

MTA Booking Conditions General Provisions v2.2

You must not make any booking with us unless you agree with these terms and conditions. References to “MTA”, “us”, “we” and/or “our” in these booking terms and conditions means MTA – Mobile Travel Agents Pty Ltd (65 603 064 044) and our Independent Operators (referred in these terms and conditions as Advisors).

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.

MTA has the right to change or modify all or any part of these terms and conditions at any time without notice, and the modified terms and conditions will apply to any products or services provided after the date of publication of the modified terms and conditions.

1 Agency

- 1.1 We act as an agent for and sell travel related products and services as agent on behalf of, various travel service providers. The services we provide to you pertain to that agency relationship.
- 1.2 We may receive financial and non-financial benefits from travel service providers when we sell their products and services to you.
- 1.3 Our obligation to you is to (and you authorise us to) facilitate travel bookings on your behalf, arrange relevant contracts between you and travel service providers, arrange travel documentation for the relevant travel bookings, and procuring refunds, travel credits or other forms of compensation where available.
- 1.4 We exercise care in the selection of reputable travel service providers, but we have no control over, or liability for, the products and services provided by third parties and we cannot guarantee the performance of any travel service provider. MTA does not warrant the accuracy, completeness, or fitness for a particular purpose of any products or services provided by any travel service provider and to the maximum extent permitted by law disclaims all implied warranties in connection with same. MTA accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel products or services to you where your booking has been properly processed by MTA. MTA is not responsible or liable for any acts or omissions of third parties in relation to any travel products or services booked on your behalf.
- 1.5 Bookings made on your behalf are subject to the relevant travel service provider’s terms and conditions, including conditions of carriage and limitations on liability. You must read these prior to finalising your booking. We can provide you with copies of the relevant terms and conditions on request. Once the bookings have been made, you will have a contract with the relevant travel service provider. Your legal rights in connection with the provision of the relevant travel product or service are against the relevant travel service provider and (except to the extent we are at fault) are not against us.

2 Accuracy of Information

- 2.1 Any brochures or information for travel products and services we provide to you have been supplied by the relevant travel service provider. We are not responsible for the accuracy or completeness of that material and we accept no liability where that material is inaccurate or incomplete.
- 2.2 MTA takes reasonable care that the travel information provided to you by us is correct, but due to the nature of the travel industry, the information is subject to amendment at any time without notice. You acknowledge and accept that MTA provides information in good faith.
- 2.3 You should make your own evaluation of the accuracy or completeness of any information, opinion and advice. You are solely responsible for the suitability of any travel products and services which you purchase. MTA is not liable for any inconvenience caused or expense incurred as a result of any unsuitability of travel.

3 Limitation of Liability

- 3.1 Our travel booking and advisory services come with guarantees under the Australian Consumer Law which cannot be excluded. These guarantees include that the services:
 - (a) will be provided with due care and skill;
 - (b) will be reasonably fit for the specified purpose;
 - (c) can reasonably be expected to achieve the desired result; and

(d) will be provided within a reasonable time.

- 3.2 If we do not meet any of these guarantees, you have rights under the Australian Consumer Law.
- 3.3 To the extent permitted by law, neither MTA nor any of its related bodies corporate, directors, employees, Advisors, or agents, accept any liability in contract, tort or otherwise for any injury, loss (including consequential loss), claim, damage, 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 any event which is not preventable by reasonable diligence on our part.
- 3.4 Our liability will also be limited to the extent that any relevant international conventions limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage, 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.
- 3.5 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). This liability clause is subject 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 *Competition and Consumer Act 2010* (Cth).

