

TERMS AND CONDITIONS POLICY

Last Updated: 27th January 2020

“We”, “Our”, “The Company” and “Us” and similar expressions refer to Kookaburra Coaches Pty. Ltd. “You” and similar expressions refer to you, our customer or proposed customer.

Terms and User Agreement

Our terms overrule any other form. These terms prevail if they are inconsistent with anything in earlier bookings. An accepted booking can only be cancelled according to our current cancellation terms.

From time to time these terms and conditions may be updated without notice to You. If such changes of Our terms and conditions substantially effect your rights and obligations We will notify You by email with these changes as they occur.

By using Our site to search for the products and/or services offered, you are indicating:

- That You have read these Terms and Conditions and
- Your acceptance of these Terms and Conditions.

Capacity

By making a booking through Us or Our agents, you warrant that You are over 18 and that You have the legal right and ability to enter into a legally binding agreement with us. No persons under the age of eighteen (18) are permitted to undertake a booking in their own right.

Accuracy of Information

Information in Our brochures and on Our website is correct at time of publication, however, some details could possibly change. Photographs used in tour brochures, our website or other promotional materials represent typical scenes, however, it is possible that particular subject matter may not be seen on tour. Photographs on Our website and brochures of coaches are representative only and may not be actual vehicles used on charters or tours.

We also reserve the right to change, alter, vary or amend this information at anytime.

English

All Tour Leaders, local tour guides and ships' crews speak English and all holiday commentary and instructions are conducted in English only. For maximum enjoyment and understanding, you should be able to read, understand and speak English.

Use of Website by You

You agree not to access (or attempt to access) any part of this website by any means other than through the interface provided by us.

You agree that you will not engage in any activity that interferes with or disrupts the website or the servers and networks that host the Website. You may not use data mining, robots, screen scraping or similar data gathering and extraction tools on this site except with our prior written consent.

You agree not to, or attempt to circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any content or enforce limitations on the use of the website or the content therein.

You agree not to use, copy, distribute or commercialise content except as permitted by this agreement, by law or with our prior written consent.

You acknowledge, understand and agree that any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities.

You agree to comply with all applicable domestic and international laws applicable to your use of the website. You agree not to upload or post to Our website any material that is abusive, defamatory or obscene; any materials which infringe any third party's copyright, patent, trade mark, trade secret, confidentiality, privacy or other proprietary or Intellectual Property Rights; or any material or content which is contrary to law or the rights of any person.

Intellectual Property

Content displayed in or comprised by Our website, brochures, promotional materials and any other documents or materials issued by us (all together referred to as "Our Materials"), including but not limited to text, graphics, logos, icons, images and photographs, is subject to copyright and other rights owned by Us, Our related entities, licensors or content suppliers (as applicable) and is protected by the Copyright Act 1968 (Cth) and other international copyright and intellectual property laws. The brands, names, images and logos displayed on Our website and in Our Materials may be the subject of trade marks that are registered to Us, Our related entities, licensors or service providers (as applicable) and protected by the Trade Marks Act 1995 (Cth) and other international trade mark and intellectual property laws. You may access, display, download and print portions of our website only for Your own private non-commercial use and to order products or services that are offered by us. This permission is subject to You not modifying the content of our website, keeping intact all

copyright, trade mark, and other proprietary notices, and any additional restrictions or express exceptions displayed on our website. Any other use of content on our website or in our materials, including but not limited to the reproduction, modification, distribution, transmission, re-publication or display of such content is strictly prohibited. Nothing in these terms and conditions, our website or our materials does or is intended to transfer any Intellectual Property Rights owned by Us, Our related entities, licensors or content suppliers to You or any person.

Links to Third Party Websites

The Site may contain links to other websites. Any personal information you provide on linked pages or sites is provided directly to that third party and is subject to that third party's privacy policy. This Policy does not apply to such linked sites, and We are not responsible for the privacy and security practices and policies of these websites or any other sites that are linked to or from this site. We encourage You to learn about their privacy and security practices and policies. In addition, we are not responsible for and do not endorse the content of any linked pages or sites, any use (or misuse) of information You may supply to or obtain from a linked page or site, or for any goods or services offered via linked pages or sites. We do not warrant or represent the accuracy, utility or any other characteristic of any information or content appearing in any linked page or site. We are not party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from Our website.

Change of Control

Subject to relevant laws, if We merge, sell or otherwise change control of our business or this site, We reserve the right, without giving notice or seeking consent, to transfer or assign your Personal Information, content and rights that We have collected from You and any agreements We have made with You.

