

Consumer Terms and Conditions

Please ensure you have read and understood the below terms and conditions that are associated with your booking. If any conditions are unclear and you would like further information, please contact RAA on 8202 4600.

In these terms and conditions RAA means Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807 and its subsidiaries.

SA Holiday Experiences

Through "Experience South Australia" RAA utilises a range of tourism and leisure products (**third party travel products**) provided by suppliers (**third party travel product providers**) in order to create "Experience South Australia".

These products are available on this website (the "Experience South Australia **Website**"). The website provides a means by which you can review material and purchase products provided by suppliers. These products can also be reviewed and purchased at an RAA Shop or over the phone.

Third party travel products may include (without limitation) cruises, accommodation, bus or train trips or tour packages representing a combination of these things. The only items included in your booking are those expressly stated in your booking confirmation.

RAA's Role

RAA's role is to provide a means by which you can acquire third party travel products from third party travel product providers. We do not supply the products to you.

The information on this website relating to a third party travel product is provided by the relevant third party travel product provider and not by RAA and RAA cannot guarantee the accuracy of the information provided to it by third party travel product providers. RAA's role is explained further below under "The Service We Provide".

Application

These terms and conditions apply to bookings made through this Experience South Australia Website and over the phone or in an RAA Shop.

Pricing

All pricing rates are based on dynamic pricing and may fluctuate without notice. All prices and availability are subject to change until you have paid for your booking in full. Blackout periods may apply.

You must pay for your booking in full at the time you make that booking.

Changes

Changes may be made through this website for bookings made online or over the phone. For bookings made in an RAA Shop, please call RAA on 8202 4600 or visit an RAA shop. Some products may not be available if you change the dates of your booking.

Changes to bookings are permitted 7 days or more prior to your initial travel date and are subject to availability.

Changes to bookings are not permitted less than 7 days from your initial travel date. All rates are based on dynamic pricing and are subject to change without notice. If the price of your holiday increases as a result of your change, the difference is payable upon confirmation of your amendments.

If the price of your holiday decreases as a result of your change, the difference is refunded upon confirmation of your amendments.

All bookings are non-transferrable.

Cancellations

Cancellations may be made through this website for bookings made online or over the phone. To cancel bookings made in an RAA Shop, please call RAA on 8202 4600 or visit an RAA shop.

Cancellations are permitted 7 days or more before your initial travel date.

Bookings within 7 days from your initial travel date are non-cancellable and non-refundable.

In certain extenuating circumstances, RAA will consider issuing a credit note during the non-refundable period for RAA members only. To be considered for a credit note, RAA must be notified by phone on 8202 4600 prior to the initial travel date. Credit notes are offered at the absolute discretion of RAA.

Refunds

Refunds will be processed to the credit card used to originally purchase your holiday. Refunds are processed instantly though may take several business days to appear in your account. For bookings made in an RAA Shop using other payment method please call RAA on 8202 4600 or visit an RAA Shop.

Payment

Full payment is required to book and confirm your travel arrangements. No booking will be created until full payment has been successfully processed. For bookings made online or over the phone, payments are only accepted through Visa and MasterCard. RAA Shops can accept cash, cheque/money order, credit card or Eftpos.

Your undertakings to RAA

You undertake that:

- You are 18 years of age or older;
- You are making the booking either for yourself or on behalf of another person(s) who has authorised you to make the booking on their behalf or are making the booking as a gift in circumstances where you in good faith believe the gift will be accepted;
- You have considered whether given your circumstances you should take out travel insurance and have either taken out such insurance or made a decision that given your specific financial and other circumstances you do not require such insurance;

- All information you enter into this Website or otherwise provide to RAA is accurate and correct. You should appreciate some third party travel product providers may refuse travel if a person's name on their identification documents (for example passport) does not match their booking details;
- If due to any change in circumstances any information you have notified to us ceases to be accurate then you will notify us as soon as is practicable after you become aware of that change in circumstances.

Where you acquire a third party travel product on behalf of another person then any references to you in these terms and conditions, include, in respect of that product, both you and that other person.

Member Discounts

Member discounts are an additional discount that RAA includes on Experience South Australia product. These are exclusive to RAA members who purchase a product from "Experience South Australia".

RAA Member discounts are only available to personal RAA Members.

RAA Member discounts are only available when booking an Experience South Australia product where an included Member discount is advertised.

Discounts are given at the point of purchase. RAA Member discounts are non-transferable.

Non-members and commercial RAA members are excluded from receiving Member discounts.

Third Party Fees and charges

You are responsible for paying for any items not included in your booking that you purchase during the course of your holiday (for example meals or incidental purchases

The only items included in your booking are those expressly stated in your booking confirmation. RAA has no liability for such items (including no liability to pay for them or to remit funds to make payment for them and no liability for the provision of such items).

