TERMS & CONDITIONS

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and/or “our” in these booking terms and conditions shall mean Spencer Group of Companies Pty Ltd.
These terms and conditions apply to bookings you make with our consultants (in person, over phone or by email) as well as online bookings you make on our 3rd party website.

We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these terms and conditions.

PASSPORTS & VISAS:
All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). If you need information regarding visas, passports and other travel document requirements for your trip, please let your consultant know or, for online bookings, contact us on 02 9281 5477. We can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us. Our consultants can also obtain more specific information from an external visa advisory service provider on your behalf (if you wish, we can assist you to obtain visas through this external service and fees will apply). We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

TRAVEL INSURANCE:
We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is also strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel.
If you purchase travel and decline travel insurance, you may be required to sign a disclaimer.

TRAVEL ADVICE & HEALTH REQUIREMENTS:
We recommend that you contact the Department of Foreign Affairs and Trade or visit their website at www.smartraveller.gov.au for general travel advice, health requirements and safety alert levels relating to the destination you wish to visit. You should regularly check such travel advice while you are traveling because changes may occur without notice. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel for any vaccination requirements. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country.

PRICES:
All prices are quoted in AUD unless otherwise advised. Prices are subject to change at the discretion of the supplier, prior to booking. This is out of the control of us. The price is only guaranteed once paid for in full by you. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increase. Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports.

SERVICE FEES:
A full list of your corporate service fees are available from your Account Manager. You acknowledge that we may receive fees, commissions, gifts or financial incentives from third parties under this contract.

SUPPLIER CHANGE AND CANCELLATION FEES:
Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier

cancellation fee for any booking which you change or cancel, you agree to indemnify us for the full amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier, this can take up to 90 days.

DEPOSIT AND FINAL PAYMENT:
You may be required to pay a deposit or deposits when booking. Your consultant will advise you of how much that will be. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Final payment is required no later than 6 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

REFUNDS:
We will not provide you with a refund for the service fee charged if the booking does not go ahead. Refunds for bookings are subject to the supplier's terms and conditions. If the supplier is required to provide you with a refund for the booking, our agent will provide the refund, subject to the supplier's terms and condition's We are not responsible for supplier delays in issuing refunds. You acknowledge that supplier can take between 60 – 90 days to process any refund.

PAYMENT:
All fees incurred in connection with the services provided by us will be charged or otherwise payable using your nominated payment method. Where a payment is declined, unsuccessful or otherwise not received, you remain responsible for the outstanding amount and agree to pay it immediately on demand.

AGENCY:
We act as an agent for and sell various travel related products as agent on behalf of, numerous transports, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers.

We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request. Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.
We cannot guarantee the performance of the supplier. Bookings are subject to the supplier's terms and condition's including conditions of carriage and limits on liability.
Customer is responsible for reading these before finalising any transaction.
Any brochures are not agent's but are supplied by the suppliers. Neither us nor our agents accept any liability for errors in material supplied by suppliers.

LIABILITY:
To the maximum extent permitted by law, neither Spencer Group of Companies Pty Ltd nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control or arising as a result of any event which is beyond our control or which is not preventable by reasonable diligence on our part (including, without limitation, any event (such as changes to border controls) relating to any, epidemic or pandemic). To the maximum extent permitted by law, our liability will also be limited to the extent that any relevant international conventions, (for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation), limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and

delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). Our liability to you is subject always to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Australian Consumer Law.
You acknowledge that travel during any epidemic or pandemic is inherently risky. To the maximum extent permitted by law, we exclude all liability to you whatsoever in relation to any loss or damage you may incur as a result of any epidemic or pandemic or any related events (including, without limitation, illness or death associated with the virus or changes to travel arrangements arising from government regulations or changes to border controls). Subject to Australian Consumer Law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused by suppliers or third-party providers over whom we have no direct control.

FORCE MAJEURE:
Neither party will be liable to the other party for any failure or delay in performing an obligation under these terms and conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy (Force Majeure).
For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. If a Force Majeure event occurs, notwithstanding any provision of these terms and conditions to the contrary, you will remain bound by any applicable supplier's terms and conditions.

SPECIAL REQUIREMENTS & FREQUENT FLYER:
Please liaise with your consultant regarding any frequent flyer membership details, loyalty programs and special requirements you may have for your travel arrangements such as special meal, seating requests, room type or disabled access. Please check your frequent flyer program or other applicable loyalty program for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking.

TRAVEL DOCUMENTS:
Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non- refundable, non-date-changeable and subject to cancellation and/or amendment fees.
Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder.
An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. If you have booked with a consultant, it is your responsibility to ensure you have all travel documents from us prior to travel. As a rule, your travel documents will be available 2 weeks prior to departure, however this will depend on your individual arrangements. Please contact your consultant to confirm when your travel documents are available.

SCHEDULE CHANGES:
We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.

PRIVACY POLICY:
We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. You agree that in certain circumstances (such as where you request us to book international travel for you), we

are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation, or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside of Australia. We will only disclose your personal information to these persons in connection with facilitation of your travel booking and/ or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

GOVERNING LAW:
If any dispute arises between you and us, the laws of New South Wales, Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia and waive any right that you may have to object to an action being brought in those courts.

YOUR RESPONSIBILITY:
Customer agrees that they meet the following requirements:

- You warrant that you are over the age of eighteen (18) and have sufficient funds to pay for the travel services and fees
- You have read our terms and conditions and if booking for third parties have conveyed these terms and conditions to them
- You have read the terms and conditions of any suppliers or third-party service providers and agree to be bound by those
- You are responsible for checking the accuracy of all documents provided to you
- You warrant and acknowledge that you have accessed the Smartraveller website for any specific enquiries in relation to your intended destination
- You understand that Passport / visa and other required identification documents are your responsibility

Signature

Full Name:

Date: