

PART 1 – TRAVEL AND ACCOMMODATION BOOKING TERMS & CONDITIONS

These terms of business for travel bookings ("**Terms and Conditions**") are between The Travel Authority Pty Ltd (referred to as "**TTA**", "**We**", "**Our**" or "**Us**") 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 and Conditions carefully as they apply to any Booking and govern the relationship between us.

These Terms and Conditions together with any applicable Application for Credit which is approved and signed by TTA, form the entire agreement between us ("**Agreement**").

By completing a Booking in accordance with these Terms and Conditions, you are taken to have read, understood and agree to these Terms and Conditions 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 and Conditions:

"**Affiliate**" means, in relation to You, any entity in respect of which You are in a position to control (whether by direct or indirect ownership, directorship or otherwise).

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

"**ATAS**" means the AFTA Travel Accreditation Scheme administered by the Australian Federation of Travel Agents;

"**Booking**" means a reservation made with TTA for Travel Products;

"**business day**" means a day other than Saturday or Sunday or a public holiday in New South Wales;

"**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 Travel Products;

"**pandemic**" means any pandemic as declared by the World Health Organisation or treated as such by any country, including on account of COVID-19;

"**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 to the Booking;

"**Travel Product**" means a service or product provided by a Travel Supplier;

"**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 providers and accommodation providers;

"**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 and Conditions do not apply.

1.2 The following rules apply to these Terms and Conditions:

- (a) headings are for convenience only and do not affect the interpretation of these Terms and Conditions; 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. We are only their booking agent. We are not their agent for any other purposes.

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

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. We are not responsible for the goods and services of Travel Suppliers, including without limitation, their quality and timelines, nor the decisions or directions made by the Travel Supplier once you are in their care and control. If you have not received a copy of the Travel Supplier terms and conditions as part of the Booking process, please let us know and we will provide a copy to You..

3. **Price**

3.1 We will provide you with 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 (as applicable).

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 and Conditions as the case may be).

3.7 In addition to any amounts payable under this Agreement, if the price is expressed on a GST-exclusive basis (applicable for business customers), You must pay, on production of a tax invoice, any applicable GST payable in respect of the price of the Booking.

4. **Payment Terms, Credit and Debit Cards**

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 provided 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 1.3% (in the case of Visa, Mastercard or AMEX) or 2.29% (in the case of Diners Club) will apply to the price for the Booking.

4.4 Payments processed in a foreign currency (a currency other than the original card holder's country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.

4.5 A credit card or debit card fee may also be charged by certain Travel Suppliers and low cost airline carriers. You will be notified of such charges prior to your purchase.

4.6 All charges, including credit card fees, may be in another currency (e.g. EUR), in respect of which we will provide an estimate in Australian dollars.

5. **Service Fees and Commissions**

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:

Travel Type	Fee (per person)
International	AUD \$121 (incl. GST)
Domestic & Trans-Tasman	AUD \$33 (incl. GST, where applicable)

5.2 We may receive a commission, fee, rebate, gift, or financial incentives from Travel Suppliers in respect of your Booking. Any commission, fee, rebate, gift, or financial incentive received by Us from Travel Suppliers in relation to your Booking is non-

refundable in the event of cancellation.

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 and Conditions 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 To the full extent permitted by law, the aggregate liability of TTA in connection with these Terms and Conditions is limited to the price paid to TTA by You.
- 6.5 Any claims in relation to the services supplied by the Travel Supplier must 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. Also, note that You may **not** be covered by Medicare if you suffer ill health or injury on a cruise around Australia (where the ship is deemed to be outside Australia).
- 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. Please check the terms of the relevant policy carefully. Most policies will now have an exclusion for travel indemnity for any event connected to a pandemic.

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:
 - (a) 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
 - (b) 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 (including public health advice) for destinations You are visiting as part of your travel arrangements.
- 10.2 Some countries and Travel Suppliers may require vaccinations and You should check this on the applicable consulate or embassy website, Travel Supplier website or enquiry line, and consult your general practitioner before commencing travel to any such countries. Also note that some countries have or may introduce "vaccine passports" requiring a full vaccination on account of pandemic management before You can enter their country, minimum age requirements, special exemption criteria and/or PCA testing. It is your responsibility to ensure that You and persons travelling with You meet these requirements. Please note that You may be required to provide a negative COVID-19 test result for travel and some countries may require further testing on arrival.
- 10.3 You acknowledge that your decision to travel is made based on your own understanding of this information. Further, You acknowledge and agree that You are aware of, and assume responsibility for, the risks associated during a time when there is a COVID-19 pandemic.
- 10.4 To the full extent permitted by law, We accept no liability in relation to these additional risks.

