# **Terms and Conditions**

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

#### 1 General

- 1.1 The Leavers.com.au website is operated by Group Travel Manager Pty Ltd (ACN 132 055 077) ("GTM").
- 1.2 Please read the following terms and conditions carefully as these conditions incorporate the basis on which bookings via the Leavers.com.au website are accepted.
- 1.3 By using the Leavers.com.au website, you agree to be bound by these terms and conditions and also the provisions of our Privacy Policy.
- 1.4 GTM reserves the right at any time to vary, revise, add, amend, modify or delete the Leavers.com.au website including these terms and conditions. The amended terms and conditions will take effect immediately upon being posted on the Leavers.com.au website.
- 1.5 The laws of Queensland govern the operation of the Leavers.com.au website and you agree to submit to the nonexclusive jurisdiction of the Courts of Queensland.
- 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 Leavers.com.au website is provided in good faith and GTM believe it to be accurate. However, if you wish to obtain services from the Leavers.com.au website you should not rely solely on the information on the Leavers.com.au website but should make specific enquiries concerning the nature of the accommodation and services and their suitability for your personal needs by contacting the accommodation provider directly.
- 2.2 Unless otherwise stated all information on the Leavers.com.au 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 GTM and the Leavers.com.au 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 Leavers.com.au website.
- 2.4 To the extent permitted by law GTM and the Leavers.com.au website's 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 Leavers.com.au 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 Leavers.com.au 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 GTM may at any time vary, revise, add, amend, modify or delete any part of these Terms of Use or the Leavers.com.au website by publishing the variations on the Leavers.com.au 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 Leavers.com.au website.

#### 4 Website Information

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

- 4.2 Some of this information is supplied to us by third party providers including hotels and accommodation providers. 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. Accommodation providers reserve the right to change, close or remove facilities without notice
- 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 Leavers.com.au website with the relevant third-party provider.
- 4.4 Inclusion of a destination on the Leavers.com.au website does not guarantee that Leavers specific events and activities will be available.
- 4.5 Leavers.com.au is a booking agent for accommodation and has no control over any events or entertainment that State or Local Governments provide.
- 4.6 Photos of room types are indicative only. Actual rooms occupied may vary in decor and inclusions from those shown.
- 4.7 Star ratings featured on the leavers.com.au website are based on review scores from previous Leavers.com.au customers and are scored out of 5. The review score and the number of reviews that the score is based on are displayed next to the star rating. Featured reviews are a selection of written reviews submitted to Leavers.com.au

#### 5 2024 & 2025 Leavers Dates

5.1 The dates for 2024 and 2025 Leavers are as follows:

2024 - 17 Nov - 23 Nov

2025 - 23 Nov - 28 Nov

These dates are subject to confirmation.

Should these dates change, the Leavers.com.au website will automatically move all existing bookings to the correct date for the relevant state and adjust accommodation rates accordingly.

#### 6 How To Make A Booking

- 6.1 Bookings can be made over the internet at the Leavers.com.au website or by calling our Call Centre on 1300 242 868
- 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 prices are in Australian Dollars and quoted on a "per person" basis and are inclusive of GST. All rates quoted do not include Bonds (or optional extras such as event tickets and merchandise).
- 6.5 Every effort is made to ensure that the description of facilities and services provided at hotels and apartments listed on the Leavers.com.au website is accurate however these are continually being changed, upgraded and on occasion taken out of service.
- 6.6 The Leavers.com.au website cannot be held liable for omissions, errors, alterations to property facilities and services, whether temporary or permanent.
- 6.7 Rooms within some apartment and hotel complexes are privately owned. Private owners can choose to manage their rooms in a variety of ways including via the onsite management, via a 3rd party agency and/or independently. Leavers.com.au sell all rooms within a property regardless of how they are managed. Procedures for check in, key collection, check out and contact procedures during your stay will vary depending on how the individual room that you are staying in is managed. Leavers.com.au will advise you in your travel documents, which are issued 14 days prior to arrival, of the check in and out procedures for your room and will provide you with contact details for any queries during your stay.
- 6.8 Unless advertised, apartments will not be serviced during your stay.
- 6.9 Furniture, layout, facilities, services and the number of keys provided in rooms within the same apartment and hotel complex can vary greatly. Please refer to the description of your room for the minimum inclusions that you can expect.
- 6.10 Photos of rooms displayed on the Leavers.com.au website are indicative only, actual rooms occupied may vary in decor and inclusions from those shown.
- 6.11 Leavers.com.au accommodation can only be booked and paid for directly via the Leavers.com.au website or via a

registered travel agent who books directly via the Leavers.com.au website. Any persons found buying or selling Leavers.com.au accommodation via a 3rd party website will result in the accommodation being cancelled and loss of all monies paid towards the booking, possible eviction and loss of bond.

### 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 Leavers.com.au website and must consent to you staying in your Leavers accommodation unaccompanied by an adult aged 18+.
- 7.2 If you are a minor, you cannot make a booking using the Leavers.com.au 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 Leavers.com.au website, whether on behalf of a minor or not, you are deemed to have accepted the Terms of Use.