Communication by Us or Our Agents

As a condition of booking a tour or charter with Us, You consent to Us:

- Writing, emailing or telephoning you regarding Your booking;
- Receiving promotional emails/mailouts regarding product information.

You may choose to opt-out of receiving promotional emails at anytime by contacting Us by email or in writing. More information about these emails can be found in our Privacy Policy.

Privacy

We respect Your privacy and will only use the personal information in accordance with Our Privacy Policy and in accordance with the Privacy Act 1988. You can obtain full details of how we collect, use and disclose your personal information from Our Privacy Policy, a copy can be obtained by visiting Our website.

Tour Reservations/bookings and Payments

We require a completed booking form and a 10%* deposit to be paid with your booking. The deposit is refundable according our cancellation policy. The final balance is due as follows:

International Tours: The final balance is due 95 days prior to departure.

Domestic Tours: The final balance is due 65 days prior to departure.

*Additional deposits may be required by third party operators. Contact Our office to see if this applies to your selected tour.

Charter bookings and payments

Charters will be invoiced to You within 7 working days of your acceptance of our quote. The invoice payment terms are 7 days from the invoice date.

Invoicing

You are responsible for verifying everything on Your invoice is accurate and complete, including dates travel, options selected and that each traveller matches the relevant passport or government issued ID used for travel. The Company or Our agents cannot accept responsibility if We are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, The Company reserves the right to re-invoice You with correct pricing.

Travel Insurance

Travel insurance is not included, but is a requirement for all passengers on all extended national and international tours.

In the event a passenger needs to make alternative arrangements either before a tour commences or whilst on tour it is the personal responsibility of the passenger to make direct contact with their insurance company and inform the Tour Leader or Our office of the alternative arrangements.

If you book a tour through Us, You agree to provide Us with the details of the insurance prior to commencement of the tour.

Emergency Contact Details

All passengers on national and international extended tours must provide emergency contact details prior to travel. This is so The Company can get in touch with friends or family in the rare case of an emergency as well as an "On Tour" contact, i.e. mobile phone number or email address, for use by the Tour Leader. Our office will provide you with details about how to provide your emergency contact details.

Cancellations and Amendments

Where We are charged a cancellation fee by one of our suppliers this cost will be passed onto you, over and above our fees.

We understand that sometimes You will need to make changes to Your confirmed booking. Whilst We will try to assist, there are circumstances where this can be time consuming for Kookaburra Coaches. In order to keep Our tour fares as low as possible this cost will be passed on to You at the rate of \$75 per change. Should the need arise to cancel Your confirmed booking We will require notice in writing and the date We receive this notice is deemed as the date of notice.

The following schedule will then be used to determine the fee payable for cancellation:

For Australian Domestic Tours

Days of Notice	Fees per person
120+	No charge unless specifically stated*
60 - 119	Loss of deposit (10% of tour price)
31 - 59	35% of the tour fare
16 - 30	75% of the tour fare
0 - 15	100% of the tour fare

For International Tours

Days of Notice	Fees per person
120+	No charge unless specifically stated*
95 - 119	Loss of deposit (10% of tour price)
65 - 94	50% of the tour fare
0 - 64	100% of the tour fare

For Day Tours

Days of Notice	Fees per person
70+	No charge unless specially stated*
30 - 69	35% of the tour fare
4 - 29	75% of the tour fare
0 - 3	100% of the tour fare

* Loss of deposit paid may occur on certain tours which would have been detailed specifically on each tour at time of booking.

If the tour has commenced there is no refund for any unused services or portions of the tour.

In the case of a tour which includes a cruise, the operator may have a different cancellation policy. You will be provided information if that is the case.

Charter Cancellations

50% of the charter cost will be charged if the charter is cancelled within 72 hours of the charter. 100% of the charter cost will be charged if the charter is cancelled within 24 hours of the charter. If the charter is cancelled after the charter has been confirmed a \$100 administration fee (inc GST) will be charged. In the event of cancellation notice must be given by phone and email.

Prices

Every effort has been made to ensure that prices indicated are correct, We reserve the right to adjust prices should there be changes to exchange rates or included taxes or any other items outside Our control. All prices quoted are in Australian Dollars and are subject to subject to exchange rate fluctuations.

Minimum Passenger Numbers

No tour is a “guaranteed” departure. Each tour requires a determined minimum number of passengers to operate. Should the minimum number for a particular tour not be reached We reserve the right to cancel any tour. Should this occur We will provide a full refund of the tour cost or transfer the deposit to another tour depending on the wishes of the passenger.

