

360 Private Travel Pty Ltd: Booking Terms and Conditions (Australia)

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We are 360 Private Travel Pty Ltd (ACN 685 913 071, ABN 93 685 913 071), of Level 5, 179 Elizabeth Street, Sydney, New South Wales 2000, Australia ("we", "us", "our"). IATA No. 96189833. References to "you" and "your" in these booking terms mean all persons named on the booking (including anyone added or substituted at a later date).

Nothing in these booking conditions excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot lawfully be excluded, restricted or modified. Where a provision of these conditions would otherwise have that effect, it applies only to the extent permitted by law.

ACKNOWLEDGEMENT AND ACCEPTANCE

These booking terms and conditions, including the Schedule of Fees at the end of this document, are provided to you before you enter into any booking with us. They are set out separately from our marketing and promotional material. By paying a deposit, signing or electronically accepting a quotation or booking form, or otherwise instructing us to proceed with a booking, you acknowledge that you have received, read and accepted these conditions and the Schedule of Fees on behalf of yourself and every person named on the booking. If any part of these conditions is unclear, please ask us before you book. These conditions are available in English; please tell us if you require them in another language and we will make reasonable efforts to assist.

1. CONTRACT

These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator, airline, villa company, cruise company, accommodation company) named on your confirmation. In many cases the principal's or supplier's terms and conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. Please ask us for copies of these if you do not have them.

Agent statement. In arranging your travel we act as an agent for the travel suppliers named on your quotation, itinerary and confirmation. Our terms and conditions are in addition to the terms and conditions of each travel supplier listed on your quotation or itinerary, and it is the terms and conditions of the travel supplier that determine the terms of cancellation and refunds, if any. This statement is repeated on every quotation and itinerary we issue, and our quotations and invoices name the supplier(s) for whom we act as agent. We will provide you with, or direct you to, each supplier's terms and conditions before your booking is confirmed. Any travel planning fee agreed with you is payable to 360 Private Travel Pty Ltd and is separate from the price of

your travel arrangements.

That information, these booking conditions, the supplier's booking terms, along with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us in connection with the travel arrangements making up your booking (the "arrangements"). By making a booking, you agree to be bound by all of them.

The key terms of our agreement are: (1) you will enter into a binding contract with the principal(s) or supplier(s) detailed on your confirmation when we issue a confirmation statement; (2) if you then cancel your arrangements you will be required to pay cancellation charges, initially the deposit you paid, increasing up to 100% of the cost of the arrangements depending on when you cancel; (3) you can make changes to confirmed arrangements in certain circumstances and a charge will be made for processing any changes; (4) the principal(s) or supplier(s) may make changes to and cancel your confirmed arrangements, with compensation payable in certain circumstances; and (5) the principal(s) or supplier(s) are responsible for making sure your confirmed arrangements are not performed negligently, subject to limits and exceptions set out in these conditions and in their terms.

We endeavour to ensure the accuracy of all information and prices in our advertising material. Occasionally changes and errors arise and we reserve the right to correct them before your booking is confirmed. You must check the current price and all other information relating to the arrangements you wish to book before your booking is confirmed.

2. BOOKING DETAILS AND YOUR INFORMATION

Once you have paid and confirmed your reservation we will proceed to confirm the booking on your behalf with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Changes to these details may incur charges. Please ensure that the names given are the same as in the relevant passport.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them or by law. This applies to any sensitive information that you give to us such as details of any disabilities or dietary and religious requirements. Many of our suppliers are located outside Australia, and by making a booking you consent to your information being disclosed to overseas recipients for the purpose of providing your arrangements. If we cannot pass this information to the relevant suppliers we will be unable to process your booking. In making a booking, you consent to this information being passed on to the relevant persons. We handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Our privacy policy is available on our website or on request.