### 8 Special requests

8.1 GTM 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 Leavers.com.au website and GTM that he or she is authorised to accept the Terms of Use on behalf of all persons named in the booking.
- 9.2 The minimum amount of deposit payable for your booking must be received by the Leavers.com.au website at the time of booking payable with a credit card online or Bpay payment only. All deposits are non-refundable.
- 9.3 Deposits can only be paid via the Leavers.com.au website and will not be taken over the phone.
- 9.4 The minimum amount of deposit payable for your booking will be advised at time of booking and must be paid at the same time as you make your reservation, otherwise the Leavers.com.au website will be unable to hold your booking.
- 9.5 The deposit is non-refundable, but a person may change the name of a group member to whom the deposit relates. If this occurs, the deposit and any additional payments for the original group member will be transferred to the new group member. Name changes can be made free of charge by logging into your booking and selecting the "Replace" button. There is a \$60 fee for name changes made through the call centre.
- 9.6 Name changes cannot be made within 60 days of travel.
- 9.7 All name changes must be discussed and approved by the entire group and the new person joining the booking must be from the same friendship circle. Failure to comply with this may result in cancellation, possible eviction and loss of monies paid and bonds. Schoolies.com will not get involved with any disagreements within your group.
- 9.8 Payment of a deposit will indicate acceptance of the Terms of Use of the Leavers.com.au website packages.
- 9.9 If you are making a booking less than 60 days prior to check-in then you may be required to pay the total amount payable (including all Bonds) at the time of booking.
- 9.10 Deposit amounts are subject to change at any stage without notice.

#### 10 Leavers Bookings

- 10.1 Leavers bookings are defined as any booking made via www.Leavers.com.au or www.Schoolies.com for stays in Western Australia.
- 10.2 The accommodation balance of payment for all roommates is due no later than 21 days after booking. This includes payment for any compulsory packages as advised in the hotel description.
- 10.3 Bonds are not included in the price per person and must be paid 75 days prior to check in, or as advised in the pricing grid or hotel description and confirmation email.
- 10.4 Bond amounts and terms may vary by property. Refer to the building pricing gird and hotel information related to each property.

- 10.5 Please note that some properties have additional fees/packages that require payment by cash on check in. Where this is the case, information about these costs will be displayed in the pricing grid and hotel information and in your confirmation email.
- 10.6 Any cancellations that are made after the accommodation final balance has been paid within 21 days of making the booking, will forfeit the full cost of the booking excluding Bonds.
- 10.7 Cancellations can be made via the Leavers.com.au.au website or by emailing info@Leavers.com.au.au or info@Schoolies.com.
- 10.8 Instructions for claiming your bond refund will be provided in your travel documents.
- 10.9 GTM, Leavers.com.au & the Schoolies.com website are not responsible for informing group members that a person in their group has cancelled or that the booking has been cancelled in full.

#### 11 Fiji Packages

- 11.1 Fiji bookings a non-refundable deposit is required at time of booking. Final payment is 120 days prior to the date of your travel, which is usually around 31 July.
- 11.2 It is your responsibility to ensure you have a valid passport (including a minimum 6 months validity from return date) and any applicable visa. Should you not have enough validity on your passport, you may be refused travel with no refund applicable. All extra incurred travel expenses will be the responsibility of the traveller.
- 11.3 Final payment is 120 days prior to the date of your travel, which is usually around 31 July. Once the booking has been paid in full 120 days prior to the travel date, all monies are non-refundable.
- 11.4 A charge of \$60 per person will apply for changes to names and dates for Fiji packages. Changes to names are not permitted after final payment
- 11.5 You are not permitted to bring duty free alcohol onto the island resorts, which have an onsite, alcohol license. The resort/vessel/vehicle security and Tourist Police will conduct bag searches upon arrival. The resort/vessel/vehicle will confiscate alcohol of any kind brought onto the resort/vessel/vehicle. The resort/vessel/vehicle will not return alcohol after it is confiscated.
- 11.6 Fiji packages will run subject to minimum tour numbers. If minimum numbers are not reached GTM & the Leavers.com.au website reserve the right to cancel the tour. If this occurs deposits will be refunded in full.
- 11.7 Fiji package 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.
- 11.8 Fiji Leavers 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 Leavers booking being cancelled and all monies paid being forfeited
- 11.9 Please also refer to specific terms in the House Rules of your chosen accommodation

#### 12 Bali Schoolies

- 12.1 Leavers.com offers an accommodation and event package for School graduates over a 7 night period during the Leavers dates.
- 12.2 Bali Event Package: Events subject to minimum numbers and venues may change at time
- 12.3 Leavers.com bookings must be made by genuine Schoolies/Leavers.
- 12.4 Bali Leavers 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 Leavers booking being cancelled and all monies paid being forfeited.

#### 13 Multiple Bookings

- 13.1 If you make multiple bookings to hold rooms, you will not be refunded for any payment made on the additional booking.
- 13.2 If you would like to stay for more than seven nights, the Leavers.com.au website will treat each seven-night stay ("Tour Date") as a separate booking.
- 13.3 Each Tour Date will require a separate deposit and a Bond per person.