Passengers Travelling Alone

Bookings will be accepted up to 90 days prior to the departure date of tours for Solo Passengers willing to share with another rooming partner of the same gender. Bookings made under 89 days prior to departure can only be made subject to availability or at the discretion of Us or Our suppliers. We take no responsibility for the suitability of the allocated rooming partners. If You wish to have sole occupancy of a room you are required to book as a single passenger and pay the single tour/cruise price.

Passports and Visas

The cost for passports or visas are not included in the tour fare. Some international tours will require You to obtain a visa for entry into some country and is the responsibility of the passenger. If You require any assistance please contact our office – fees will apply. Your passport will require a minimum of 6 months validity from the end date of Your tour.

General Health Requirements

It is a condition of travel on Our services that You are medically and physically fit for travel. Please note that some tours require a higher level of fitness than others. If You are not sure if You are fit for travel on a particular tour please contact Our office and discuss Your needs. We require all passengers to be capable of self care during the tour, should You require assistance it remains Your responsibility to supply and carer and pay for their fare. It is up to You to ensure that if You require doctor's clearance to travel that You obtain that clearance. We may request that You provide such clearance to Us at any time. If a passenger has a condition that We decide may seriously affect the enjoyment, health or safety of themselves or any other person on the tour, We can refuse or cancel a booking. Such decisions will be made giving reasonable consideration to Your circumstances and We will advise You of Our decision as soon as possible.

Wheelchairs and walkers cannot be carried on any international coach tours due to space limitations. A maximum of four walkers and no wheelchairs can be carried on Australian coach tours due to space limitations. Guests with restricted or limited mobility and those with medical conditions must be self-sufficient or travel with a carer or someone who can assist with day-to-day activities. Our staff are unable to act as personal carers. Guests who are bringing a mobility aid with them must advise Us at the time of booking.

In the case of a cruise, areas of the ship may not be wheelchair accessible. Please note that some ports can only be accessed using the ship's tenders. Tender boats and tender ports are generally not accessible to guests confined to a wheelchair or with significant mobility impairments. You must provide Your own wheelchair or mobility aid and must ensure it can be stored in accordance with the cruise line policy. Please advise Our office that you will be bringing your own wheelchair for the cruise.

Medical Assistance

We do not employ medical staff or medically trained personal on any of Our services. Should you require medical assistance whilst on tour, while the tour director and/or driver may be able to provide some assistance to telephone for assistance or arrange transport to a hospital, You are fully responsible for all charges resulting from this.

If You have booked on a cruise, please note that it is important to note that the ship/vessel may not have medical staff. However, your Tour Lear and/or driver may be able to provide assistance. We note that is Your responsibility to carry out due diligence in relation to the medical services provided by the cruise operator. Please consult the relevant passage contract/terms and conditions for that company. The cruise operator will be noted in Our brochure.

Travel Advice

Our tours and services are worldwide and at times there can be dangers associated with travel of any description. We will always have our passengers' in mind and will never place You in a situation that We have deemed dangerous. We recommend that if You have concerns You check with the Department of Foreign Affairs and Trade (www.smarttraveller.gov.au) prior to proceeding with a booking.

Items not included in Tour Price

Inclusions for each individual tour is listed in each tour brochure. Additional costs may include:

- Airport Taxes (unless included in airline ticket);
- Passport fees;
- Visa fees;
- Meals not indicated;
- Optional sightseeing;
- Personal tipping/gratuities;
- Travel insurance;
- Drinks (unless stated) and
- Personal expenditure.

Travel, Accommodation and Itinerary Changes

We make every effort to ensure that all services are delivered as per the details in our brochures and shown on our website. As some services are booked by or with third party operators We reserve the right to make changes as We deem necessary for the overall good of the tour. You, the passenger agrees to have no claim against Us for any variation to the tour where a third party is involved.

Whilst We have made every effort to ensure that the itineraries are correct at the time of publication, there are times where We do need to make changes. These changes will always be made in the interest of the overall tour. We reserve the right to make these changes at any point up to departure and whilst on tour. The tour maps printed in the tour brochures are to be used as a guide only and should not be relied upon as the action route to be taken during the tour. Pictures used in the tour brochure, website or promotional material represent typical scenes, however it is possible that a particular subject matter may not be seen on the tour.