Confidentiality. In addition to our obligations under privacy legislation, we owe you a duty of confidentiality in respect of the information you give us. We will not disclose information about you or your travel arrangements to any third party except (i) where we are required by law to do so, or (ii) where you have given us your express or implied consent, which includes the disclosure to travel suppliers and other persons necessary to arrange and provide your travel described above. Our staff and authorised representatives are bound by the same duty.

3. PAYMENT

A deposit of 20% of the total price of your arrangements is payable when you confirm your booking. The deposit is non-refundable except as set out in these conditions or where the law requires otherwise.

Where a supplier requires a higher deposit, or full payment of an element at the time of booking (for example certain villas, cruises, private yachts, published-fare flights or peak-season travel), we will show that amount on your quotation before you book, and it is payable at the time of booking in addition to the deposit. If your booking is later cancelled, we will retain any such additional amount only to the extent that the supplier does not refund it to us, and we will pass on any amount the supplier refunds.

Approximately 12 weeks before departure you will be sent a final request for payment of the balance, including any surcharges if applicable. Full payment is due no later than 10 weeks prior to departure. If your booking is made within 10 weeks of departure, full payment is due immediately. If the balance is not received by the due date, we will remind you and give you a further period to pay. If it is still not received 8 weeks before departure, we may treat your booking as cancelled by you, in which case the cancellation charges in clause 6 will apply. We do not charge a surcharge for payment by eftpos, Mastercard or Visa card, or by bank transfer. Where you pay by American Express, any surcharge we apply will not exceed our reasonable cost of acceptance, as required by the Competition and Consumer Act 2010 (Cth), and is set out in our Schedule of Fees.

4. THE COST OF YOUR ARRANGEMENTS

We reserve the right to amend the price of unsold arrangements at any time. Once your booking is confirmed, its price may be varied only as a direct consequence of changes in: (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (b) the level of taxes or fees imposed by third parties not directly involved in the performance of the arrangements, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (c) the exchange rates relevant to your arrangements.

We will notify you of any increase with an explanation and a calculation. No increase will be made within 20 days of departure. If an increase is more than 8% of the total price of your arrangements, you may cancel your booking and receive a full refund of all money you have paid to us, except for any insurance premiums. If any of these costs fall, we will pass the reduction on to you. Note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place. Prices quoted to Australian consumers are stated in Australian dollars unless otherwise indicated and, where GST applies, are inclusive of GST at the prevailing rate. Where a price is quoted in a foreign currency, the Australian dollar amount payable will be determined at the exchange rate applying on the date of payment.

5. SPECIAL REQUESTS, DISABILITIES AND MEDICAL CONDITIONS

Please tell us at the time of enquiry about any medical condition, disability or reduced mobility affecting anyone on the booking, and about any dietary or access requirement, so that we can

advise whether the arrangements are suitable and adapt them where possible. A special request forms part of your arrangements only where we have confirmed it in writing; confirmation that a request has been noted is not confirmation that it will be provided. If you tell us about a requirement after booking, we will do our best to meet it. If it cannot be met, the amendment or cancellation charges in clause 6 apply to any change or cancellation you then choose to make. Nothing in this clause limits our obligations under the Disability Discrimination Act 1992 (Cth).

6. CANCELLATION AND AMENDMENT BY YOU

If you wish to alter any details of your arrangements after your confirmation statement has been issued we will do our best to make the alterations (although we cannot guarantee that alterations will be possible) provided we are informed in writing no later than 2 weeks prior to departure. The principal(s) or supplier(s) will charge the cancellation or amendment charges shown in their terms and conditions, which may be up to 100% of the cost of the travel arrangements. In the case of all cancellations your deposit will not be refunded, and once you have paid the balance it is unlikely that a supplier will make any refund, although we will pass on any refund they do offer.

