

APTC PTY LTD STANDARD TERMS AND CONDITIONS (CLIENT)

Nov 2020

The following Standard Terms and Conditions apply to each engagement of APTC by the Client.

1. Application

Subject to law and except as otherwise agreed in writing between APTC and the Client after the date of these Standard Terms and Conditions:

- (a) each offer or request made by the Client to APTC for the supply of any Services shall be deemed to be made subject to these Standard Terms and Conditions and shall be deemed to be an acceptance by the Client of these Standard Terms and Conditions; and
- (b) each supply of Services by APTC to the Client shall be deemed to be made in accordance with these Standard Terms and Conditions, despite any contrary provision in any offer or request made by the Client to APTC, or otherwise.

2. Definitions and Interpretation

2.1. Definitions

In these Standard Terms and Conditions, the following expressions shall have the following meanings:

- (a) **"APP"** or **"Australian Product Provider"** means third party Australian based suppliers to APTC of Items;
- (b) **"APTC"** means APTC Pty Limited ACN 079 035 288 of 5/115 Clarence Street, Sydney NSW 2000, trading as All Pacific Travel Concept;
- (c) **"Booking"** means all bookings with APPs made by APTC (in performance of the Services) on behalf of a Client for one or more foreign inbound tourists into Australia in respect of a single period of travel and which together have been designated by APTC a single booking name (which may refer to one or more travellers) and unique reference number;
- (d) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (e) **"CC Act"** means *Competition and Consumer Act 2010* (Cth);
- (f) **"CC Act Implied Term"** means, in respect of any supply of Services by APTC to the Client, any term, condition, consumer guarantee or warranty, for the benefit of the Client, implied by or arising under the CC Act in relation to that supply of those Services, or otherwise implied;
- (g) **"Client"** means any person or persons to whom APTC supplies Services at their request;
- (h) **"Customer"** means foreign inbound tourists into Australia who are customers of the Client;
- (i) **"Enforcement Expenses"** means all fees, costs, charges and expenses incurred by APTC in connection with the enforcement, attempted enforcement or preservation of any rights of APTC under these Standard Terms and Conditions, including but not limited to any legal expenses on a solicitor and client basis and any fees and disbursements charged by a debt collection agent or any person to APTC for the collection or attempted collection of unpaid Service Charges;
- (j) **"FIT"** or **"Free Independent Traveller"** means an individual or a small group of up to 8 persons travelling together;
- (k) **"Force Majeure"** means the circumstances beyond the reasonable control of a Party which results in a Party being unable to observe or perform on time an obligation under these Standard Terms and Conditions. Such circumstances will include but are not limited to acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, pandemic, epidemic, public health crisis, malicious damage, sabotage, revolution, strikes, industrial and other third party disputes, third party delays or non- performance by third parties;
- (l) **"Group"** means a group of 9 or more persons travelling together;
- (m) **"GST"** means the tax imposed or sought to be imposed by the GST Acts;
- (n) **"GST Acts"** means *A New Tax System (Goods & Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth;
- (o) **"iCom"** means the web based tariff and booking system used by APTC of the same name, or any other web based tariff and booking system which may be used by APTC from time to time, through which Clients are able to request each supply of the Services by APTC;
- (p) **"Indirect or Consequential Loss"** includes lost revenues, lost profits, lost business, lost goodwill or anticipated savings, incidental, indirect, consequential, special, economic or punitive damages whether arising from or in connection with any breach of contract, negligence or any other cause of action in connection with or relating to these Standard Terms and Conditions or the Services;
- (q) **"Intellectual Property"** means the intellectual property owned or licensed by APTC and includes all copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks) and registered designs;

- (r) **"Item"** means the individual components of any given Booking, being the goods and/or services (such as accommodation, transfers, tours, etc) which have been or are to be supplied by each individual APP in respect of the relevant Booking, or in the case of iCom or quotes are available to be selected by Clients for inclusion in a Booking for a Customer;
- (s) **"Parties"** means either APTC or the Client, as the case may be, and "Party" means any one of them;
- (t) **"Privacy Act"** means the *Privacy Act 1988* (Cth);
- (u) **"Proposal"** means any proposal provided by APTC to the Client for the engagement of APTC by the Client and includes these Standard Terms and Conditions;
- (v) **"Schedule"** means Schedule A and Schedule B which follows these Standard Terms and Conditions as relevant;
- (w) **"Service Charges"** means the amounts charged by APTC to the Client for Services provided by APTC, as varied from time to time in accordance with these Standard Terms and Conditions or otherwise in writing by the Client and APTC, plus any costs and disbursements incurred by APTC in connection with providing the Services;
- (x) **"Services"** means the arranging of tours to Australia consisting of the procurement and arranging of aspects of a tour selected by the Client, including booking and paying for services and booking and paying for accommodation to be provided by an APP on the Client's behalf;
- (y) **"Special Conditions"** means the special conditions set out in Article 1 of the Schedule;
- (z) **"Standard Terms and Conditions"** means these standard terms and conditions and includes the Schedule. If there is any inconsistency between the terms of the Schedule and the terms of these Standard Terms and Conditions, the terms of the Schedule shall prevail;
- (aa) **"Supply"** has the meaning ascribed to that term in the GST Acts; and
- (bb) **"Tax Invoice"** means a tax invoice issued by APTC to the Client which complies with the requirements under the GST Acts.