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. This is particularly the case where countries, including Australia, have or may introduce travel bans or caps on the number of persons who may enter their country on account of pandemic management at very short notice.

- 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. A Travel Supplier may charge cancellation and amendment fees in accordance with their terms and conditions. These are in addition to the fees charged by TTA. TTA is not liable for cancellation fees or refusals to refund which are made by a Travel Supplier.
- 12.2 Many Travel Suppliers treat name changes and/or itinerary alterations as a full cancellation and these can incur full cancellation charges.
- 12.3 TTA will not charge a cancellation or amendment fee if You cancel or amend your Booking due to a breach by Us of our obligations to You or due to our fault.
- 12.4 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 \$121.

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 and Conditions.
- 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 \$38.50 (incl. GST) per person
International Air Bookings	AUD \$165 (incl. GST per person); OR 11% of ticket value whichever is greater.
Cruises, hotel Bookings and packages	AUD \$165 (incl. GST) per person; OR 22% of the Booking value, whichever is greater.
Note "ticket value" and "Booking value" for the purposes of the above is determined on the net amount exclusive of applicable taxes.	

- 13.5 Cancelled Bookings may also incur Travel Supplier cancellation fees as set out in the Travel Supplier's terms and conditions. Please note that a Travel Supplier may not provide You with a refund or may instead offer You a credit. Please check their terms and conditions carefully. In circumstances where TTA has assisted You to obtain a credit with the Travel Supplier, You agree to pay TTA on demand the applicable fee set out in clause 13.4 as compensation for the time incurred in providing You with such assistance.
 - 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. Please note that some Travel Suppliers may take several months to process refunds.
 - 14.2 Any refund or credit will be subject to the applicable Travel Provider's terms and conditions and will **not** include:
 - (a) a refund of our service fee charged to You at the time of making the applicable Booking, which is non-refundable;
 - (b) credit card fees or any commissions received.
 As noted in clause 13.5, You may also be charged a cancellation fee by the Travel Supplier.
 - 14.3 Where a Travel Provider agrees to issue You with a refund for unused services, it may charge You a service fee against the value of the refund.
- 15. No Show**
- 15.1 If You have a Booking for a Travel Product (including flights and accommodation) but You do not show up to check-in or otherwise do not avail yourself of such Travel Product, You will not be entitled to a refund.
- 16. Variations to Terms and Conditions**

