

The Travel Authority Pty Ltd (ABN 66 107 889 707)
Terms of Business

These terms of business ("**Terms**") are between The Travel Authority Pty Ltd (referred to as "**TTA**", "**We**" or "**Our**") and any person making a Booking with Us who is not a party to a Travel Management Agreement ("**You**").

TTA is a licensed travel agent and an accredited member of ATAS. Please read Our Terms carefully as they apply to any Booking and govern the relationship between us.

These Terms together with any applicable Application for Credit which is approved and signed by TTA, form the entire Agreement between us. By completing a Booking in accordance with these Terms, you are taken to have read, understood and agree to these Terms and confirm you are authorised to make the Booking on behalf of all individuals detailed in the Booking.

1. Definitions

1.1 In these Terms:

Application for Credit means an Application for Credit completed by You which is approved and signed by TTA;

ATAS means the Australian Federation of Travel Agents;

Booking means a reservation made with TTA, for services offered by a Travel Supplier;

Confidential Information means any information which relates to the business, assets or affairs of either party which is made available by that party (**Disclosing Party**) to the other party (**Receiving Party**) or is otherwise obtained by the Receiving Party and which is by its nature confidential or the Receiving Party knows, or ought to know, is confidential but does not include information that is:

(a) in or enters the public domain through no fault of the Receiving Party or any of its officers, employees or agents;

(b) received by Receiving Party from a third-party who had a legal right to provide it; or

(c) or was developed by Receiving Party independently of the other Party and any of its officers, employees or agents;

Itinerary means a travel itinerary confirming details of the services provided by the Travel Supplier;

Schedule of Fees means a bespoke schedule detailing certain service fees applicable to you;

Service means the agency services provided by TTA to You in connection with the Booking;

Travel Supplier means the party responsible for providing flights, tours, car hire and/or accommodation, including but not limited to, airlines, tour operators, cruise operators, car hire company's and accommodation providers; and

Travel Document means any document that is related to Your Booking, including but not limited to airline tickets, cruise tickets, tour vouchers, hotel vouchers, or any other document (whether in electronic form or otherwise) relating to the services provided by the Travel Supplier; and

Travel Management Agreement means a corporate management agreement for the Service made between TTA and a customer where these Terms do not apply..

1.2 The following rules apply to these Terms:

(a) headings are for convenience only and do not affect the interpretation of these Terms; and

(b) the singular includes the plural and the plural includes the singular.

2. Bookings

2.1 We act as an agent, for and on behalf of Travel Suppliers, Our principals, in providing the Service to You in which We sell and facilitate various types of travel arrangements.

2.2 Bookings can be made through Us by telephone or email using the contact details available on www.ttagroup.com.au or in these Terms.

2.3 Once, a Booking is confirmed, an Itinerary is issued and sent to you. A separate contract is then formed between You and the Travel Supplier. The terms and conditions of Travel Suppliers will apply to the services provided by the Travel Supplier and will govern your relationship with the Travel Supplier. A copy of the applicable Travel Supplier' terms and conditions are available on request.

3. Price

3.1 We will provide you a quote in relation to the price for the Booking based on information provided to Us by Travel Suppliers. As prices are subject to fluctuation, the price is only guaranteed once a booking is paid in full.

3.2 You will pay the price for the Booking to TTA by the due date stated on your booking confirmation or within 7 days of the date of any invoice issued by TTA or in accordance with any Application for Credit applying to You.

3.3 For the avoidance of doubt, if an Application for Credit applies to You, the due date for payment of the price is as stated in the Application for Credit.

3.4 Surcharges - all prices are subject to change as a result of availability, currency fluctuations, fuel surcharges, taxes and other Travel Supplier or government charges or increases beyond Our control. In this regard:

(a) we will take all reasonable steps to notify you of the introduction or variation of any government or airline charges or taxes which may apply to Your Booking as soon as reasonably practicable unless the government or airline has already taken such steps;

(b) you acknowledge that a Travel Supplier may pass on increases in tax and charges without notice to Us, and We reserve the right to pass on those fuel and tax increases to You; and

(c) all prices can be withdrawn or varied by Us at any time, except when payment has already been made by You.

3.5 Failure to pay any amount due to TTA by the date it is due, may result in the cancellation of Your Booking by TTA.

3.6 We reserve the right to charge interest at 1.5% per month or the highest rate allowed by law, whichever is the lower, on any amounts outstanding, calculated on a daily basis from the date for payment (provided in the Application for Credit or these Terms as the case may be).

3.7 In addition to any amounts payable under this Agreement, You must pay, on production of a tax invoice, any applicable GST payable in respect of the price of the Booking.