2.2. Interpretation

Unless the context otherwise requires:

- (a) references to a Party include the executors, administrators, successors and permitted assigns of that Party;
- (b) references to any statute, ordinance or other law include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
- (c) words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person must be construed as references to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi- governmental and local authority or agency;
- (d) where any word or phrase is given a defined meaning in these Standard Terms and Conditions, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;

- (e) all words are spelt using Australian English;
- (f) headings included in these Standard Terms and Conditions are for convenience only and must be disregarded in the construction of these Standard Terms and Conditions;
- (g) all monetary amounts are in Australian dollars, unless otherwise stated;
- (h) if a Party consists of more than one person these Standard Terms and Conditions bind them jointly and each of them severally;
- (i) if the Client is a trustee it is bound both personally and in its capacity as trustee;
- (j) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day;
- (k) a provision of these Standard Terms and Conditions must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of these Standard Terms and Conditions or the inclusion of the provision in these Standard Terms and Conditions

3. Supply of Services

- (a) The Client has requested APTC to provide the Services and APTC has agreed to provide the Services to the Client in accordance with the terms and conditions of these Standard Terms and Conditions.
- (b) APTC must provide the Services:
 - (i) in accordance with these Standard Terms and Conditions;
 - (ii) with all due skill and care to the best of its knowledge and expertise;
 - (iii) in a timely, proper and workmanlike manner;
 - (iv) in accordance with any reasonable instructions and directions given by the Client from time to time; and
 - (v) in accordance with any legal, regulatory or other license obligations.
- (c) APTC may in its absolute discretion sub-contract the performance of all or any part of the Services.
- (d) Subject to these Standard Terms and Conditions, the Parties may amend any term of these Standard Terms and Conditions including the:
 - (i) specifications and scope of the Services; and
 - (ii) Service Charges,
 only by written agreement signed by the Parties.

4. Payment of Service Charges

- (a) In consideration for the provision of the Services, the Client will pay to APTC the Service Charges on the terms and conditions and at the times and in the manner set out in these Standard Terms and Conditions.
- (b) Notwithstanding any other provision of these Standard Terms and Conditions, APTC may, by notice to the Client, increase the Service Charges:
 - (i) where the cost to APTC of providing the Services

increases for any reason, including as a consequence of increased APP costs to APTC; and

- (ii) at the end of each twelve (12) month period commencing from the date of first acceptance of these Standard Terms and Conditions by the Client.
- (c) The Client will be not entitled to set off against any amount owed to APTC any amount payable by APTC at any time in connection with these Standard Terms and Conditions or the Services.
- (d) All Service Charges (including but not limited to Item rates) are current at the time of quoting. While every endeavour is made to ensure that information in a quote is correct, the rates and information stated are subject to change at any time without notice and subject to any changes imposed upon APTC by APPs.
- (e) APPs which provide transport services (including cruise operators) reserve the right to pass on rate increases due to fluctuation in fuel and other prices, and pass on newly introduced charges including toll ways, taxes and fees as required to APTC.
- (f) Special cancellation terms & conditions may apply to some Services such as (without limitation) extended tours, extended cruises, trains, island stays and resort stays. APTC will inform the Client of any special terms & conditions at the time of confirmation.
- (g) Deposits may be required for special travel arrangements and as required by APPs at particular peak periods, during special events or in certain situations or locations. Items in respect of which the relevant APP imposes deposit and cancellation conditions will be advised at the time of confirming Bookings.
- (h) Rates for Items as stated on iCom or as otherwise published from time to time by APTC are only valid for FIT Customers. In the event the Client requires APTC to provide Services in relation to Group Customers, the Client must contact APTC in writing with details about the Group. APTC will then provide a specialised quote for that Group.
- (i) Full payment for FIT Bookings is due a minimum of 21 days prior to arrival in Australia. For payments received less than 7 days prior to arrival, a late payment fee of \$50.00 per Booking or Item (as relevant) applies. APTC will request payment once, and reserves the right to cancel any non-paid Bookings or Items (as relevant) without further notice, including where APPs to APTC may impose cancellation fees. Payment terms for Group Bookings may vary from that specified in the Schedule and will be provided to the Client as soon as reasonably practicable after APTC provides the Client with the specialised quote referred to at clause 4(h) above.
- (j) All rates are quoted in Australian dollars. Any currency fluctuations are beyond the control of APTC.
- (k) All credit card payments incur a fee of 3% for MasterCard and Visa. American Express is not accepted.
- (l) Invoices are issued in Australian dollars only and if payments are made in foreign currency it is the Client's responsibility to ensure that the full invoice amount is paid once the payment has been converted into Australian dollars.
- (m) APTC will not be held responsible for short payments