# 14 Your Warranties

#### 14.1 You warrant that:

- 14.1.1 you are at least 18 years of age and can use the Leavers.com.au website and create legal binding obligations for any liability you may incur as a result of using the Leavers.com.au website;
- 14.1.2 you are responsible (financially and otherwise) for all uses of the Leavers.com.au website by you and those using the Leavers.com.au website using your login details, including your password;
- 14.1.3 the information you supply via the Leavers.com.au website is accurate and not misleading, deceptive or likely to be misled or deceive; and
- 14.1.4 if you are not 18 years of age and you pay a deposit, you will forfeit the deposit paid for breach of this warranty.

#### 15 The Group Organiser

- 15.1 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.
- 15.2 You can make any changes necessary to your booking on behalf of the group via the Leavers.com.au website.
- 15.3 By making a change to your booking, you represent to GTM and the Leavers.com.au website that you have discussed any changes with your group and your group has accepted and agreed to the change.
- 15.4 It is your responsibility to inform your group of any changes that you make.
- 15.5 GTM and the Leavers.com.au website are not responsible for and will not get involved with any disagreements within your group.

#### 16 Referral/ Influencer Rewards

- 16.1 Referral/Influencer codes are a unique series of numbers and letters which are assigned to you by Leavers.com.au.
- 16.2 For each person that correctly enters your unique code during the booking process you will receive \$20 of referral dollars.For example: 5 people = \$100, 10 people = \$200, 15 people = \$300, 20 people = \$400, etc.
- 16.3 Referral Rewards will be processed monthly from Leavers.com.au to the Influencer's nominated Bank Account.
- 16.4 Referral dollars will only be validated based on referral bookings for the most immediate Leavers Year. Eg. 2022 Leavers Referral codes are not Valid until 3 December, 2021.
- 16.5 Referral codes cannot be added to a booking, after the booking has been completed and confirmed.
- 16.6 You will not earn Referral Rewards, if the person that has entered your unique code does not pay their Booking Deposit.
- 16.7 You will not be entitled to Referral Rewards if the person/s making a booking, fail to properly enter your unique code. Leavers.com.au will not be liable to you with respect to any such failure.
- 16.8 Rewards may not be sold, transferred, assigned, or combined with any other offer, discount, or promotion.
- 16.9 Your Influencer code will be de-activated and you will be disqualified from earning referral dollars if you share your code, post your code or ask people to inbox you for your code on the Leavers.com.au Facebook page, Instagram and event pages. Your code is for sharing on your own social media networks, amongst friends and on printable flyers provided by Leavers.com.au.
- 16.10 Influencers cannot use their own referral code on their own booking. If a promoter's own code is entered at time of booking, referral rewards will not be earned.
- 16.11 Influencers will be notified when promoter applications open.
- 16.12 Leavers.com.au reserves the right to change the designated referral rewards amount at any time. Influencers will be notified when amounts change. For example, if the referral rewards are \$20 per person from 1 February 31 May, promoters will earn \$20 per person for bookings using their code during that time. If referral rewards are \$15 per person from 1 June 30 September, promoters will earn \$15 per person for bookings using their code during their code during that time.
- 17 Bonds

- 17.1 Each member of the group is required to pay a Bond of at least \$200.00 payable 75 days prior to check-in.
- 17.2 A Bond is held as security against any additional cleaning, removal of excess rubbish, damage or undue wear and tear, among other things.
- 17.3 All damage, breakages and losses to property, furniture, keys or furnishings must be paid for by the group and any damage must be reported to the accommodation provider immediately.
- 17.4 It is the responsibility of the group and all members to leave the property clean and tidy. The condition of the property must be left as close as possible to the condition it was in when you began your stay.
- 17.5 Bonds will be made available for refund approximately 10 business days after check-out provided clearance from the accommodation provider has been received. Any disputes relating to bond deductions must be discussed directly with the accommodation provider. The accommodation provider is solely responsible for amendments to bond deductions.
- 17.6 To claim a bond refund, each group member will log into their account and complete a bond refund form. Once completed the form needs to be downloaded, signed and returned to the email address provided. The form must be received within 12 months of the end of your stay, or your bond will be forfeited. Once received payment will be processed within approximately 5-10 business days
- 17.7 Bonds will be refunded to your nominated bank account. All Bond forms must be signed to be processed. Any unsigned Bond forms will not be processed. Bonds will not be returned by any other means.

#### 18 Payments

- 18.1 All payments, excluding the deposit can be made via the Leavers.com.au website, or call centre, by BPAY or by credit card. All payments, if made by credit card excluding the deposit will incur a 1.5% surcharge.
- 18.2 Any fees charged to Leavers.com.au by our credit card payment provider arising from a chargeback or a disputed charge on the cardholder's credit card will be charged to the cardholder. This fee is non-refundable.