4 Personal Information

- 4.1 MTA may collect, use and disclose personal information about you. Generally, we collect personal information directly from you, however sometimes we may need to collect information about you from third parties where collecting directly from you is unreasonable or impractical. For example, we may collect information from people or entities making a booking on your behalf. We collect, use, and disclose your personal information for the purposes of providing goods, services, and information to you or someone you know, and facilitating our internal business operations. Depending on the circumstances, if the personal information you provide is incomplete or inaccurate, we may be unable to provide you with the goods, services, or information you are seeking. MTA may disclose your personal information to our employees, contractors, consultants, related or affiliated entities, and other service providers and parties who assist us in operating our business, third parties to whom you have agreed we may disclose your information, a purchaser of the assets and operations of our business, or otherwise as required or authorised by law (including law enforcement agencies and governments around the world for security, customs and immigration purposes). Our third party service providers are too numerous to list and they change from time to time, but may include travel service providers, payment processors, insurers, IT and technology service providers, and professional advisers. We are likely to disclose your information overseas to entities in countries in which you are booking a travel product or service, and additionally to countries where our third party service providers are located, including the United States of America. You consent to this overseas disclosure and agree that by providing consent, Australian Privacy Principles Cl 8.1 under the Privacy Act no longer applies, and we are not required to take reasonable steps to ensure that the overseas recipient does not breach the APPs in relation to that information. More detailed information about the types of personal information we collect from you, the way we use, disclose and secure your personal information, how you can access and correct that information, and how you can make a complaint about a breach of privacy can be found in our Privacy Policy (available at mtatravel.com.au or on request by contacting MTA in writing at PO Box 4328 Robina Town Centre QLD 4230, by email at operations@mtatravel.com.au, by telephone on +61 7 5593 3322 or by requesting a copy from one of our Advisors).

5 Passports, Visas and Entry Requirements

- 5.1 Passport and Visa requirements are the responsibility of all individual travellers. Passports are required for all travellers departing Australia. Permanent residents travelling on a foreign passport must hold a valid Australian Re-entry Visa. All travellers' passports must be valid for at least 6 months from the date of return to Australia. Some countries may require longer, and some countries require a machine-readable passport. In some instances, it is necessary to have completely blank pages in your passport to allow for entry visas. MTA will assist in providing general information on visa and passport requirements relating to the travel bookings you make with us. This information is supplied in good faith and for guidance only. To help us assist you, you must let us know if a traveller on the relevant booking does not have a valid passport, has less than 6 months validity on their passport, or if their passport is not machine-readable. We will otherwise assume all travellers on the relevant booking have valid passports.
- 5.2 Some countries may deny entry to travellers who have criminal records (including arrests without convictions). You must either tell us this information so that we can assist you with travel arrangements, or if you do not wish to disclose this information to us, then you must contact the embassy of each country of destination and make your own arrangements for entry to that country.

- 5.3 Travellers to the USA must pre-register for the US Visa Waiver Program on website <https://esta.cbp.dhs.gov/esta/esta.html>. This must be done at least 72 hours prior to departure time. A travel authorisation number will be received and must be presented along with ESTA documentation when checking in at the airport. Passengers other than Australian passport holders travelling under the visa waiver programme must produce a valid passport and relevant visa.
- 5.4 Each traveller on the relevant booking must ensure they have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities of the countries to which they are travelling. Any fines, penalties, payments, and expenditures incurred as a result of travel documents not meeting the requirements of immigration and government authorities (including payments and expenditures relating to non-entry) will be the sole responsibility of the traveller (except to the extent caused by fault on MTA's part).

6 Health

- 6.1 Each traveller on the booking must ensure they are aware of any health requirements and recommended precautions relevant to the countries to which they are travelling, and ensure they have all necessary vaccination documentation with them. Some countries may deny entry to travellers who cannot present the required vaccination documentation. Your GP or a specialist travel doctor or vaccination clinic can assist you with the necessary vaccinations and recommended precautions. Some vaccinations require multiple doses or take time to provide immunity. You should consult your doctor or specialist 6 to 12 weeks prior to travelling.

7 Travel Documentation

- 7.1 Travel documentation includes airline tickets, hotel vouchers, tour vouchers, and any document used to confirm an arrangement with a travel service provider, whether physical or electronic. Travel documentation may be subject to certain conditions and restrictions, including as to whether the product or service is refundable, changeable, and subject to cancellation or amendment charges. In most cases, travel documentation is not transferable (that is, you cannot give travel documentation issued in your name to another person to use). Airline tickets must be issued in the name of the passport holder (or other suitable identity document). You must carefully check that the name on the travel documentation is correct, as an incorrect name may mean you cannot use the product or service, and the booking will be cancelled. If you see any errors in names, dates, or times on travel documentation issued by us, please let us know with 48 hours of receipt. You must ensure that you have received all applicable travel documentation from us prior to your departure date and retain the travel documentation for the length of your travel. MTA will not be held responsible for travel documentation lost by you or any third party. Any charges associated with reissue and resending of travel documentation will be at your expense.
- 7.2 It is important to check your flight times prior to the departure of each flight as airlines reserve the right to amend their flight schedules.

