cannot be made by phone.

14.5 NEWPORT TRAVEL and the Schooliesandbeyond.com website is not responsible for informing group members that a person in their group has cancelled or that the booking has been cancelled in full.

14.6 No refunds will be given for an early departure.

15. Travel insurance

15.1 We recommend that you and all members of your group purchase adequate travel insurance at the time of booking to cover unforeseen cancellation costs as well as providing cover while you are away

15.2 NEWPORT TRAVEL and the Schooliesandbeyond.com website take no responsibility for any misadventure that prohibits a group or a group member from travelling.

16. House Rules

16.1 House Rules are the individual accommodation provider's terms and conditions.

16.2 You, and all members of your group, agree to abide by these terms and conditions during your stay.

16.3 The group organiser must ensure that all members have read the House Rules for your accommodation.

16.4 By confirming this booking you are confirming that you and all members of your group have read and agreed to the House Rules.

16.5 House Rules can be viewed by selecting the building name in the building list page on the Schooliesandbeyond.com website and selecting the House Rules icon.

16.6 Accommodation providers reserve the right to be able to change their house rules without notice.

17. Information on our Websites

17.1 NEWPORT TRAVEL and the Schooliesandbeyond.com website endeavours to ensure that all information displayed on the Schooliesandbeyond.com website is correct.

17.2 NEWPORT TRAVEL and the Schooliesandbeyond.com website will not be held responsible for any errors in content.

17.3 Please contact us if you have any queries regarding published information.

18. Schoolies Right to Amend

18.1 NEWPORT TRAVEL and Schoolies & Beyond organises and arranges the tours and accommodation pursuant to the contractual arrangements it has with tour operators and apartment owners and managers. NEWPORT TRAVEL and the Schooliesandbeyond.com website does not occupy or have any control over any hotel, apartment or unit and, as such, NEWPORT TRAVEL and the Schooliesandbeyond.com website are not liable for any damage or loss, whether to personal property or howsoever arising, to any person who has booked accommodation through the Schooliesandbeyond.com website.

18.2 NEWPORT TRAVEL and the Schooliesandbeyond.com website cannot guarantee the availability of accommodation and NEWPORT TRAVEL and the Schooliesandbeyond.com website reserves the right to change bookings. NEWPORT TRAVEL and the Schooliesandbeyond.com website reserves the right at any time, in its absolute discretion, to modify any accommodation or to cancel the same without notice.

18.3 Whilst NEWPORT TRAVEL makes every effort to ensure that all prices on the Schooliesandbeyond.com website are accurate and up to date sometimes errors do occur and the prices stated are incorrect. NEWPORT TRAVEL and the Schooliesandbeyond.com website reserve the right to alter accommodation prices on the Schooliesandbeyond.com website 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, NEWPORT TRAVEL or the Schooliesandbeyond.com website will use its best endeavours to notify you of the mistake, error or omission.

18.4 Confirmation of bookings and invoices are subject to re-issue if NEWPORT TRAVEL or the Schooliesandbeyond.com website discovers a pricing mistake, error or omission.

18.5 Upon NEWPORT TRAVEL or the Schooliesandbeyond.com website notifying you of the mistake, error or omission you can either agree to accept the amended price or you may cancel your booking.

19. Media

19.1 NEWPORT TRAVEL and the Schooliesandbeyond.com website 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 NEWPORT TRAVEL or the Schooliesandbeyond.com website customer.

20. Email Updates

20.1 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 info@schooliesandbeyond.com

21. Your Privacy

21.1 We will handle your personal information in accordance with the terms and conditions set out in our Privacy Policy which is posted on the Schooliesandbeyond.com .

22. Links and Third Party information

22.1 Schooliesandbeyond.com contains links to sites operated by persons and companies outside of the Schooliesandbeyond.com website . 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.

23. Intellectual Property Rights

23.1 The copyright and other intellectual property in the Schooliesandbeyond.com website is owned by NEWPORT TRAVEL or by a third party who has given NEWPORT TRAVEL and the Schoolies.com websites permission to use them.

24. Trademarks

24.1 Any and all Trademarks shown on the Schooliesandbeyond.com website are the trademark of their respective owners.

25. Indemnity

25.1 You, and all members of your group agree to indemnify NEWPORT TRAVEL and the Schooliesandbeyond.com website 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 the Schooliesandbeyond.com website and any breach by you of the Terms of Use and any other legal obligation.