In addition, the amendment fee or cancellation administration fee set out in our Schedule of Fees will be charged, together with all costs and charges imposed by our suppliers. Your advisor may waive our amendment fee. For flight inclusive bookings you must also pay the charges levied by the airline concerned; as most airlines do not permit name changes after tickets have been issued, these charges are likely to be the full cost of the flight. Some alterations requested within 2 weeks of departure may be treated as a cancellation, in which case the cancellation charges set out in this clause will apply.

Alterations whilst abroad are your own responsibility and no credit or refund is possible for unused services. If you cancel your arrangements after they have commenced, no refund will be given. Depending on the reason for cancellation you may be able to reclaim cancellation charges (less any applicable excess) under the terms of your travel insurance policy; claims must be made directly to the insurance company concerned.

Where a supplier cancels or is unable to provide a service you have paid for, your rights to a refund or remedy under the Australian Consumer Law are not affected by this clause. Where we receive a refund from a supplier on your behalf, we will pass it on to you within a reasonable time after receipt.

7. CANCELLATION AND AMENDMENT BY THE PRINCIPAL(S) OR SUPPLIER(S)

Because arrangements are planned many months in advance, the principal(s) or supplier(s) must sometimes reserve the right to make changes to or cancel confirmed arrangements. Most changes are insignificant. If a significant change to the main characteristics of your arrangements has to be made, or your arrangements have to be cancelled before departure, we will contact you as soon as possible and, where there is time before departure, offer you the choice of: (i) accepting the changed arrangements; (ii) accepting the cancellation and receiving a refund of monies paid in accordance with the applicable supplier's terms; or (iii) accepting an offer of alternative arrangements of comparable standard where available. Compensation,

where payable, is governed by the applicable supplier's terms and by the law applicable to your booking, including any consumer guarantees that apply under the Australian Consumer Law.

8. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

Except where otherwise expressly stated in these booking conditions, we will not be liable or pay compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them, the consequences of which could not have been avoided even if all reasonable measures had been taken. These events can include, but are not limited to, war, threat of war, civil strife, terrorist activity and its consequences, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, epidemic, pandemic, fire, bushfire, flood, cyclone, adverse weather, sea, ice and river conditions, and all similar events outside the relevant party's control. Official government advice, including a Smartraveller "Do not travel" or "Reconsider your need to travel" advisory issued by the Australian Department of Foreign Affairs and Trade, may constitute unavoidable and extraordinary circumstances.

9. OUR RESPONSIBILITY TO YOU

We act as a booking agent for the principal(s) and supplier(s) who provide your travel arrangements. We do not own or operate any airline, hotel, cruise line, ground transportation provider or other supplier of travel services. We accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them, except as set out in these conditions and as required by law.

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with a service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value; you are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

To the extent permitted by law, and where the services we supply are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee is limited, at our option, to the supply of the services again or the payment of the cost of having the services supplied again (section 64A of the Australian Consumer Law).

Subject to the above, we will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim which results from: (a) the act(s) and/or omission(s) of the person(s) affected; (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements which were unforeseeable or unavoidable; or (c) unavoidable and extraordinary circumstances as set out in these conditions. We cannot accept liability for any business losses. Where international carriage is involved, compensation may be limited by applicable international conventions, including the Montreal Convention (air), as given effect in Australia by the Civil Aviation (Carriers' Liability) Act 1959 (Cth), and the Athens Convention (sea).

10. INSURANCE

Many principals and suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance covering you and your party against the cost of cancellation by you, the cost of assistance (including repatriation) in the event of accident or illness, loss of baggage and money, and other expenses. We also recommend that your policy includes cover for supplier insolvency where available. If you choose to travel without adequate insurance cover, we will not be liable for any losses in respect of which insurance cover would otherwise have been available. We do not hold an Australian financial services licence and do not arrange, recommend or advise on any particular insurance product.