#### 19 Lay-by Payment Plan

- 19.1 You can lay-by your Leavers balance payment over a number of months. To establish a lay-by, you must first pay a nonrefundable deposit, the amount of which will be confirmed at time of booking
- 19.2 Lay-bys are available for up to 18 months and regular monthly payments will be calculated based on your final balance due.
- 19.3 Your final lay-by payment is calculated so that your Leavers booking including bond is paid in full by your Final Due Date, which is 60 days prior to travel for domestic Leavers and 120 days for international Leavers.
- 19.4 Balance due is the cost of your accommodation minus any deposit paid and plus any optional extras such as event tickets and merchandise and your \$200 (refundable) bond
- 19.5 Lay-bys may be cancelled by you at any time during the term with no charge. If you request a refund of payments made to date via lay-by, you will be charged a termination fee of \$20. The amount of your refund will be equal to the sum of all payments you have made less the non-refundable deposit, less the \$20 termination fee and any amendment fees (if applicable).
- 19.6 It is your responsibility to ensure that you have sufficient funds on your nominated card when your layby payment is due. Repeated payment failures may be treated as cancellation of the lay-by. Leavers.com.au is not required to contact you before cancelling a lay-by for non-payment. If your lay-by is cancelled, you will be entitled to a refund of the amount you have paid, less your deposit and a termination fee of \$20. If cancellation is within 60 days of travel, please refer to our standard cancellation terms
- 19.7 Any fees charged to Leavers.com.au by our credit card payment provider arising from a chargeback or a disputed charge on the cardholder's credit card will be charged to the cardholder. This fee is non-refundable.

#### 20 Final Payment

- 20.1 The accommodation balance of payment for all roommates is due no later than 21 days after booking. This includes payment for any compulsory packages as advised in the hotel description.
- 20.2 Bonds are not included in the price per person and must be paid 75 days prior to check in, or as advised in the pricing grid

or hotel description and confirmation email.

- 20.3 Bond amounts and terms may vary by property. Refer to the building pricing gird and hotel information related to each property.
- 20.4 Please note that some properties have additional fees/packages that require payment by cash on check in. Where this is the case, information about these costs will be displayed in the pricing grid and hotel information and in your confirmation email.
- 20.5 Any cancellations that are made after the accommodation final balance has been paid within 21 days of making the booking, will forfeit the full cost of the booking excluding Bonds.
- 20.6 Cancellations can be made via the Leavers.com.au.au website or by emailing info@Leavers.com.au.au or info@Schoolies.com.
- 20.7 Instructions for claiming your bond refund will be provided in your travel documents.
- 20.8 GTM, Leavers.com.au & the Schoolies.com website are not responsible for informing group members that a person in their group has cancelled or that the booking has been cancelled in full.
- 20.9 For Bali & Fiji packages, the final payment is due 120 days prior to travel. A bond is not considered paid unless the booking has been paid in full.
- 20.10 If a deposit, final payment or bond is not received by the due date GTM and the Leavers.com.au website reserves the right to cancel your booking. Refer to clause 24 for full details related to cancellation fees.
- 20.11 All prices quoted include GST.
- 20.12 Leavers.com.au will release the booking details including the name and address of a Secret Leavers hotel within 7 days of receiving final payment.
- 20.13 If an optional extra is not removed prior to final payment, payment will be required. If payment remains outstanding, the overdue amount will be deducted from your bond refund.

### 21 Amending Your Booking

- 21.1 You will be able to make the following changes to your booking via the Leavers.com.au website by using your "Booking Number" and password that is issued at the time you pay your deposit:
  - 21.1.1 change the name of a group member;
  - 21.1.2 change an e-mail address or contact details of a group member;
  - 21.1.3 cancel a group member;
  - 21.1.4 cancel a room;
  - 21.1.5 cancel the group organiser and select a new group organiser;
  - 21.1.6 cancel the entire booking; and
  - 21.1.7 make further payments.
- 21.2 If the size of your group changes you must notify us immediately. In the event that a group member cancels their booking, the price per person for the remaining group members will increase.
- 21.3 If you wish to add an additional room to your booking, please contact our Call Centre on 1300 242 868
- 21.4 Once the deposit has been paid, if you wish to change your accommodation building, room type or date of travel you will incur a \$60.00 amendment fee per person per change. Amendments must be notified in writing or via e-mail by the group organiser or by the guest whose booking is being amended. Any building change request will be subject to availability. Please note that it is not always possible to change buildings. GTM and the Leavers.com.au website reserve the right to deny requests to change buildings.
- 21.5 No change of buildings or apartments or other travel arrangements is permitted within 60 days of check-in.
- 21.6 The group organiser has the responsibility of controlling all changes made to your booking.
- 21.7 Amendment fees paid in respect of your booking are non-refundable.
- 21.8 Split stays can be arranged subject to the agreeance of all roommates. Leavers.com.au and Group Travel Manager will not be responsible for any disagreements related to bond refunds, deposits or other monies paid in respect of a booking where roommates have split their stay. All split stays will incur a \$60 amendment fee payable with Visa or MasterCard.