4. Payment

4.1 You may pay any amounts due to TTA, by Debit or Credit Card (e.g. VISA, Mastercard and/or AMEX).

4.2 You authorise TTA to charge all amounts owing to Us by You to the credit card details of which you provide to Us when making the Booking or otherwise.

4.3 Credit Card Payments and Surcharges – If you pay the price by credit card, a credit card surcharge of 1.4 % will apply to the price for the Booking.

5. Service Fees

5.1 We may charge a service fee for the Booking. Service fees are as follows except where a Schedule of Fees applies to You:

Booking Type	Fee
International Travel	AUD \$110 per person
Domestic and Trans-Tasman Travel	AUD \$30 + GST (where applicable)

6. LIMITATION OF OUR LIABILITY (Your attention is drawn to this clause)

6.1 You may have rights under Australian Consumer Law ("**ACL**") and similar state and territory laws, including certain consumer guarantees that may not be excluded or limited. Nothing in these Terms operates to limit or exclude those rights if you are entitled to them.

6.2 To the extent permitted by law, Our liability for breach of any non-excludable guarantee is limited, at Our option to the re-performance of the Service or paying the cost of re-performance of the Service.

6.3 TTA shall not be liable for any proximate, incidental, indirect or consequential loss, including without limitation loss of business, loss of profits, loss of contract or goodwill, increased financing or insurance costs, increased operating costs or business interruption.

6.4 Notwithstanding any other provision of the Agreement, the aggregate liability of TTA in connection with these Terms is limited to the price paid to TTA by You.

6.5 Any claims in relation to the services supplied by the Travel Supplier should be made in accordance with the terms and conditions of the Travel Supplier.

7. Travel insurance

7.1 We strongly recommend You take out travel insurance to suit your needs before travelling which provides cover against losses including but not limited to theft, damage, injury, illness, death or accident, associated treatment and travel costs. Although not a legal requirement, it is recommended by the Department of Foreign Affairs and Trade for all overseas travel.

7.2 We are not responsible and will not arrange a travel insurance policy for You to cover You at any time whilst travelling.

7.3 You acknowledge You are personally liable to cover all medical and associated costs whilst travelling, unless you have a valid travel insurance policy.

8. Travel Documents

8.1 You must review all information in Travel Documents, including but not limited to personal information, dates for travel and all pertinent particulars relating to the travel arrangements You have with the Travel Supplier.

8.2 Subject to terms and conditions of the Travel Supplier, Travel Documents cannot be transferred to another party once issued.

9. Passports, Visa and Permit Requirements

- 9.1 When making a Booking, it is Your sole responsibility to ensure You:
- have a valid passport (e.g. some countries require You to have at least six months validity on Your passport on arrival in the destination country); and
 - obtain any necessary or applicable visa and/or permit for all countries in which you are visiting whilst travelling.

10. Travel and Health Requirements

- 10.1 You should review any travel advice and visitor warnings for destinations You are visiting as part of your travel arrangements.
- 10.2 Some countries may require vaccinations and you should consult Your general practitioner in this regard before commencing travel to any such countries.

11. Travel Arrangement Schedule Changes

- 11.1 We endeavour to provide you any details of updates to schedule changes as we are made aware of them but have no direct obligation or responsibility to. You should check with the Travel Supplier before the date of travel as to whether there are any changes to the schedule confirmed in an Itinerary.
- 11.2 You acknowledge it is Your responsibility to contact the Travel Supplier to check if there has been any changes.

12. Amendments to a Booking

- 12.1 Changes to any part of Your travel arrangements or Booking will be subject to the terms and conditions of the Travel Supplier.
- 12.2 Where a Travel Supplier has agreed to make a change and this results in the re-issuing of Travel Documents or other administrative process by TTA, We will charge a reasonable administration fee of AUD \$110.00 + GST.

13. Cancellations by You

- 13.1 If You wish to cancel Your Booking You must give TTA prior written notice in accordance with these Terms.
- 13.2 Deposits and professional fees are non-refundable.
- 13.3 Some Bookings in respect of travel or accommodation may be non-refundable and if this is the case, it will be confirmed to you at the time of Booking.
- 13.4 If the Booking may be cancelled and refunded to the Customer, TTA may still impose reasonable cancellation fees having regard to industry practices. Cancellation fees are as follows:

Types of Booking	Price
Domestic and Trans-Tasman Air Bookings	AUD \$35 + GST per person
International Air Bookings	AUD \$150 + GST per person; OR 10% of ticket value (excl taxes) whichever is greater.
Cruises, hotel Bookings and packages	AUD \$150 + GST per person; OR 20% of the Booking value whichever is greater.