Whilst We will take all reasonable steps to provide an enjoyable tour, We accept no liability for any loss of enjoyment whatsoever and howsoever experienced by the passengers.

Vaccinations

It is Your responsibility to ensure that You have any and all required vaccinations for Your tour. We recommend You consult Your general practitioner. Further information is also available at www.smarttraveller.gov.au.

Special Dietary Requirements

You must advise Us of any special dietary requirements and while We will make the best endeavours to ensure these are provided it cannot be guaranteed that these special diets are met.

Behaviour on Tours and Charters

You will:

- Wear the seatbelt properly;
- Refrain from smoking;
- Refrain from drinking alcohol or consuming illicit drugs;
- Refrain from placing graffiti or etching any part of the vehicle;
- Refrain from interfering with bus property, equipment and signage and
- Refrain from leaving rubbish on the bus, or at bus stops or interchanges.

The above list not exhaustive and You are also subject to the ‘**Travel Restrictions and Rights of Our Staff or Agents**’ clause below.

Smoking (including the use of Electronic cigarettes) and the consumption of alcohol are not permitted on any of our tours or charters.

In the case of a cruise, smoking in staterooms and on private balconies is not permitted. There are selected areas where smoking is permitted, including the use of Electronic cigarettes which do not emit smoke. This information will be communicated to You onboard.

Travel Restrictions and Rights of Our Staff or Agents

During the charter/tour Our staff or agents will exercise complete control over the tour and take such actions as they think necessary to preserve the safety and integrity of the tour group and the comfort, safety and enjoyment of the guests and crew. You are responsible for ensuring that no travel restrictions apply to You. If police or any other authority in any jurisdiction notify Us of, or We otherwise become aware of, any matter that reasonably causes Us to believe Your presence on the charter/tour presents a risk to Your own health or safety or the health or safety of other guests and crew, We, or the Ship’s Captain, may deny You boarding and may

refuse or cancel any bookings from You. Once the charter/tour has commenced, if a guest seriously affects the safety, well-being or enjoyment of themselves or any other person on board, Our staff or agents have the right to confine, sedate or disembark the guest. In such cases, We are not responsible for any expenses including Your return home. In addition, You will not be entitled to any refunds. While Our staff or agents will always act reasonably in these circumstances, You accept that the safety, wellbeing and enjoyment of everyone on board comes first.

Minimum age to Travel

Passengers under 18 years of age at the departure date must be accompanied by an adult/s and share accommodation with this adult/s. If one child is sharing with one adult the normal adult twin share fare applies. If additional children are sharing with 2 or more adults, prices will be provided upon application. Children under the age of 12 years may be accepted for travel at the sole discretion of Kookaburra Coaches. Children of all ages must be able to sit in a normal coach seat.

In regard to cruises, each cruise operator has different terms and conditions. Please consult the appropriate cruise operator for your booked tour.

Children & Teenagers

Parents/legal guardians are responsible for children and teenagers at all times. If a child or teenager displays dangerous or disruptive behaviour, the '**Travel Restrictions and Rights of Our Staff and Agents**' (page 10) will be applied to both parent/legal guardian and child/ teenager. Children's access to pools and spas may be restricted if adult supervision is not provided by a parent/guardian. Prams and strollers must be collapsible and capable of being stored in Your cabin. For the safety and enjoyment of all guests, there are limits on the number of children and teenagers that can be carried within different age groups. The age of the guest on the day they board the charter/tour, is the age We use for the entire charter/tour.

Luggage

Australian Domestic Coach Tours

Your luggage limit per person: one (1) medium suitcase 68cm long X 47cm wide X 31cm deep in weight per person with a small bag to take on the coach. The suitcase weight should not exceed 15kg.

International Tours and Cruises

Your luggage limit per person is: one (1) large suitcase and one carry on bag per person. The suitcase must not exceed 76cm long X 53cm wide X 28cm deep and weight should not exceed 20kg. All flights that are included in your itinerary include any airline fee for standard luggage allowances. You will be responsible for any excess luggage charges.

Seat Rotation

To ensure the comfort and enjoyment of all passengers a seat rotation system will be in place to provide a sharing of front seats. You are required to adhere to this seat rotation system and if you suffer from motion sickness you should arrange for medication or alternatives to treat systems as we cannot make allowances for this.