Travel Insurance

RAA highly recommends Travel Insurance for all bookings. Please visit our website www.raa.com.au for a quote and to review the PDS.

General

Should your selected product not be available after booking for any reason (including where an error has been made in the booking or where accommodation, a tour or other third party travel product is over-booked), RAA has, subject to your rights under the Australian Consumer Law, the right to find an alternative product for you of equal standard through the relevant third party travel product provider.

If there is an inconsistency between RAA cancellation, amendment and payment conditions and those of the third party travel product provider applicable to your booking, then the RAA conditions will override the provider conditions to the extent of the inconsistency. This excludes houseboat change and cancellation terms where the third party travel product provider conditions will prevail over any inconsistent RAA conditions.

All information on this Website relating to third party travel products is provided by the relevant third party travel product provider or other third parties who are independent of RAA. RAA cannot guarantee the accuracy of the information provided. RAA does not make any representation or warranty as to the accuracy of this information.

RAA relies on sophisticated technology to offer our online booking services. From time to time this technology needs to be serviced or may fail. Whilst RAA will endeavour to maximise the availability of our online Holiday Experience channel, RAA makes no representation that our online travel website will be available at all times or operate flawlessly.

The Service We Provide

The service RAA provides to you is a booking and travel arrangement service. That service involves providing a means by which you can make bookings and acquire products and services from third party travel product providers of Experience South Australia products. Guarantees under the Australian Consumer Law apply to the way we provide you this service and provide you with certain rights. You pay us an amount for providing this service. You do not pay us for providing the underlying third party travel products. Payments for those products are collected by us as agent for the relevant third party travel product provider and remitted to them.

RAA acts as the agent of third party travel product providers so as to enable you to enter into contracts with them to provide to you the underlying third party travel product. We do not provide to you the underlying third party travel product; for example the accommodation, tours, train or bus transport or cruise. These are provided to you by the applicable third party travel product provider and the terms upon which these are provided to you are set out in the contract you have with that third party travel product provider. We are not party to that contract and have no liability to you under that contract. Your rights in respect of any deficiency in those third party travel products and that contract are against the relevant third party travel product provider.

Liability

You agree that RAA (including its related bodies corporate and affiliates), its directors, officers, employees and agents is not liable for any loss or damage, cost or expense of any nature whatsoever and howsoever caused (whether due to breach of contract, negligence, other tort or otherwise) which results from or arises in connection with your use of or access to this Experience South Australia Website or any linked website and the material contained on this Experience South Australia Website or any linked website or which results from or arises in connection with your inability to use, or interruption to use of, this Experience South Australia Website or any linked website or which results from or arises in connection with the provision (or deficient provision) to you, or failure to provide to you (whether in part or at all) of the booking and travel arrangement service. This liability clause is subject to your rights under the Consumer Law and nothing in this clause is intended to limit any right you may have under the Australian Consumer Law.

Subject to the application of the Australian Consumer Law, we do not guarantee that this Website or any other website to which a link is provided through this Experience South Australia Website will be free from viruses or that use of this Experience South Australia Website or any linked website will be uninterrupted.

We make no representations or warranties to you of any nature in respect of your use of this Website or in respect of the information included in this Website, other than those guarantees and representations we are required to provide or make to you by virtue of the Australian Consumer Law.

Marketing and promotional offers

As per the RAA Privacy Policy, from time to time, RAA may contact you with some direct offers that may be of interest to you; however, RAA honours any request not to receive unsolicited, personally targeted promotional material. If you do not wish to receive such offers, you can register and login to MyRAA on the RAA website, and follow the prompts underneath the 'Update my details' section. You can also opt out directly via the unsubscribe link on any electronic communications, by phone **8202 4600** or by dropping in to your local RAA Shop.

Changes to these Terms and Conditions

RAA may amend these terms and conditions from time to time. The terms and conditions applicable to a use you make of this Experience South Australia Website are those published on this Experience South Australia Website at the time you use it.

RAA Website Terms and Conditions can be viewed here

<http://www.raa.com.au/about-us/terms-and-conditions> Those terms and conditions apply to the use of the RAA Website generally. The terms and conditions listed above apply to the use of this specific Experience South Australia Website. To the extent of any inconsistency between the general RAA Website Terms and Conditions and these specific terms and conditions for this SA Holiday Experiences Website, the specific terms and conditions prevail. Also clauses 1.3, 1.5, 3.1, 3.5, 4.1, 4.3, 4.4 and 4.5 of those General Terms and Conditions do not apply to use of this SA Holiday Experiences Website.

We take your privacy seriously at RAA, click here to view our Privacy Policy.

<http://www.raa.com.au/about-us/privacy-policy>