- 16.1 We reserve the right to change or modify all or any part of these Terms and Conditions at any time.
- 16.2 We will provide you at least 30 days written notice of any change or modification to all or any part of these Terms and Conditions. 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.
- 17. Changes in prices and itineraries**
- 17.1 We reserve the right to cancel your Booking in the event we have reasonable grounds to believe that it is fraudulent.
- 17.2 If a Travel Supplier changes any part of your Booking for reasons beyond its control, We will use reasonable endeavours to notify You. If any such changes result in your Travel Product costing more otherwise being materially different, then You may cancel the Travel Product however, any refund would be subject to that Travel Provider's terms and conditions.
- 18. Hotel/Accommodation bookings**
- 18.1 Some Travel Suppliers will require an additional charge to be paid locally (e.g. a resort fee) at the time of check-in or check-out. This amount is in addition to the amount shown during the booking process under the 'total booking cost' amount.
- 18.2 There may be taxes levied abroad but not paid at the point of purchase which are payable in relation to your hotel booking (e.g. local taxes, sales tax etc.). Any such local taxes will be payable by You directly to the Travel Supplier at the time of check-in/check-out.
- 19. Non-solicitation of TTA staff**
- 19.1 You agree not to directly or indirectly solicit any employee of TTA to leave their employment with TTA for a period of 6 months from the date upon which the provision of the Service to You was concluded.
- 19.2 If You breach clause 19.1 and the solicited employee is employed by You or an Affiliate of yours then You agree to pay TTA an amount equivalent to 6 months' salary (calculated at the rate TTA paid that employee on the date they left TTA's employment) in compensation for the costs of recruiting (including payment of any recruitment fee) and training a replacement employee and the disruption caused to TTA's business. You agree that such amount is a genuine pre-estimate of the loss that TTA would suffer in those circumstances.
- 20. Force Majeure**
- 20.1 Neither party shall be liable for any failure or delay or default in performance of their obligations arising under these Terms and Conditions if such failure or delay or default is caused by conditions beyond its control including but not limited to acts of god, earthquake, tsunami, volcanic eruption (including any resulting plume affecting flights), flooding, bushfire or wildfire (however described), government restrictions, war (including biological war and any act of aggression by a country in the nature of war, whether or not falling within the definition of war), insurrections, civil unrest, pandemics, terrorism, and/or any other cause beyond the reasonable control of the party whose performance is affected ("**Force Majeure Event**").
- 20.2 If a Force Majeure Event occurs which affects your Booking, your entitlement to a refund, a credit, or a re-scheduled Booking will depend upon the applicable Travel Supplier's terms and conditions.
- 20.3 If your Booking is affected by a Force Majeure Event and You are entitled to a refund or credit from the applicable Travel Supplier, we will facilitate this refund or credit.
- 20.4 Our booking fee, credit card fees or any commissions received are non-refundable in the circumstance that a Force Majeure Event occurs.
- 21. Your Obligations and Warranties**
- 21.1 You warrant to Us that:
- (a) You are at least 18 years old and have the power, capacity and authority to enter into a binding contract with Us and with Travel Suppliers;
- (b) You have read and understood these Terms and Conditions
- 22. Notices**
- 22.1 Any notice sent under this Agreement must be in writing, and may be delivered by hand or sent by prepaid mail, facsimile or email to the other party, details of which have been provided.
- 22.2 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
- 22.3 A notice is treated as given when:
- (a) if hand delivered, when delivered;
- (b) if sent by prepaid mail, when received or within 48 hours after posting, whichever is the sooner;
- (c) if sent by facsimile, when facsimile machine confirms transmission; or
- (d) if by email, when the email is sent (unless the sender is on notice that the email has not been successfully sent or delivery has been delayed).
- 23. Complaints Handling Policy and ATAS Dispute Resolution Procedure**
- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 Alternatively, You may lodge a complaint directly with the ATAS Compliance manager, details of which are available on www.atas.com.au.
- 23.5 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.
- 23.6 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.
- 23.7 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 at the request of either party by the President of the New South Wales Law Society.
- 23.8 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 and Conditions, including referral of any Dispute to mediation.
- 23.9 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.
- 23.10 Nothing in this clause will prevent either party from obtaining urgent interlocutory relief at any time.
- 24. Privacy and Confidentiality**
- 24.1 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.
- 24.2 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.
- 24.3 Neither party may use Confidential Information for any purpose not contemplated by these Terms and Conditions. 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.
- 24.4 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 and Conditions. The Receiving Party will not, without written consent of the Disclosing Party, disclose any such Confidential Information to any other person or entity.
- 25. Inconsistency** - If there is any inconsistency between these Terms and Conditions and the Booking, the terms of the Booking will prevail.
- 26. 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.

ANNEXURE – TRAVEL TIPS FOR TRAVEL PRODUCTS

These tips set out below are NOT legally binding terms and conditions.

COVID-19 (Coronavirus) Guidance

You should read and understand the current status and updates to Australia's immigration and border arrangements during the COVID-19 outbreak, available at <https://covid19.homeaffairs.gov.au>.

For travel within Australia you should also consult <https://www.healthdirect.gov.au/coronavirus-covid-19-information-by-state-and-territory> for the most up-to-date information by state.

You should also read and understand any supplier requirements (including airlines, cruise lines and tour providers) around passenger safety, including the requirement for face masks and the need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test both for transit and final destination passengers. This information is subject to change without notice. We advise that you update yourself with relevant airline and government policies for your transit and final destination at each of (i) the time of booking, (ii) as you approach your travel date, and (iii) immediately before travel.

Passports, Visas and Health Requirements

It is your responsibility to ensure that you have the required documents, including visas and passports, before travelling to a destination. For more information please log on to www.dfat.gov.au and www.smarttraveller.gov.au. Please check with the respective embassy or consulate of each country that you are travelling to, as many destinations require visas for both Australians and non-Australian passport holders. For more information, log on to www.visalink.com.au. You need to ensure that you have at least 6 months validity on your passport from the date of your departure return.