Prohibited Items

The safety and security of Our staff and guests is paramount and, as such, You are prohibited from carrying certain items on Our charters and tours. Security screening of You and Your baggage may be conducted each time You board any of Our charters or tours and if You are found in possession of any of these items deemed unsuitable for carriage by us or Our agents they may be permanently confiscated. You agree to allow such searches. Security screen will take place each time you board a ship. We or our agents can deny boarding or disembark any person in possession of any weapons or illicit substances. This list is not exhaustive and other items may be refused carriage at the discretion of Our staff, airport, port or ship security staff.

The following items will not be permitted (N.B. this is not an exhaustive list):

- Items containing any kind of heating element, such as but not limited to: immersion heaters, heating blankets, clothes irons, water heaters, coffee machines with heating / hot plates, etc;
- Any Illegal narcotics / drugs or substances;
- All firearms including replicas, imitations and their components;
- Air, BB or pellet pistols or rifles;
- Any other projectile-weapon (e.g., paint ball guns);
- All ammunition;
- All explosives, including imitation explosives and devices
- Fireworks, flares, pyrotechnics;
- Sharp pointed weapons including throwing stars;
- Knives with a blade longer than 4 inches/10.16 cm;
- Open razors;
- Slean dhus or kirpans;
- Spears or spear guns;
- Crossbows, crossbow bolts and long bow arrows;
- Blunt weapons including knuckle dusters, brass knuckles, clubs, coshes, batons, flails or nunchakas;
- Items containing incapacitating substances (e.g. gas guns, tear gas sprays, mace, phosphorus, acid and other dangerous chemicals that could be used to maim or disable);

- Flammable substances and hazardous chemicals;
- Any other item made, adapted or intended for use as an offensive weapon;
- Stun devices;
- Large batteries;
- Any remotely controlled or autonomously flying devices, toys or drones;
- Self-balancing hover boards, air wheels, scooters, or segways;
- Compressed gas tanks, bottles, cylinders including dive tanks, propane tanks and aerosol cans and
- Emergency Position Indicating Radio Beacons (EPIRB), ham radios, satellite phones, transformers, lasers and laser pointers.

Pregnancy

Of particular importance in relation to airline or cruise bookings. Guests who are pregnant at the commencement of their cruise/flight are required to supply a physician's 'fit to travel' note, including Your estimated due date, prior to embarkation. If You will be pregnant at the time of Your tour please contact Our office for further information.

Leaving the Tour, Cruise or Charter Early

If You are required, or choose, to leave the tour, cruise or charter early We are not responsible for any expenses, including Your return home.

In the case of a cruise, if You do not return to the ship in time for sailing after a port visit it is Your responsibility and cost to arrange transportation back to the ship at the next port. In regard to shore excursions arriving back late to the ship, please enquire directly with the cruise company for further information. We recommend you consult daily information provided onboard the ship in relation to departure times.

Dogs, Cats & Service Animals

We will permit individuals to bring service animals on Our charters and tours, subject to applicable Customs and Quarantine requirements. In order to make appropriate arrangements, notice that a guest will be travelling with an animal must be provided at the time of booking. In the case of a cruise, local laws or customs may prevent animals, including service animals, from embarking or disembarking at particular ports and countries. It is the guest's obligation to consult local customs authorities for information and to obtain all documents/health certificates that may be required.

If You do intend to bring a service animal with You on one of Our charters or tours You need to advise Our office at the time of booking.

Security Cameras

For the safety and security of Our guests and crew, We or Our agents may use Closed Circuit Television (CCTV) to monitor and record public areas on board all forms of transportation used for this charter/tour. This footage and any accompanying audio recording is confidential and is not available for viewing, unless required or as permitted by law. We are not responsible for any consequences arising from the viewing or other use of this footage.

Lost or Damaged Luggage and Personal Belongings

Please ensure that all valuable and important items, such as jewellery, medicines, fragile items, and camera/computer/electrical equipment are carried in Your hand luggage and not packed in Your main luggage/suitcase or left unsecured in your room or onboard any transportation mode utilised on Your charter or Tour. Where available, all valuables and important items should be stored in Your in-room safe. Where Consumer Laws and other laws permit Us to exclude Our liability, We will not be liable for loss of, or damage to, any luggage or other belongings.

Air Arrangements

We are not responsible if an airline cancels, reschedules or delays a flight for any reason. If You miss any flights it is Your responsibility and cost to arrange transportation to your destination. We are not responsible for any additional expenses incurred as a result of any changes by airlines. Refer to airline policy and Your travel insurance.