11. FINANCIAL PROTECTION

There is no compulsory consumer financial protection or compensation scheme for travel agents in Australia. Money you pay to us for your travel arrangements is held in a separate client account, kept apart from our operating funds, until it is paid to the relevant travel supplier in accordance with that supplier's payment terms. Once paid to a supplier, your money is subject to that supplier's terms and to any financial protection or insolvency arrangements that supplier offers, details of which are available on request.

We strongly recommend that you take out comprehensive travel insurance at the time of booking, including cancellation cover and, where available, supplier default protection. If you pay by credit card you may also have chargeback rights against your card issuer under your card agreement in certain circumstances.

12. TRAVEL DOCUMENTS AND FINAL ARRANGEMENTS

Documents (e.g. invoices, tickets, insurance policies) will be sent to you electronically or by post. Once documents leave our offices we will not be responsible for their loss unless the loss is due to our negligence. If tickets or other documents need to be reissued, any charge made by the supplier will be passed on to you at cost. Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure; please ask us for details at least 72 hours before your outbound flight.

Copies of documents. You may ask us for a copy of any document relating to your booking. We will provide it in an agreed format within 14 days of your request where the document was generated within the last year, and within 30 days where it was generated between one and seven years ago.

13. FLIGHT INFORMATION, DELAYS AND DENIED BOARDING

The flight timings given on booking are for general guidance only and are subject to change. The latest flight times will be those shown on your tickets, which you must check carefully

immediately on receipt. It is possible that flight times may be changed even after tickets have been despatched; we are not liable if there is any change to a departure or arrival time previously given to you. A flight described as "direct" will not necessarily be non-stop. Where a sector of a flight itinerary is not utilised without contacting the carrier directly, any remaining sectors may be subject to cancellation without further notification.

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, any compensation due to you under the airline's conditions of carriage, the Australian Consumer Law or applicable passenger rights legislation (including EU Regulation 261/2004 for flights departing the EU or operated by EU carriers) must be claimed from the airline concerned. We have no liability to make any payment to you in relation to such matters, and the fact that a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements.

14. COMPLAINTS AND DISPUTE RESOLUTION

We want to know if something has gone wrong. If you have any reason to complain about any of the arrangements whilst away, please tell the supplier of the service in question immediately so that they have the opportunity to put things right, and let us know as soon as possible so that we can help.

How to complain to us. Our complaints handling procedure is easy and free to access and is designed to comply with the Australian Standard on complaint management (AS/NZS 10002). You can complain by email to complaints@360privatetravel.com, by telephone on +61 2 8607 8242, or in writing to 360 Private Travel Pty Ltd, Level 5, 179 Elizabeth Street, Sydney NSW 2000. Please quote your booking reference and give us as much detail as you can. We will acknowledge your complaint within 5 days of receiving it, investigate it, and let you know the outcome within 21 days of receipt. If we need longer, for example because we are waiting on a supplier, we will tell you why and keep you informed. To help us investigate, please raise complaints as soon as possible and ideally within 28 days of the end of your arrangements; a later complaint does not affect your legal rights.

Other options. If you are not satisfied with our response, you may contact the fair trading or consumer affairs agency in your state or territory, the Australian Competition and Consumer Commission, or a court or tribunal. Nothing in this clause affects your rights under the Australian Consumer Law.

15. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility to ensure that you are in possession of all necessary and up-to-date travel and health documents before departure. We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation or to provide personal details as required. If failure to have any necessary documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us. Passengers should check passport and visa requirements with the embassy or consulate of the countries to or through which they intend to travel, and take up-to-date advice on health precautions well before departure. Australian residents should consult the travel advice published by the Department of Foreign Affairs and Trade at

smartraveller.gov.au and register their travel where recommended. All passengers should review the travel advice issued by the government of their country of residence regularly ahead of travel, as advice can change.

16. CONDITIONS OF SUPPLIERS

The services which make up your arrangements are provided by independent suppliers whose terms and conditions will apply. Those terms and conditions may limit or exclude the supplier's liability to you to the extent permitted by law. Copies of the relevant terms and conditions are available on request from us or the supplier concerned.