5. Disbursements and Out-of-Pocket Expenses

- (a) The Client must pay or reimburse APTC:
 - (i) where withholding tax is withheld from any payment of a Tax Invoice, the amount necessary to adjust the total due in respect of that Tax Invoice such that the amount received by APTC after deduction of any withholding tax is the amount equivalent to the amount APTC would have received in the absence of any such withholding tax; and
 - (ii) all out-of-pocket expenses and disbursements incurred by APTC.
- (b) APTC may invoice the Client for APTC's fees, charges, disbursements and out-of-pocket expenses together or separately. The Client must reimburse APTC for payment of invoices issued by external services providers within thirty (30) days of payment by APTC.

6. Moneys Held on Behalf of Client

APTC may apply any money held by APTC on behalf of the Client in payment of any outstanding bill for costs, charges, disbursements or out-of-pocket expenses due by the Client to APTC.

7. Interest on Overdue Accounts

APTC may in its absolute discretion elect to charge interest on any amount that is overdue for more than seven (7) days at the rate of 5% (five per cent) per annum or such lesser interest rate as determined by APTC. For the avoidance of doubt, interest will not be charged on disbursements and out-of-pocket expenses that have not actually been paid by APTC.

8. Enforcement Expenses

Any Enforcement Expenses must be paid by the Client to APTC on demand in the event of a breach by the Client of these Standard Terms and Conditions.

9. GST Gross Up

- (a) If:
 - (i) GST is imposed on any Supply made by APTC pursuant to these Standard Terms and Conditions; and
 - (ii) APTC certifies that APTC has not priced the Supply to include GST on that Supply,

then the Client, as recipient of the Supply must pay to APTC, in addition to any other consideration for that Supply, an amount not greater than an amount equal to the GST payable by APTC (as determined by APTC in good faith and not in contravention of the GST Acts), in connection with that Supply.

- (b) For the avoidance of doubt, the Client acknowledges that the Service Charges, rates and other amounts set out in the Schedule, published on iCom, or otherwise published by APTC or stated in APTC itineraries or travel documents do not include GST, except where the rate is expressly stated to be GST inclusive.

10. Limitation of Liability

- (a) It is a condition of the engagement of APTC by the Client, pursuant to these Standard Terms and Conditions, that the Client completely and unequivocally indemnifies APTC and the servants and agents of APTC against all claims,

damages, losses, liabilities, suits and expenses (including management costs and legal expenses on a full indemnity basis) relating to or arising out of or in any way connected with a breach of these Standard Terms and Conditions by the Client or any person claiming through or under the Client.

- (b) Subject to law, APTC has no liability to the Client, or any person claiming through or under the Client for Indirect or Consequential Loss.
- (c) APTC will perform the Services with due care, competence and diligence, however, the quality of the Services will also depend on input from the Client and APPs. APTC does not accept any responsibility for losses to the extent they may arise from the acts or omissions of the Client, any Customer or any APPs. It is the Client's responsibility to ensure that the appropriate due diligence is performed by the Client on the suitability of the Items for the Client and/or Customers.
- (d) Subject to law and to these Standard Terms and Conditions, APTC provides no representations or warranties, express or implied, in relation to any of the Services.
- (e) APTC acknowledges that the CC Act and similar State and Territory legislation may confer certain rights and remedies on the Client in relation to the supply of Services by APTC to the Client, pursuant to these Standard Terms and Conditions, or otherwise, which cannot be excluded, restricted or modified by agreement ("**Non-Excludable Rights**"). APTC does not exclude any Non-Excludable Rights but does exclude all other terms, conditions, guarantees and warranties implied by law in relation to any supply of the Services by APTC to the Client.
- (f) The Client acknowledges that the Client has not relied upon any representation or warranty made by or on behalf of APTC in relation to any Services pursuant to these Standard Terms and Conditions, and will not rely upon any representation or warranty made by or on behalf of APTC in relation to any future supply of Services by APTC to the Client, which is not expressly agreed in writing by APTC prior to the supply of those Services, subject in all respects to the law.
- (g) To the extent permitted by law, in respect of each supply of Services by APTC to the Client:
 - (i) each CC Act Implied Term is expressly excluded; and
 - (ii) the liability of APTC is limited to the cost of re-supplying the Services.
- (h) APTC acts only as a booking agent or intermediary for APPs providing Items referred to in Bookings as detailed in APTC itineraries and travel documents, and not as a principal. APTC will not be liable for any injury, damage, loss, accidents, delay or irregularity occurring to any person or property in the course of any journey, tour, activity or accommodation or the use of any services or facilities booked by or through APTC.
- (i) Nothing in these Standard Terms and Conditions should be interpreted to mean that APTC would be contractually liable for any non-performance by any APP.
- (j) For the avoidance of doubt APTC is not a provider of accommodation (or any rights in or over real property

situated in Australia), transport services, entertainment, or any other kind of Item.