For International travellers booked on flights to the USA, including Hawaii, it is now mandatory, under the Visa Waiver Program to receive an electronic authorisation known as ESTA (Electronic System for Travel Authorisation) no less than 72 hours before travel to the USA. This can be obtained from the following website: <https://esta.cbp.dhs.gov/esta/>.

For international travellers booked on flights to Canada, you either need a visitor visa or an Electronic Travel Authorization (eTA) to fly to, or transit through, a Canadian airport. An eTA can be obtained from the following website: <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html>

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations. Vaccinations are strongly recommended for certain destinations. You need to contact your local doctor who will advise you of these requirements. Please note that vaccinations may be recommended before your travel departure date.

Travel Advice

We recommend that you contact the Department of Foreign Affairs and Trade (DFAT) or visit their website at www.dfat.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, which will make it easier to contact you in an emergency.

Ticketing

For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. All other travel documentation, such as hotel booking confirmations, will be emailed to the email address you provided as an e-document. If the Travel Supplier issues paper vouchers, these will be posted to the address you provided.

Baggage Allowance

Baggage allowance varies from airline to airline and in many cases the airfare you have paid may not include the cost to cover checked baggage. Please check with your travel advisor and/or the airline providing your flights for the allowances.

Frequent Flyers & Special Requests

For more information on whether your airfare is eligible for frequent flyer rewards, please contact the airline directly. When booking online, please ensure that you have entered your correct number. For bookings made by telephone via our customer service team, please advise of your frequent flyer details and these will be added to your reservation. We do not take any responsibility should an airline not register your trip. You should retain copies of your air ticket and boarding pass.

Special requests will be passed on to the Travel Supplier but cannot be guaranteed.

PART 2 – EVENT TERMS

These terms of business for event booking and/or event management services ("**Event Terms**") are between The Travel Authority Pty Ltd (including where applicable, trading as The Events Authority) (referred to as the "**TTA**", "**We**", "**Our**" or "**Us**") and any person engaging Us to provide event planning, booking and/or management services ("**Event Management Services**") who is not a party to an Event Management Agreement ("**You**").

These Event Terms together with any applicable Application for Credit and which is approved and signed by TTA and the Approved Proposal form the entire agreement between You and TTA.

By engaging Us for in accordance with these Event Terms, You are taken to have read, understood and agree to these Event Terms and confirm You are authorised to engage Us (including, where applicable, on behalf of all Participants) for the Event.

1. **Definitions**

1.1 In these Event Terms:

- (a) "**Application for Credit**" means an Application for Credit completed by You which is approved and signed by TTA;
- (b) "**Approved Proposal**" means:
 - (i) an Event Proposal that has been approved by You, including by way of written (including email) confirmation, verbal confirmation or by way of paying any deposit or instalment required under that Event Proposal; and
 - (ii) where applicable, includes any variation to such approved Event Proposal approved by You in any of the ways referred to in paragraph (b)(i) above;
- (c) "**Event**" means relevant event the subject of the Event Management Services;
- (d) "**Event Facility**" means the location(s) at which the Event is to be held;
- (e) "**Event Management Fees**" means the fees payable to TTA for the event planning, booking and/or management services provided to You by TTA in connection with the Event, not including fees payable directly by You to applicable Third Party Provider(s);
- (f) "**Event Management Agreement**" means a corporate event management agreement made between TTA and a customer where these Event Terms do not apply;
- (g) "**Event Proposal**" means a proposal from TTA for the Event Management Services:
 - (i) which specifies the details of the Event and the Event Management Services and the component prices and total price for the Event Management Services to be supplied by TTA; and
 - (ii) may reference Third Party Deliverables to be provided by Third Party Provider(s) to You at or in connection with the Event, including where applicable, component prices and total prices for those Third Party Deliverables, and where applicable includes an invoice from TTA where no proposal document as such has been issued.
- (h) "**Third Party Charges Invoice**" has the meaning given to such term under clause 3.2(c).
- (i) "**Participant**" means each person attending the Event at your invitation.
- (j) "**Third Party Deliverables**" means any goods and/or services to be provided by the owner or operator of the Event Facility or other third parties for the Event, whether or not mentioned or referred to in the Approved Proposal;
- (k) "**Third Party Provider**" means a provider of Third Party Deliverables;
- (l) "**Third Party Provider Contract**" means a contract with a Third Party Provider for the provision of Third Party Deliverables, whether entered into by You directly or TTA (whether as your agent or in TTA's own right);
- (m) "**Travel Booking Terms**" means the terms and conditions set out in Part 1 – Terms and Conditions;
- (n) capitalised terms used in these Event Terms that are not defined in this Part 2 – Event Terms, shall have the same meaning as given to them in the Travel Booking Terms;
- (o) certain provisions of the Travel Booking Terms are incorporated by reference into these Event Terms as if they were set out in full where identified in clause 7 below as being so incorporated ("**Incorporated Provisions**"), except that references in such Incorporated Provisions to 'Travel Booking Terms' or 'Terms' shall be read as 'Event Terms'.