# 22 Room Occupancy

- 22.1 The room description information provided to you will include information about the minimum and maximum number of people that can share a room.
- 22.2 If your group does not consist of the minimum number of people, GTM and the Leavers.com.au website may cancel your booking. If you need to change your booking to another building or room type due to insufficient persons, you will incur a \$60.00 amendment fee per person, per change.
- 22.3 The maximum number of people must always be strictly adhered to, and all members of the group agree to adhere to the maximum room occupancy.
- 22.4 GTM and the Leavers.com.au website reserves the right to cancel any booking and retain all moneys paid to the Leavers.com.au website in respect of the booking for any group that does not meet the minimum occupancy or exceeds the maximum room occupancy.

### 23 Travel Documents

- 23.1 Travel documents will be made available to you 21 days prior to check-in.
- 23.2 Travel documentation will not be available for any group members until all group member payments are made in full.

# 24 Cancellation of Bookings

- 24.1 Any cancellation that is made prior to the accommodation final payment deadline will forfeit the non-refundable deposit plus any amendment fees paid in respect of the booking.
- 24.2 Any cancellation made after the accommodation final payment deadline will forfeit the full cost of the booking excluding Bonds.
- 24.3 Cancellations can be made via the Leavers.com.au website or by emailing info@Leavers.com.au.
- 24.4 Cancellations cannot be made via our Call Centre.
- 24.5 GTM and the Leavers.com.au 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.
- 24.6 No refunds will be given for an early departure or if you elect not to check into your accommodation.
- 24.7 Any fees paid in respect of your booking are non-refundable.
- 24.8 A cancelled booking may be re-instated subject to availability and receipt of the required minimum payment. Re-instated bookings will be subject to the terms and conditions that are in place at time of re-instating the booking.

# 25 Peace of Mind & International Travel Guarantee

- 25.1 In the event you are not permitted to check into your Leavers accommodation due to Government restrictions, you will be eligible for a full refund of monies paid over and above the non-refundable deposit (excluding existing amendment fees and credit card charges if applicable). The non-refundable deposit will convert to a credit voucher. You must have an active and valid booking at the time of these restrictions being applied to be eligible. See below to see how to use your Credit Voucher.
- 25.2 In the event government restrictions prevent you from celebrating your Leavers holiday abroad, you will have the option to transfer your booking to one of our domestic destinations or change your overseas booking to an alternative date free of charge. If you choose not to celebrate at one of our domestic destinations you will be eligible for a full refund of monies paid over and above the non-refundable deposit (excluding existing amendment fees and credit card charges if applicable). The non-refundable deposit will convert to a credit voucher.
- 25.3 On occasions we may have to pay a supplier in advance. Where money has already been paid to suppliers on your behalf, and you are eligible for a refund of monies paid over and above the non-refundable deposit, due to government restrictions preventing check in, we will endeavor to secure a full refund or credit from the supplier for you. We cannot guarantee that the supplier will refund or credit this money.
- 25.4 Please note the peace of mind guarantee does not apply if you are unable to check in due to testing positive to Covid, being in self isolation as a result of being in close contact with a covid positive case or for not complying with government

health requirements. We recommend taking out 3rd party travel insurance to protect you in this instance.

#### 26 Credit Vouchers

- 26.1 Credit Vouchers can be used to pay a deposit for a new booking and are valid for 3 years via these websites:
  - a) Schoolies.com
  - b) Leavers.com.au
- 26.2 You can give or sell your Credit Voucher to another person without limitations.

# 27 Travel Insurance

27.1 We recommend that all members of your group purchase adequate travel insurance as soon as possible after making your booking.

# 28 Leavers Events & Activities

- 28.1 Booking through Leavers.com.au does not guarantee that Official Leavers.com.au activities will be available at a destination, or that Leavers booked through Leavers.com.au are pre-registered for these activities (where available). Some destinations do provide alcohol and drug free events. These events /activities, if provided may be organised by local or state governments or 3rd party organisations and information should be sort from the relevant body.
- 28.2 Optional club, party and festival tickets may be added to your booking. Please ensure you remove these from your booking prior to final payment if you do not wish to purchase them. No refunds will be offered if you fail to remove prior to final payment.
- 28.3 No refunds are offered in the event that you do not attend, or you fail to pick up your ticket from the designated collection point.
- 28.4 Busses to and from any Leavers events are not included in your booking and these services are managed by 3rd party providers which means they can be changed or cancelled at any time. GTM and Leavers.com.au never guarantee accommodation options will have an official event bus stop outside or nearby to our accommodation options. We endeavour to keep bus information on our websites as up to date as possible however when changes or cancellations occur GTM and Leavers.com.au do not take responsibility for this and normal cancellation terms apply should you wish to cancel your booking.
- 28.5 GTM and Leavers.com.au reserves the right to change, add, withdraw or substitute entertainment & venues where necessary. No refunds will be available in the event of a venue, artist or theme change.
- 28.6 Activities such as moshing, crowd surfing, climbing and stage diving are dangerous and may lead to eviction from the events. GTM and Leavers.com.au accepts no liability for any injuries or damages caused by these activities.
- 28.7 Persons attending Leavers.com.au Events do so at their own risk.
- 28.8 Some destinations do provide alcohol free events. These events /activities, if provided may be organised by local or state governments or 3rd party organisations and information should be sort from the relevant body.
- 28.9 All events, activities & attractions are subject to final council approval and government requirements at the time of the event.
- 28.10 In the event that events, activities and attractions are withdrawn, changed, cancelled or not offered for your chosen destination or date, your accommodation booking will still proceed.
- 28.11 All Age events are 16+, valid id required. No refunds shall be provided if you purchase a pass, passport or ticket and are refused entry for not being a genuine year 12 school leaver.
- 28.12 Valid Leavers ID must be presented with ALL party tickets, passports and passes to gain entry to S events.
- 28.13 Refunds will not be available if entry is refused due to inability to provide correct identification.
- 28.14 Entry to all parties & events is subject to venue capacity. Please arrive early for best chance of entry to the venue.
- 28.15 All events will proceed rail, hail or shine. No refunds will be provided as a result of adverse weather.
- 28.16 All passes, passports and /or tickets are non-refundable and non-transferable.
- 28.17 Leavers.com.au customers and event attendees consent to any recorded or photographed for material to be used by

Schoolies.com and Leavers.com.au for marketing purposes.

- 28.18 Any party ticket, passport or pass supplied to you is your sole responsibility. If your pass, passport and/or ticket is lost, stolen, cut, removed, tampered with, or deemed invalid in any way no replacement or refund will be issued for any reason.
- 28.19 In addition to the terms enforced by Leavers.com.au, venues hosting the event have the right to enforce their own rules and regulations, patrons must adhere to rules enforced by the venue. Venues may choose to close on any day and at any time without notice at their discretion.
- 28.20 Leavers.com.au, the presenter and the event venues reserve the right to search all persons and all personal possessions at the time of entry to the venue. Failure to comply will mean no access to the event.
- 28.21 Anything that could cause harm is a prohibited item and will not be permitted into an event venue and will be confiscated. Prohibited items that are confiscated will not be returned.
- 28.22 Unruly and intoxicated patrons will be removed from the event and will not be entitled to a refund.
- 28.23 The right to refuse entry to Leavers.com.au events is reserved by Leavers.com.au, the promoter and/or the venue.
- 28.24 Events for 2025 in all destinations are yet to be confirmed. Provisional event tickets, passports or passes may have been included in your booking. All event tickets, passes and passports and their inclusions are subject to change and availability. Event prices and inclusions will be confirmed prior to final payment.
- 28.25 All passes, passports or tickets sold through this website are subject to any terms and conditions that are on the website or that may be printed on the ticket or signage at the event entrance.
- 28.26 GTM and Leavers.com.au shall not be held liable for any loss, injury or damages sustained entering or during the event, including theft or loss of personal belongings.
- 28.27 The Bali Leavers Event and Activity Package includes entry to 5 dedicates Schoolies parties gives access to the Opening Party, White Party, Finns Beach Club Party, Closing Party, Pool Party, Sol Rooftop Party (accommodation customers only), a range of free activities and FINNS VIP Membership including free daily entry to Finns VIP Beach Club inc. a single daybed, towel per adult, VIP locker & sunscreen, Free daily entry to Finns Coworking Spaces, Free access to Finns Rec Club Sports Field, Free daily entry to Finns Rec Club Fitness Centre, Free access to Finns Rec Club Tennis Centre, Free 1x 1 Hour Cubby House Kids Club Pass per child, Free 1x 1 Hour Bounce Pass, Free 1x 1 Hour Strike Pass, Free high speed WiFi, Free shuttle to & from Finns Rec Club & Finns Beach Club. Please membership terms in clause 56. Some activities are optional paid extras that will be available to purchase.

#### 29 Leavers Singlets

- 29.1 Official Leavers.com.au Singlets will be added to your booking. If you do not wish to purchase a singlet, please ensure that you remove it from your booking prior to final payment. Refunds will not be permitted once payment has been received.
- 29.2 Your submittal of an online order is a conditional acceptance of Leavers.com.au terms and conditions.
- 29.3 Full payment is required with your Leavers booking no later than 21 days after booking. If payment remains outstanding, the overdue amount will be deducted from your bond refund.
- 29.4 Leavers.com.au will reject any messages that include profanities or exceed 10 characters.
- 29.5 Changes or refunds are not permitted after final payment has been made.
- 29.6 Singlets are subject to availability and will be issued in order of payment received.
- 29.7 It is your responsibility to log in and customise your Leavers Singlet. If you do not customise the singlet you will receive a blank one.
- 29.8 If the name/nickname/group is entered incorrectly, Leavers.com.au will not accept returns. Refunds will not be available due to errors resulting from incorrect entry.
- 29.9 Leavers.com.au will not refund or exchange if the sizing that is selected is incorrect.
- 29.10 Leavers.com.au advise against using profanities and advertising phone numbers, Leavers.com.au reserves the right to refuse service or cancel orders in its discretion.
- 29.11 Leavers.com.au will notify you of the designated collection point and specified collection times.
- 29.12 No refunds will be available if you fail to collect your singlet from the designated collection point at the specified time.
- 29.13 Failure to attend Leavers will not entitle you to a refund.