- 13.5 Cancelled Bookings may also incur Travel Supplier cancellation fees as set out in the Travel Supplier's terms and conditions.
- 13.6 You indemnify TTA for any cost, expense or liability incurred by TTA for a Travel Supplier cancellation fee for any Booking which You cancel.

14. Refunds

- 14.1 If you are entitled to a refund by the Travel Supplier in connection with your Booking, TTA may refund any amounts owing to You but only on the date it receives full payment from the Travel Supplier and not before or otherwise.

15. Variations to Terms

- 15.1 We reserve the right to change or modify all or any part of these Terms at any time.
- 15.2 We will provide you at least 30 days written notice of any change or modification to all or any part of these Terms. If as a result of any change or modification, you wish to terminate this Agreement, you can do so subject to providing us 30 days written notice. Any termination of this Agreement is without prejudice any rights or remedies of either party which accrued prior to the effective date of termination.

16. Force Majeure

- 16.1 Neither party shall be liable for any failure or delay or default in performance of their obligations arising under these Terms if such failure or delay or default is caused by conditions beyond its control including but not limited to acts of god, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

17. Notices

- 17.1 Any notice sent under this Agreement must be in writing, and may be delivered by hand or sent by prepaid mail, facsimile or e-mail to the other party, details of which have been provided.

- 17.2 TTA's contact details for notices are:
Postal Address: P.O Box 953, Darlinghurst NSW 1300
Facsimile: (02) 8437 1188

Email: weknow@ttagroup.com.au

- 17.3 A notice is treated as given when:
- if hand delivered, when delivered;
 - if sent by prepaid mail, when received or within 48 hours after posting, which ever is the sooner;
 - if sent by facsimile, when facsimile machine confirms transmission; or
 - if by e-mail, when the e-mail is sent.

18. Complaints Handling Policy and ATAS Dispute Resolution Procedure

- 18.1 TTA is an accredited member of ATAS and operates in accordance with the ATAS code of conduct ("**Code**"). Part 5 of the Code provides a complaint handling process.
- 18.2 If You are unhappy with any aspect of the Service provided by TTA, please telephone, email or write to us with full details as soon as practicable.
- 18.3 We will acknowledge your complaint within 5 business days of receiving it and attempt to investigate your complaint within 10 business days of receipt. We will maintain reasonable communication with you throughout this period.
- 18.4 Alternatively, You may lodge a complaint directly with the ATAS Compliance manager, details of which are available on www.atas.com.au.
- 18.5 If any dispute or difference arises between us in connection with this Agreement (**Dispute**), the party claiming a Dispute shall provide written notice to the other party.
- 18.6 Within 10 Business Days of receipt of the notice of the Dispute, We will work in good faith with You to attempt to resolve the Dispute.
- 18.7 If the Dispute cannot be resolved within a reasonable time, either party may require that the Dispute is referred to mediation. The mediator shall be agreed between the parties, or otherwise appointed by the President of the New South Wales Law Society.
- 18.8 Each party will bear their own respective legal costs (as between solicitor and client) of the enforcement or attempted enforcement of respective rights, remedies and powers under these Terms, including referral of any Dispute to mediation.
- 18.9 Neither party will be entitled to commence legal proceedings in respect of a Dispute, other than in respect of a claim for payment of the price, until and unless the process set out in this clause has been complied with and the Dispute remains unresolved.
- 18.10 Nothing in this clause will prevent either party from obtaining urgent interlocutory relief at any time.

19. Privacy and Confidentiality

- 19.1 Information We obtain from You, or Your representative, is reasonably necessary for Our business purposes or in providing the Service to You, and you acknowledge, agree and consent to TTA providing any such information to the Travel Supplier.
- 19.2 All personal information, as defined under the **Privacy Act 1988 (Cth)** is collected, stored and used by Us in accordance with Our privacy policy which can be viewed at www.ttagroup.com.au.
- 19.3 Neither party may use Confidential Information for any purpose not contemplated by these Terms. We will restrict access to any Confidential Information supplied to those in Our organisation who need such access in order to perform their duties in providing the Service.
- 19.4 If Confidential Information is disclosed, the Receiving Party will ensure it is used for the sole and exclusive purpose of fulfilling any obligations it has under these Terms. The Receiving Party will not, without written consent of the Disclosing Party, disclose any such Confidential Information to any other person or entity.

20. **Inconsistency** - If there is any inconsistency between these Terms and the Booking, the terms of the Booking will prevail.

21. **Governing Law** - This Agreement is governed by, and construed in accordance with the laws of the State of New South Wales and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts entitled to hear appeals from those courts.