2. **Event Management Services**

2.1 (**Event Management Services**) Subject to these Event Terms, TTA will provide the Event Management Services to You in accordance with the Approved Proposal.

2.2 (**Warranty**) We warrant that the Event Management Services will be performed with reasonable care and skill.

3. **Third Party Deliverables**

3.1 (**Direct contract at Our request**) You acknowledge and agree that:

- (a) in respect of Third Party Deliverables We may ask You to:
 - (i) enter into a direct contract with the relevant Third Party Provider; and
 - (ii) pay that Third Party Provider directly for those Third Party Deliverables; and
- (b) if We make such a request under clause 3.1(a):
 - (i) You are responsible for, and must pay on time, all amounts due to the applicable Third Party Provider for the Third Party Deliverables including the payment of any deposit, instalment and final payment; and
 - (ii) You indemnify and will keep us indemnified from and against any claim, loss or liability arising in connection with a breach by You of clause 3.1(b)(i).

3.2 (**Where We enter into contract**) If We do not make a request under clause 3.1(a):

- (a) We will enter the applicable contract with the relevant Third Party Supplier; and
- (b) (unless specified in the Approved Proposal that the relevant Third Party Supplier is our subcontractor) You acknowledge and agree that:
 - (i) We enter into the applicable contract with that Third Party Supplier as your agent and not as a principal;
 - (ii) We may receive and retain for Our benefit a rebate or other payment from the applicable Third Party Supplier in respect of that contract;
- (c) We may invoice for the applicable Third Party Deliverables by way of a deposit and/or a number of instalments (each, a "**Third Party Charges Invoice**");
- (d) You will pay to Us the amount set out in each Third Party Charges Invoice within 7 days, so that We can pay the applicable Third Party Supplier;
- (e) You indemnify and will keep us indemnified from any claim, loss or liability arising from a breach by You of clause 3.2(d).

3.3 (**Cancellation of a Third Party Provider Contract**)

- (a) Where:
 - (i) you wish to cancel a Third Party Provider Contract; and
 - (ii) cancellation is permitted under the terms of that Third Party Provider Contract,You must first notify Us stating your instructions are to cancel that Third Party Provider Contract. Once such a notice is given it is irrevocable.
- (b) Once You have complied with clause 3.3(a):
 - (i) Where You have entered into that Third Party Provider Contract directly in accordance with clause 3.1, You are at liberty to then notify the applicable Third Party Provider directly of the cancellation; or
 - (ii) Where We have entered into that Third Party Provider Contract, then we will notify the applicable Third Party Provider of the cancellation.
- (c) You acknowledge and agree that:
 - (i) the terms of the Third Party Provider Contract may provide for certain cancellation charges including forfeiture of some or all of any deposit and/or instalments paid under that Third Party Provider Contract;
 - (ii) if We receive any refund from a Third Party Provider upon cancellation of the applicable Third Party Provider Contract, we may deduct the amount of the Event Management Fees, GST and any other amounts due to Us and then refund You with any balance remaining.
- (d) You indemnify Us and will keep Us indemnified from and against any claim, loss or liability to a Third Party Provider from taking the requested action under clause 3.3(b)(ii).

3.4 (**Release**)

- (a) To the full extent permitted by law You agree not to hold Us responsible for any personal injury, property damage or other loss, accident, delay or inconvenience that You or a Participant may suffer as a consequence of the acts and/or

omissions of Third Party Providers, except to the extent caused or contributed to by Us.