11. Termination

- (a) APTC may terminate these Standard Terms and Conditions and the arrangements between the Client and APTC at any time by providing seven (7) days written notice to the Client.
- (b) Without prejudice to any other rights APTC may have under these Standard Terms and Conditions or at law, APTC may terminate the obligations of APTC under these Standard Terms and Conditions immediately by notice in writing to the Client if:
 - (i) the Client is in breach of any obligation on the part of the Client under these Standard Terms and Conditions and such breach is not remedied by the Client within five (5) Business Days after service by APTC upon the Client of a written notice requiring the Client to rectify the breach;
 - (ii) the Client becomes insolvent; or
 - (iii) an administrator, receiver or receiver and manager is appointed in respect of the Client or all or any of the assets of the Client.
- (c) For the avoidance of doubt, upon termination of these Standard Terms and Conditions, all amounts owing by the Client to APTC under these Standard Terms and Conditions are immediately payable by the Client to APTC.

12. Public Notices

APTC reserves the right to describe broadly the engagement of APTC by the Client (excluding any confidential materials) in any relevant future advertisements, reports or documents prepared in connection with future marketing campaigns of APTC.

13. Contractual Arrangement

APTC will provide the Services as an independent contractor to the Client. Nothing shall be construed to create a partnership, joint venture or other relationship between APTC and the Client. No party has the right, power or authority to oblige or legally bind the other in any manner except to the extent and in the manner provided at clause 25(b).

14. Privacy

- (a) APTC will observe the provisions of the Privacy Act and not collect, use or disclose Personal Information (as that term is defined in the Privacy Act) other than in accordance with the National Privacy Principles set out in the Privacy Act. Without limitation, APTC will:
 - (i) only collect Personal Information for the sole purpose of performing its obligations;
 - (ii) will, on request, make available its privacy policy and information with respect to Personal Information it holds, the purpose for which it holds such information and how it collects, holds, uses and discloses such information;
 - (iii) take reasonable measures to ensure the Personal Information it collects, uses or discloses is accurate, complete and current and to protect Personal Information it holds from misuse, loss or unauthorised access, modification or disclosure;

and

- (iv) take all reasonable measures to destroy any Personal Information if it is no longer required.

Where relevant, APTC will also observe the provisions of the *Regulation (EU) 2016/679 (General Data Protection Regulation)* [2016] OJL 119/1.

- (b) The Client acknowledges and agrees that APTC may obtain a credit report from a credit reporting agency containing personal credit information about the Client in relation to credit provided by APTC.
- (c) The Client consents to APTC being given a credit report to collect overdue payment on commercial credit.
- (d) The Client acknowledges and agrees that APTC may give information about the Client to a credit reporting agency in order to obtain a credit report about the Client, or to allow a credit reporting agency to create or maintain a credit information file containing information about the Client, or both.

15. Invalidation

If the whole or any part of a provision of these Standard Terms and Conditions is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Standard Terms and Conditions have full force and effect and the validity or enforceability of that remainder in any other jurisdiction is not affected.

16. Variation

These Standard Terms and Conditions contain the whole contract between APTC and the Client and no variation of these Standard Terms and Conditions is binding on APTC unless in writing signed by APTC.

17. Property Rights

- (a) Title to APTC's Property

The Client agrees that any works, items, materials or information of whatever nature produced or developed by APTC or under APTC's direction pursuant to or in the course of providing the Services will remain the sole and complete property of APTC, whether such property is tangible or is in the nature of industrial and intellectual property rights (including copyright and rights of confidential information).

- (b) License

If the Client has fully complied with these Standard Terms and Conditions (including paying any Service Charges payable under these Standard Terms and Conditions) and if the works, items, materials or information referred to in clause 17(a) have been produced by APTC as part of the Services, APTC grants the Client a non-exclusive and non-transferable licence to use such works, items, materials and information for such purposes as the parties reasonably contemplate.

18. Confidentiality

The Client must not disclose any information concerning the existence or contents of these Standard Terms and Conditions without the prior written consent of APTC unless:

- (a) the disclosure is required at law; or
- (b) the disclosure is to a professional advisor of the Client, upon the basis that the advisor must not further disclose

that information without the prior written consent of APTC.