- 29.14 Please note that no refund will be available for Schoolies Singlets within 45 days of travel even if Government Restrictions prevent you from checking in.
- 29.15 Claims of shortages, damages or defective items must be made within 24 hours of receipt. We reserve the right to replace or repair at our discretion.

#### 30 House Rules

- 30.1 House Rules are the individual accommodation provider's terms and conditions.
- 30.2 You, and all members of your group, agree to abide by these terms and conditions during your stay.
- 30.3 The group organiser must ensure that all group members have read the House Rules for your accommodation.
- 30.4 By confirming this booking, you are confirming that you and all members of your group have read and agreed to the House Rules.
- 30.5 House Rules can be viewed by selecting the building name in the building list page on the Leavers.com.au website and selecting the House Rules icon.
- 30.6 Accommodation providers reserve the right to be able to change their house rules without notice.
- 30.7 In the interest of all guest's safety, accommodation providers reserve the right to be able to close off all balconies. Leavers.com.au will notify you of any possible closures as soon as possible.

#### 31 Information on our Website

- 31.1 GTM and the Leavers.com.au website endeavours to ensure that all information displayed on the Leavers.com.au website is correct.
- 31.2 GTM and the Leavers.com.au website will not be held responsible for any errors in content.
- 31.3 Please contact us if you have any queries regarding published information.

#### 32 Leavers Right to Amend

- 32.1 GTM and Leavers organises and arranges the accommodation pursuant to the contractual arrangements it has with apartment owners and managers. GTM and the Leavers.com.au website does not occupy or have any control over any hotel, apartment or unit and, as such, GTM and the Leavers.com.au 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 Leavers.com.au website.
- 32.2 GTM and the Leavers.com.au website cannot guarantee the availability of accommodation and GTM and the Leavers.com.au website reserves the right to change bookings. GTM and the Leavers.com.au website reserves the right at any time, in its absolute discretion, to modify any accommodation or to cancel the same without notice.
- 32.3 Whilst GTM makes every effort to ensure that all prices on the Leavers.com.au website are accurate and up to date sometimes errors do occur, and the prices stated are incorrect. GTM and the Leavers.com.au website reserve the right to alter accommodation prices on the Leavers.com.au 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, GTM or the Leavers.com.au website will use its best endeavours to notify you of the mistake, error or omission.
- 32.4 Confirmation of bookings and invoices are subject to re-issue if GTM or the Leavers.com.au website discovers a pricing mistake, error or omission.
- 32.5 Upon GTM or the Leavers.com.au website notifying you of the price mistake, error or omission you can either agree to accept the amended price or you may cancel your booking.
- 32.6 In the event that an error occurs which results in a room being double booked, or due to circumstances beyond our control the original room and/or property that was booked is no longer available, GTM and the Leavers.com.au website will use its best endeavours to relocate your group an alternative room/property.
- 32.7 GTM and the Leavers.com.au websites will use its best endeavours to have you and your group relocated. In the event that GTM and the Leavers.com.au websites is unable to offer your group alternative accommodation GTM and the Leavers.com.au websites will refund all monies paid to the Leavers.com.au websites including all deposits.

# 33 Media

33.1 GTM and the Leavers.com.au 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 GTM or the Leavers.com.au website customer.

# 34 Email & SMS Updates

34.1 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 going to <a href="mailto:Leavers.com.au/unsubscribe">Leavers.com.au/unsubscribe</a> or by replying stop to an SMS

# 35 Your Privacy

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

# 36 Our Relationship

36.1 No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms of Use.

# 37 Links and Third-Party information

37.1 Leavers.com.au contains links to sites operated by persons and companies outside of the Leavers.com.au 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.

# 38 Intellectual Property Rights

38.1 The copyright and other intellectual property in the Leavers.com.au website is owned by GTM or by a third party who has given GTM and the Leavers.com.au website permission to use them.

# 39 Trademarks

- 39.1 Any and all Trademarks shown on the Leavers.com.au website are the trademark of their respective owners.
- 39.2 Nothing contained on the Leavers.com.au website shall be construed as the granting of any licence, right to use of any or all trademarks shown on the Leavers Website.

# 40 Indemnity

40.1 You, and all members of your group agree to indemnify GTM and the Leavers.com.au 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 Leavers.com.au website and any breach by you of the Terms of Use and any other legal obligation.

# 41 Registrations & Photo Registrations

41.1 From time to time Leavers.com.au and relevant 3rd party partners may send you information and/or contact you directly about products and services that we think you may be interested in. 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 going to Leavers.com.au/unsubscribe.

41.2 Confidential information will not be disclosed to individuals or organisations outside of Leavers.com.au without prior consent, unless required to do so by law, or if the disclosure is permitted under the Privacy Act.