17. BEHAVIOUR

You are responsible for ensuring that you and all members of your party behave in a way that does not cause danger, distress or damage to others or to property. If your behaviour, or that of anyone in your party, causes or is likely to cause danger, distress or damage, we, our agents or our suppliers may terminate your arrangements. In that case our responsibility to you will cease immediately, you will not be eligible for any refunds or compensation, and you will be liable to reimburse us for any expenses we incur as a result.

18. EXCURSIONS, ACTIVITIES AND INFORMATION ACCURACY

We may provide you with information about activities and excursions available in the area you are visiting. We have no involvement in any such activities or excursions, which are neither run, supervised nor controlled in any way by us; they are provided by local operators or other third parties who are entirely independent of us and do not form any part of your contract with us, even where we suggest particular operators or assist you in booking them. We cannot accept any liability in relation to such activities or excursions. We do not, however, exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. In certain situations, such as safari or trekking holidays, you may be asked by the supplier to sign an indemnity waiver form locally; please ask us in advance if you would like details. Where an activity is a recreational service supplied in Australia, any waiver or exclusion is subject to section 139A of the Competition and Consumer Act 2010 (Cth) and equivalent state and territory legislation.

19. ABOUT US AND OUR OBLIGATIONS

360 Private Travel Pty Ltd (ACN 685 913 071, ABN 93 685 913 071) is an Australian travel intermediary registered in New South Wales, IATA accredited (No. 96189833) and a member of the 360 Private Travel group. We are registered for GST. We do not hold an Australian financial services licence. Our staff and authorised representatives are trained to comply with the Australian Consumer Law, and we will take reasonable steps to assist customers with a disability or who need additional support to access our services.

We will provide our services with due care and skill, disclose all relevant information about your arrangements in plain and easy-to-understand language, advise you of any relevant options and

alternatives, communicate with you in a timely manner, and not engage in misleading or deceptive conduct.

20. GOVERNING LAW AND JURISDICTION

These booking conditions and any dispute, claim or other matter arising between us are governed by the laws of New South Wales and the Commonwealth of Australia, and both parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to hear appeals from them, save where mandatory provisions of the law of your state or territory of residence provide otherwise. Nothing in this clause prevents you from bringing a claim in the small claims division of a court or tribunal in your state or territory of residence.

SCHEDULE OF FEES

This Schedule forms part of our booking terms and conditions and lists every fee that 360 Private Travel Pty Ltd itself charges. It does not include the price of your travel arrangements or any charge imposed by a travel supplier, which will be shown separately on your quotation and confirmation. All fees are in Australian dollars and include GST where applicable. Where a fee is stated as "nil" no fee is charged. We will tell you before any fee is incurred.

Fee	Amount (A\$ inc. GST)	When it applies
Travel planning fee	Nil, unless agreed with you in writing before we start work	Payable for our planning service whether or not you go on to book. Refundable only if we do not provide the planning service agreed with you.
Booking and service fee	Nil	No fee is charged for making a booking.
Amendment fee	A\$150 per change	Each change you request to a confirmed booking, in addition to any supplier amendment charges (clause 6). Your advisor may waive this fee.
Cancellation administration fee	A\$150 per booking	Each booking you cancel, in addition to any supplier cancellation charges and forfeited deposit (clause 6).
Ticket or document reissue fee	Nil	Any supplier reissue charge is passed on at cost (clause 12).
Late payment fee	Nil	No fee is charged for late payment (clause 3).

Fee	Amount (A\$ inc. GST)	When it applies
Card surcharge	Nil for eftpos, Mastercard and Visa. American Express: our cost of acceptance	Applies only to American Express payments and is shown to you before you pay. No surcharge applies to eftpos, Mastercard, Visa or bank transfer.
International or urgent courier fee	At cost	Only where you ask for physical documents to be couriered.

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