- (b) If requested by Us, You agree to procure that each Participant provides a release in a form reasonably required by Us that is equivalent to the release by You under clause 3.3(a).
- 3.5 **(Your warranty, acknowledgment and undertaking)**
- (a) You warrant to Us that You have satisfied yourself from your own enquiries as to the suitability of the applicable Third Party Provider(s) and the Third Party Deliverables.
- (b) You acknowledge and agree that We are not responsible for any differences in the price of any of the Third Party Deliverables as may be imposed by the applicable Third Party Provider(s) compared to those previously notified to You prior to that Third Party Provider being contracted by You (as principal) or by Us (whether as your agent or in Our own right, as applicable).
- (c) You undertake not to enter into a direct contract with any Third Party Supplier for the provision of Third Party Deliverables unless requested by Us as contemplated under clause 3.1(a)(i).

4. **Your obligations**

4.1 **(Event Management Fees)** You must pay us the Event Management Fees on the due date(s) in accordance with the Approved Proposal, or if not stated in the Approved proposal, then in accordance with our standard payment terms (which are 7 days) following provision of an invoice to You.

4.2 **(Deposit)** You acknowledge and agree that:

- (a) We may ask You to pay Us a reasonable deposit before We are obliged to commence providing any of the Event Management Services, as set out in the applicable Event Proposal or as otherwise made known to You before You have approved the Event Proposal (following which it becomes an 'Approved Proposal') (the "**Deposit**");
- (b) where payment of a Deposit is required, We are not obliged to start or continue with the provision of the Event Management Services until such time as the Deposit is paid by You and received by Us as cleared funds.

4.3 **(Approved Proposal)** You must comply with all of your other obligations referred to in the Approved Proposal.

5. **Travel Services**

5.1 **(Travel Booking Terms)** If TTA is providing any travel booking services to You in connection with the Event, then these are provided in accordance with the Travel Booking Terms.

6. **Insurance to be taken out by You or a Participant**

6.1 If any Participant needs to travel (domestically or overseas) to attend the Event then you represent and warrant to Us that You have advised the Participant in writing that they must effect their own travel insurance at an appropriate level including for medical emergency having regard to the country in which the Event is to be held, or alternatively You have effected such travel insurance on their behalf.

7. **Incorporated Provisions**

7.1 The following provisions of the Travel Booking Terms are Incorporated Provisions and are modified as indicated below (where applicable):

- (a) clause 1.2;
- (b) clause 3.5;
- (c) clause 3.6;
- (d) clause 3.7 – delete "price of the Booking" and insert "Event Management Fees";
- (e) clause 4 – except that:
- (i) in clause 4.3 – delete the first instance of "the price" and insert "any amount due under the Agreement" and delete "the price for the Booking";
- (f) clause 6 – except that:
- (ii) in clause 6.2 - references to the "Service" are to be read as "Management Services";
- (iii) in clause 6.4 – delete "the price" and insert "the amount of the Event Management Fees";
- (iv) in clause 6.5 – at the beginning insert "Except where a Third Party Provider is our subcontractor", in line 1, insert "or goods" after "services" and delete "the Travel Supplier" and insert "applicable Third Party Provider";
- (g) where the circumstances referred to in clause 5.1 of these Event Terms apply, then clause 7 is an Incorporated Provision, modified as follows:
- (i) in clause 7.1, "You" is to be read as "each Participant" and "your" is to be read as "that Participant's";

(ii) in clause 7.2, the first instance of "You" is to be read as "the Participants" and the second instance of "You" is to be read as "them";

(iii) in clause 7.3, the second instance of "You" is to be read as "each Participant" and in the second line "you have" is deleted and replaced with "that Participant has";

- (h) clause 16;
- (i) clause 19;
- (j) clause 20;
- (k) clauses 23.3, 23.5, 23.6, 23.7, 23.8, 23.9 and 23.10;
- (l) clause 24;
- (m) insert a new clause 24.5 as follows, "You warrant to Us that You have obtained the prior written consent from each Participant to disclose their personal information to Us, where this is required for Us to perform Our obligations under this Agreement";
- (n) clause 25 – the reference to "the Booking" is to be read as "the Approved Proposal"; and
- (o) clause 26.