#### 42 Competitions

- 42.1 From time to time Leavers.com.au may run competitions on social media and through other channels such as TV and radio. The promoter of these competition is Leavers.com.au.
- 42.2 The only persons who may enter and be awarded prizes are Australian residents who are not employees of the promoter or its related bodies corporate, or immediate family of such employees.
- 42.3 By entering the competition, participants agree to be bound by these terms and conditions.
- 42.4 Unless stated otherwise participants may only enter the competition once, and only the first received entry will be valid if more than one entry is received from a participant.
- 42.5 Entries are only valid if the participant has an accommodation booking with Leavers.com.au.
- 42.6 Winners will be selected by a panel of representatives of the promoter who, at their discretion, will select the best answer/s based upon originality, creativity, and adherence to the word limit, or via points scored sharing the competition.
- 42.7 Chance does play a part in determining the winners.
- 42.8 Incomplete, indecipherable or illegible entries will be deemed invalid. Entries that contain objectionable, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented or racially offensive content will be deemed invalid.
- 42.9 All prizes must be taken as offered and are not exchangeable, transferable, redeemable for cash or resale. If a prize is unavailable, the promoter reserves the right to substitute a prize of equal or greater value. Prizes unclaimed after a period of one month from the date of notification of the winner may be forfeited and used by the promoter at the discretion of the promoter.
- 42.10 Winner/s will be notified by email and telephone.
- 42.11 From time to time Leavers.com.au may run competitions with additional terms. These will be advised at time of entry.

#### 43 Super Sale

- 43.1 Super Sale price and discounts are subject to availability and can be withdrawn or varied without notice.
- 43.2 Advertised prices already include discounts.
- 43.3 All Super Sale prices are available to new bookings only.
- 43.4 All Super Sale bookings are subject to standard booking terms and conditions.
- 43.5 All Super Sale prices quoted are on a "per person" basis and are inclusive of GST. All prices quoted do not include Bonds or optional extras such as events and merchandise.
- 43.6 Every effort is made to ensure that the description of facilities and services provided at hotels and apartments listed on the Leavers.com.au website is accurate however these are continually being changed, upgraded and on occasion taken out of service.
- 43.7 The Leavers.com.au website cannot be held liable for omissions, errors, alterations to property facilities and services, whether temporary or permanent.

#### 44 2024 Provisional Prices

- 44.1 2024 prices are provisional and may go up or down
- 44.2 If prices go down your booking will be updated to reflect the lower price
- 44.3 If prices increase your booking will be updated to reflect the higher price. If you do not wish to accept the higher price you will be offered the opportunity to move to another hotel or cancel your booking
- 44.4 Prices will be finalised no later than 90 days prior to arrival

#### 45 2025 Provisional Prices

- 45.1 2025 prices are provisional and may go up or down
- 45.2 If prices go down your booking will be updated to reflect the lower price
- 45.3 If prices increase your booking will be updated to reflect the higher price. If you do not wish to accept the higher price you will be offered the opportunity to move to another hotel or cancel your booking
- 45.4 Prices will be finalised no later than 90 days prior to arrival

#### 46 2026 Provisional Prices

- 46.1 2026 prices are provisional and may go up or down
- 46.2 If prices go down your booking will be updated to reflect the lower price
- 46.3 If prices increase your booking will be updated to reflect the higher price. If you do not wish to accept the higher price you will be offered the opportunity to move to another hotel or cancel your booking
- 46.4 Prices will be finalised no later than 90 days prior to arrival

#### 47 Travel Online Vouchers For New Bookings

- 47.1 A link to claim your \$150 voucher will be provided in your booking confirmation email
- 47.2 Minimum transaction of \$1,500 applies to redeem your voucher
- 47.3 Vouchers are valid for 90 days from date of issue
- 47.4 One voucher per customer, per booking
- 47.5 Vouchers are single use only

#### 48 FINNS VIP Membership

- 48.1 FINNS VIP Membership includes free daily entry to Finns VIP Beach Club inc. a single daybed, towel per adult, VIP locker & sunscreen, Free daily entry to Finns Coworking Spaces, Free access to Finns Rec Club Sports Field, Free daily entry to Finns Rec Club Fitness Centre, Free access to Finns Rec Club Tennis Centre, Free 1x 1 Hour Cubby House Kids Club Pass per child, Free 1x 1 Hour Bounce Pass, Free 1x 1 Hour Strike Pass, Free high speed WiFi, Free shuttle to & from Finns Rec Club & Finns Beach Club. Some activities are optional paid extras that will be available to purchase.
- 48.2 FINNS VIP Membership terms Single Day Beds at Finns VIP Beach Club and Kids Club is valid for children aged 3-12yrs - Tennis Courts, Sports Field at Finns Rec Club are subject to availability - Reservations not required - To access bounce and jump guests must purchase the jumping socks (charge) and weigh less than 120kg - Strike Bowling will provide bowling shoes but guests must being & wear suitable bowling socks before you bowl . Not valid in conjunction with any other offer, non-refundable or exchangeable for cash . No outside food and beverage permitted to the venues - Finns Beach Club entrance is not valid for special events - Finns Recreation Club is covered by 3rd party public liability insurance to value US\$ 1,000,000 Finns Beach Club is covered by 3rd party public liability insurance to value US\$ 500,000 Finns Bali venues have Public Liability Insurance. Personal Accident Insurance is the responsibility of the guest Daily Personal Accident Insurance policy is available for purchase at reception.