19. Email Transmissions

Email is not secure and may be read, copied or interfered with in transit or impaired. The Client authorises APTC to send documents or advices to the Client by email. The Client assumes the risks associated with email transmission to or from APTC and releases APTC from any claim that the Client may have against APTC arising out of transmission defects.

20. Client Records

- (a) APTC is entitled to retain possession of all the Client's papers and documents held by APTC on any account from time to time, while there is money owing to APTC for fees, charges, disbursements or out-of-pocket expenses on any account, unless the Client provides APTC with, in APTC's reasonable opinion, adequate security.
- (b) Subject to the law, the Client authorises APTC to destroy all or any of the records of the Client, at any time after termination of APTC's engagement to provide Services.

21. Force Majeure

- (a) Neither the Client nor APTC will be liable for any delay or failure to perform their respective obligations pursuant to these Standard Terms and Conditions if such delay is due to Force Majeure.
- (b) If a delay or failure of a Party to perform the obligations of that Party under these Standard Terms and Conditions is caused or anticipated due to Force Majeure, the performance of the obligations of that Party under these Standard Terms and Conditions will be suspended for the duration of the Force Majeure.
- (c) If a delay or failure by a Party to perform the obligations of that Party under these Standard Terms and Conditions due to Force Majeure exceeds thirty (30) days, the Client or APTC may immediately terminate these Standard Terms and Conditions by providing notice in writing to the other.
- (d) This clause 21 does not apply to the obligation of the Client to pay to APTC the Service Charges or any other monies payable under these Standard Terms and Conditions.

22. Waiver

Failure by a Party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

23. Entire Agreement

These Standard Terms and Conditions, together with any relevant quotation, order and invoice, comprise the entire agreement between the Parties and, unless otherwise agreed between the Parties, no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in these Standard Terms and Conditions will have any effect from the date of these Standard Terms and Conditions.

24. Assignment

- (a) The Client must not assign any of the rights or obligations of the Client pursuant to these Standard Terms and Conditions, without the prior written consent of APTC, which may be refused in the absolute discretion of APTC. Any consent by APTC will not release the Client from any obligation of the Client pursuant to these Standard Terms and Conditions.

- (b) APTC may assign all or any of the rights of APTC pursuant to these Standard Terms and Conditions.

25. Agency

- (a) The Client will not by virtue of these Standard Terms and Conditions be, or for any purpose be deemed to be, an agent of APTC.
- (b) The Client acknowledges and agrees that, in requesting APTC to perform the Services, APTC will be acting as the Client's duly appointed agent. The Client further agrees and authorises APTC to book goods and/or services (such as accommodation, transfers, tours, etc) on the Client's behalf in accordance with the definition of Services.

26. Notices

- (a) Except for any written notices delivered by APTC to the Client via iCom or any increases to Service Charges pursuant to clause 4(b) notice of which may be given to the Client orally or in writing at the discretion of APTC, any notice or demand given pursuant to these Standard Terms and Conditions must be in writing addressed to the intended recipient at the address last notified by the intended recipient to the sender.
- (b) Any such notice shall be deemed to be received:
- (i) In the case of delivery, at the time of delivery;
 - (ii) If served by post, at the expiration of 72 hours from the time of posting, notwithstanding that it may subsequently be returned through the Post Office unclaimed;
 - (iii) in the case of email, when it enters the addressee's information system;
 - (iv) in the case of any pop-up or click through notification window which may from time to time form part of iCom, at the time the relevant pop-up or click through notification window is opened or otherwise activated and displayed on any electronic device of the Client (whether it be a standard computer, smart phone, tablet or other electronic device) regardless of any interaction (or non-interaction) the Client may subsequently have with that pop-up or notification window (including but not limited to moving past by clicking a next or other similar icon, closing in any way, clicking an accept icon, or restarting the device on which the pop-up or click through notification window was displayed); or
 - (v) in the case of a facsimile transmission, on production of a transmission control report indicating transmission without error.
- (c) Either Party may at any time designate a substitute address by ten days' notice in writing to the other Party.

27. Governing law

These Standard Terms and Conditions shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the Client and APTC irrevocably agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.

SCHEDULE A – FIT

Unless otherwise stated, terms used in this Schedule A have the meaning given to them in the Standard Terms and Conditions.