Frequent Flyer Points

Airfares may or may not attract Frequent Flyer points. This decision rests with the airline and is not the responsibility of Us. However, if You are a frequent flyer member of the airline/s which are used for Your tour, please provide Us with Your member number at the time of booking so we can provide this to the airline. The time frame for credit of the points earned during Your tour to your frequent flyer membership is subject to the airline's terms and conditions.

Complaints

If You have any concern with any aspect of Your charter or tour please contact Your Tour Leader or driver in the first instance. If the resolution suggested is not acceptable to You, please call or email Our office during Your tour to see if We can resolve the problem. Any complaints made after the tour, for which you are claiming compensation, need to be in writing and received by Us within 30 days of the final return date of the tour.

Force Majeure

Force Majeure means an occurrence of an event that is beyond Our reasonable control and which could not have been prevented by Us, this includes but is not limited to events such as:

- a) War, riots, civil strife, industrial dispute or terrorist activity or threat;
- b) Nuclear or other industrial accident;
- c) Natural disaster including but not limited to flooding, fire, earthquake, adverse weather conditions and
- d) Changes in law.

If We consider that any Force Majeure event/s prevent Us directly or through Our employees, agents or subcontractors from lawfully or safely providing any services to You as originally booked, We may immediately:

- a) Terminate the booking and tour in whole or part, and/or;
- b) Change your travel arrangements as reasonably practicable to ensure Your safety and invoice you for any additional costs associated with this.

In the event We cancel or change your travel arrangements in any way due to Force Majeure, We will not be liable to You in contract, tort, statute or restitution for any loss, deposit or tour price, loss of enjoyment, damage, additional costs incurred by You or injury resulting from or in connection with either cancellation, change or the Force Majeure event.

Severability

These Terms and Conditions must, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretations or construction is held to be illegal, invalid or unenforceable:

- That provision must so far as possible, be read to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- If the provision or part of it cannot effectively be read, that provision or part of it will be deemed to be void and severable and the remaining provisions of these Booking and Passage Conditions will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

Governing Law

These terms and conditions are governed by the laws in force in New South Wales, Australia. The parties submit to any court action to be in the jurisdiction of the courts of New South Wales.

Limitation of Liability Limitation of liability for Recreational Services

Save for liability for significant personal injury caused by Reckless Conduct by Us or Our servants or agents, We exclude liability for all Excluded Recreational Liabilities arising out of the supply of Recreational Services. Excluded Recreational Liabilities” means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease. Recreational Services” has the meaning set out in section 139A(2) of the CCA.

Contributory Negligence

Our liability will be reduced in proportion to any negligence or fault on Your part.

Responsibility

Kookaburra Coaches Pty. Ltd. ABN 87 605 303 857 (hereinafter called the operator) acts only as an agent for the hotels, transport companies and other entities involved and all coupons, exchange orders, contracts and tickets issued by the operator are issued subject to any and all tariffs, terms and conditions under which any accommodation, transportation or any other services whatsoever are provided by such hotels, transport companies or contractors.

The operator shall not be liable or responsible for death or injury to any person or loss of or damage to any property or otherwise (including luggage) whether due to it, or its servants, agents or employees negligence or otherwise arising out of or in connection with any accommodation, transportation or other services or resulting directly or indirectly, from Acts of God, fire, breakdown or failure of machinery or equipment, acts of government or other authorities civil disturbances, strikes, riots, pilferage, epidemics, delays or cancellations of or changes in itinerary or schedules, over bookings, defaults any other causes beyond the Operator’s control, through the acts or defaults of hotels, transport companies, contractors providing accommodation, transportation or other services and that neither the Operator nor its servants, agents or employees shall be or become liable or responsible for any additional expense or liability sustained or incurred by the passenger as a result of any foregoing causes.

All persons effecting bookings through the Operator or its agents warrant that he or she has the authority of the persons therein designated, whether by name or not, to make the booking on their behalf. The payment of

monies by way of deposit or balance of the fare to the Operator or its agents shall be deemed consent to the above conditions.

Dictionary

“**CCA**” means the Competition and Consumer Act 2010 (Cth).

“**Excluded Recreational Liabilities**” means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease.

“**Intellectual Property Rights**” means statutory, proprietary and all other rights throughout the world, whether registered or unregistered, in respect of copyright, trade marks, confidential information, patents, designs and all other rights of a like nature, by law in force in any part of the world including all applicable renewals and extensions.

“**Reckless Conduct**” has the meaning set out in section 139A(5) of the CCA.

“**Recreational Services**” has the meaning set out in section 139A(2) of the CCA.