ARTICLE 1 – SPECIAL CONDITIONS:

Accommodation

- Accommodation rates are quoted on a per room per night basis and on a "Room Only" basis unless otherwise specified. (Single room occupancy, Twin or Double occupancy, Triple occupancy).
- Breakfast is fully cooked unless otherwise specified.
- Surcharges and special conditions (such as minimum stay or special cancellation policies) will apply over peak periods such as New Years Eve, sporting events, major international conferences, public holidays etc. Please note that the special event dates are often indicative and may vary from hotel to hotel. Dates may also alter (e.g. Grand Prix in Melbourne) and many hotels give APTC block-outs for two or more provisional sets of dates, and as such all sets of dates are blocked until the event is officially announced.
- Value Adds or Bonus Offers are valid *within* the specified period. Stay/Pay deals are not accumulative unless specified. Where multiple value adds are available, offers are not combinable unless stated.
- Check-in/Check-out: Check-in time at hotels is approximately 1500 hours unless rooms are pre-registered and check-out time is approximately 1000 hours unless payment for day use is added.
- Triple rooms: Most properties in Australia do not have triple bedded rooms. Triple room rates refer to rollaways, divan or sofa-beds that will be utilised to accommodate 3 guests in one room. Triple room occupancy is "on request" basis and may incur a surcharge.
- Star Ratings of Hotels: The star ratings stated in APTC's quote and/or stated on iCom are the official star ratings as supplied by the relevant APP. APTC does not take any responsibility should the stated star rating not meet Customer expectations.

Tours, transfers & activities

- Tours and activities are quoted per person, unless otherwise specified.
- Private transfers and charters are quoted per vehicle, unless otherwise specified.
- Guides incur a taxi cost if flight arrival or departure times are between 2000 hours and 0800 hours the following day. Additional fees may be payable by the Client and/or the Customer in these circumstances.
- Some tours depart only based on minimum numbers and only on certain days of the week.
- For any tours booked, it is the Customer's responsibility to be on time at the indicated place for tour pick-ups and departures. A 100% "no-show" fee applies when Customers miss a tour due to their own fault.
- APTC cannot cover any costs incurred due to delayed flight arrivals or Customers being delayed in customs. Transfer companies have a maximum waiting period after the scheduled arrival of international flights.

- APTC cannot cover cost for delays, waiting times or itinerary changes due to bad weather. APTC will charge those services back to the Client and/or the Customer.
- Where there are itinerary changes which are outside of APTC's control (including but not limited to airline or train delays, cancelled services or lost baggage) that result in additional costs being incurred, these costs will be charged back to the Client and/or the Customer.

Distribution

- Nett rates for Items (as stated in any APTC quote or on iCom) are only to be used for bundled, packaged or brochured leisure business.
- Accommodation Item rates cannot be sold by Clients directly to consumers via the Internet ("business-to-consumer" or "B2C"), or by any other internet channels. Any accommodation Item rates offered to Customers must be sold as part of a package. A package is defined as a Booking comprised (at bare minimum) of the following Items:
 - one accommodation Item, including breakfast; and
 - one transportation Item (being separate to and not included as part of the accommodation Item) OR any other separate Item the value of which represents more than 30% of the accommodation rate.
- Accommodation Item rates are not to be marketed directly or indirectly through third parties accommodation services in the form of promotional offers (such as but not limited to private sales or flash sales), whether they are packaged or not and whatever the rates are without the prior written consent of APTC.

Booking Procedures & Service Charges

- The Client expressly acknowledges and agrees that APTC is entitled to retain as commission for performing the Services the difference (if any) between the purchase price charged to the Client by APTC for each Item and the amount that APTC is able to negotiate with the relevant APP for that Item.
- All non-iCom Bookings will be charged a handling fee of \$45.00 ("**Handling Fee**"). For Bookings placed on iCom, the Handling Fee is waived unless the minimum Booking value is not reached, in which case APTC reserves the right to charge the Handling Fee.
- All travel documents will be issued as e-documents which will be sent to the Client electronically for the Client to give to Customers prior to departure. Where the Client and/or Customer requests hard copy travel documents to be issued from APTC's office, APTC will charge a documentation fee of \$35.00 per Booking.
- One amendment to a confirmed reservation is free of charge, however any subsequent changes will incur a \$50.00 amendment fee, plus any further charges imposed to APTC by APPs.

- Cancellation fees will be charged as follows:

Any cancellation charges from APPs will be charged to the Client at any time for full or partial cancellation of services. Please note, it is the Client's responsibility to check individual cancellation terms/fees for each file as they may vary depending on time of booking, events, seasons and type of product. All boutique properties, island resorts and lodge accommodation, trains and cruises, and private charters enforce strict cancellation and deposit policies, especially over Special Events.

In addition, APTC will charge in its discretion:

\$100 per Item or Booking (as relevant) for cancellations made 31 days or more prior to the scheduled date of arrival.

\$200 per Item or Booking (as relevant) for cancellations made 30 to 15 days prior to the scheduled date of arrival.

\$350 per Item or Booking (as relevant) for cancellations made 14 to 4 days prior to the scheduled date of arrival.

\$500 per Item or Booking (as relevant) for cancellations made 3 days or less days prior to the scheduled date of arrival.

No refund of services once travel has commenced.

No shows attract a 100% cancellation charge.

A Bank Fee of \$15.00 applies per Booking.

Minimum Booking value \$500.00

APTC will not accept Bookings for transfer Items only. Transfers must be booked in conjunction with tour and/or accommodation Items. Same goes for car rentals and trains.

ARTICLE 2 – PAYMENT DETAILS/OPTIONS:

- Deposits may be required for special travel arrangements and as required by APPs at particular peak periods or in certain locations. APPs which impose deposit and cancellation clauses will be advised at the time of confirming your Booking.
- Full payment for FIT Bookings is due a minimum of 21 days prior to arrival. For payments received less than 7 days prior to arrival, a late payment fee of \$50.00 per file applies. APTC will request payment once, and reserve the right to cancel any non-paid Bookings without further notice.
- All rates (including but not limited to service and cancellation charges) are quoted in Australian Dollars (**AUD**). Any currency fluctuations are beyond our control.
- All credit card payments incur a fee of 3% for Mastercard and Visa. American Express is not accepted.
- Invoices are issued in AUD only and if payments are made in foreign currency it is the agents responsibility to ensure that the full invoice amount is covered once the payment has been converted into AUD.
- APTC will not be held responsible for short payments.

Payments should be made to:

APTC Pty Ltd
Level 5, 115 Clarence Street
Sydney N.S.W 2000
Phone: 61 2 9249 0800
Fax: 61 2 9249 0820
[Email: travel@aptc.com.au](mailto:travel@aptc.com.au)

Telegraphic Payments should be made to:

Name: APTC Pty Ltd
Bank: WESTPAC
Branch: King & George Streets,
Sydney, N.S.W 2000
BSB Number: 032 – 003
Account No: 19 – 4812
Swift code: WPACAU2S

SCHEDULE B – GROUP

Unless otherwise stated, terms used in this Schedule B have the meaning given to them in the Standard Terms and Conditions.

ARTICLE 1 – SPECIAL CONDITIONS:

General

- Group quotes are costs and booked as packages and no individual line-by-line pricing will be provided on quotes, booking confirmations or itineraries.
- Further to clause 9(b) of the Standard Terms and Conditions, where Service Charges quoted for Group Items and Bookings include GST of 10%. Where service charges quoted do not include GST, then APTC is entitled to charge to the client whatever GST is imposed upon those charges in addition. APTC reserves the right to amend its Service Charges in the event of amendments being made to the GST Acts and/or the introduction of other taxes, levies, rates or charges to which APTC and/or any relevant APP is subject.
- Quotes for Services are indicative only and Items are subject to availability at the time Bookings are made and may also be subject to alterations outside the reasonable control of APTC such as alterations resulting from restrictions that may be enforced for any reason by state, local or federal governments. Quotes are not nor should be treated as confirmation of availability of Items. In the event the quoted Items are unavailable at the time of Booking, or where a change to the itinerary has been requested, APTC reserves the right to provide the Client with a revised quote.
- Quotes are prepared without knowledge of flight arrival and departure times. APTC reserves the right to provide the Client with a revised quote, or to otherwise vary the Service Charges for the relevant Booking, once flight times are confirmed.
- APTC will not assist with any visa arrangements. It is the responsibility of the Client to obtain the relevant travel permits, visas and other government travel documents for Customers. Please note that tour escorts accompanying Customers may require a work permit for Australia. APTC reserves the right to charge full cancellation fees should a visa application be declined as a result of which an Item and/or Booking is cancelled.
- Where an APP imposes special terms and conditions for Items, these will be noted in the Booking documentation. Further detailed information about specific APP terms and conditions

will be provided by APTC to the Client at the Client's request.

Accommodation

- Check-in/Check-out: Check-in time at hotels is approximately 1500 hours unless rooms are pre-registered and check-out time is approximately 1000 hours unless payment for day use is added.
- Triple rooms: Most properties in Australia do not have triple bedded rooms. Triple room rates refer to rollaways, divan or sofa-beds that will be utilised to accommodate 3 guests in one room. Triple room occupancy is "on request" basis and may incur a surcharge.
- Star Ratings of Hotels: The star ratings stated in APTC's quote and/or stated on iCom are the official star ratings as supplied by the relevant APP. APTC does not take any responsibility should the stated star rating not meet Customer expectations.

Tours, transfers & activities

- Charter costs are based on fixed times.
- Guides incur a taxi cost if flight arrival or departure times are between 2000 hours and 0800 hours the following day. Additional fees may be payable by the Client and/or the Customer in these circumstances.
- For any tours booked, it is the Customer's responsibility to be on time at the indicated place for tour pick-ups and departures. A 100% "no-show" fee applies when Customers miss a tour due their own fault.
- APTC will not be held responsible for delays caused by tour escorts travelling with Customers. Clients must ensure that tour escorts obey the times arranged for Items as per the final itinerary for the Booking.
- APTC cannot cover any costs incurred due to delayed flight or train arrivals or Customers being delayed in customs. Guides and transfer companies have a maximum waiting period after the scheduled arrival of domestic flights and trains (ordinarily until the luggage carousel has cleared and the relevant flight or train has been taken off the arrival board) and international flights (one hour after the scheduled flight arrival time). Any costs incurred by APTC in relation to any such delays will be charged back to the Client or the (or their representative travelling with the Group in Australia) and/or the Customer.
- APTC cannot cover cost for delays, waiting times or itinerary changes due to bad weather or as a result of any restrictions that may be enforced for any reason by state, local or federal governments. APTC will charge those services back to the Client (or their representative travelling with the Group in Australia) and/or the Customer.
- Where there are itinerary changes which are outside of APTC's control (including but not limited to airline or train delays, cancelled services or lost baggage) that result in additional costs being incurred, these costs will be charged back to the Client and/or the Customer.
- Please note that Groups to Kakadu National Park and/or Uluru-Kata Tjuta National Park must be accompanied by a person who has completed the Kakadu and Uluru Knowledge Test for Tour Guides course conferred by Charles Darwin University (see www.cdu.edu.au/). Where Groups are attending these locations are accompanied by tour escorts without the assistance of an appropriately qualified local guide, the tour escort must have completed this course and met any other requirements that the

relevant national park authority may prescribed from time to time.

- For all coasters and coaches quotes, APTC allows an additional 2 empty seats, with small, medium and large coasters or coaches selected depending on passenger numbers. Clients are responsible for advising APTC of the size of coach or coaster required.
- Further to clause 4(e) of the Standard Terms and Conditions, please note that APPs providing transport services reserve the right to and pass on newly introduced charges including toll ways, taxes and fees as required.

Booking Procedures & Service Charges

- The Client expressly acknowledges and agrees that APTC is entitled to retain as commission for performing the Services the difference (if any) between the purchase price charged to the Client by APTC for each Item and the amount that APTC is able to negotiate with the relevant APP for that Item.
- Please note that certain APPs enforce strict cancellation and deposit policies.
- Once a Booking has been confirmed, any changes to the Booking may incur an amendment fee of \$50.00 per change.
- All cancellations must be made 46 or more days prior to the scheduled date of arrival. For cancellations made 45 days or less prior to the scheduled date of arrival, APTC reserves the right to charge in its discretion a fee equal to the cancellation fees levied by APPs plus any further amounts incurred by APTC in processing the cancellation. The Client agrees and acknowledges that for any and all cancellations of Bookings and/or Items made from and after the scheduled date of arrival APTC is not required or otherwise obligated to refund any monies to the Client.
- Please note that all cancellation and/or amendment requests must be made (and will only be processed by APTC) during Australian Eastern Standard Time business hours, being Monday to Friday 0800 hours to 1730 hours. APTC does not accept responsibility for delays, fees, charges, or any other consequences of cancellation and/or amendment requests being made by the Client outside these times.

ARTICLE 2 – PAYMENT DETAILS/OPTIONS:

- Deposits may be required by certain APPs. Where such deposits are required, APTC will advise the Client at the time of confirming the Booking.
- Preliminary rooming lists for each accommodation Item and release back of any unused rooms is required no later than 65 days prior to the date of arrival.
- Final rooming lists for each accommodation Item and release back of all remaining unused rooms is required no later than 45 days prior to the date of arrival.
- Full payment of each Booking must be paid into APTC's nominated Australian bank account on the due date.
- All rates (including but not limited to service and cancellation charges) are quoted in Australian Dollars (**AUD**). Any currency fluctuations are beyond our control.
- All credit card payments incur a fee of 3% for Mastercard and Visa. American Express is not accepted.
- Invoices are issued in AUD only and if payments are made in

foreign currency it is the agents responsibility to ensure that the full invoice amount is covered once the payment has been converted into AUD.

- APTC will not be held responsible for short payments.

Payments should be made to:

APTC Pty Ltd
Level 5, 115 Clarence Street
Sydney N.S.W 2000
Phone: 61 2 9249 0800
Fax: 61 2 9249 0820
[Email: travel@aptc.com.au](mailto:travel@aptc.com.au)

Telegraphic Payments should be made to:

Name: APTC Pty Ltd
Bank: WESTPAC
Branch: King & George Streets,
Sydney, N.S.W 2000
BSB Number: 032 – 003
Account No: 19 – 4812
Swift code: WPCAUA2S