8 Fares & Prices

- 8.1 Airfares and prices are generally quoted in Australian dollars, inclusive of applicable taxes, however final airfares and prices are subject to change until final payment is paid. We may quote airfare and prices in other international currencies from time to time.
- 8.2 Airfares and prices include airport taxes, port and handling charges or other charges when stated and are always subject to Airline/ Supplier availability. Airfares and prices can be withdrawn or varied without notice and are quoted subject to change. Airfares, prices, Airline/Supplier availability, Airline taxes, fare conditions and class of travel can change at any time up to time of final payment. Routing restrictions and other special conditions may apply. Airfares and price changes may occur for reasons outside of our control, and which can increase the cost of a product or service, including currency fluctuations, fuel surcharges, and tax increases. Prior to finalising your booking, we will confirm with you the up-to-date prices.
- 8.3 You may be required to pay a local tax at some airports. Where possible, we will advise you of this at the time of your booking.

9 Payments

- 9.1 Some airfares and services must be paid in full at the time of booking. For airfares and services without this requirement, you will be required to pay one or more deposits when making a booking. Subject to your rights under the Australian Consumer Law and the refund policies of the relevant travel service providers, all deposits are non-refundable for changes of mind or cancellations by you. Deposits merely hold the reservations and do not guarantee prices. As set out in paragraph 8 above, airfares and prices are only guaranteed once final payment has been made. If final payment to MTA has not been made by a specific date advised to you at the time of booking, your booking may be cancelled. We accept no responsibility for loss

incurred due to automatic cancellation. Payment can be made by direct deposit into the MTA Client Account, by cheque (allowing 5 business days for clearance), by credit card (additional fees apply – see below), by BPay (allowing 3 business days for clearance) or by cash (for less than \$10,000) directly by you to any Commonwealth Bank throughout Australia. MTA's Advisors do not receive cash or handle your payments.

- 9.2 Payments made by credit card through our Payment Service Provider incur processing fees of 1.15% for Mastercard, 1.35% for Visa, 1.8% for American Express, 2.5% for Diner's Club and 3% for international cards. All card processing fees are inclusive of GST. You authorise us to charge all fees incurred by you for the products and services provided by us to the credit card provided by you. If we do not receive payment from your card issuer for any reason, you agree to pay us all amounts due immediately on demand.
- 9.3 Federal legislation prevents us from accepting cash payments of \$10,000 or more per booking, including where multiple smaller payments are made for the same booking which total \$10,000 or more.
- 9.4 All amounts paid by you to us will be the property of MTA – Mobile Travel Agents Pty Ltd and held in a Client Account with Travel Agent Client Trust Account Fidelity Insurance (TACTAFI). You acknowledge that such amounts will be held by us with other customers' money, separately from our operating account, and will be considered:
 - (a) a debt due and payable to the travel service subject to the travel service provider's terms and conditions (except for amounts paid for flights with an IATA airline, which might be held on trust for that IATA airline);
 - (b) amounts which may be refundable to you; or
 - (c) MTA commissions and/or fees.

10 Booking Fees, Cancellation and Amendment Charges and Refunds

MTA's fees

- 10.1 The precise amount of fees due in relation to bookings is subject to change and you should contact your Advisor to obtain these figures.
- 10.2 Subject to your rights under the Australian Consumer Law, the cancellation or amendment of bookings may attract cancellation or amendment fees. The precise amount of fees due in relation to booking cancellation or amendments is subject to change and your Advisor will notify you of these at the time of your booking. Generally, we will charge cancellation or amendment fees to recover our expenses incurred for attending to the cancellation or amendment on your behalf.
- 10.3 Cancellation or amendment fees are generally payable per booking, unless otherwise advised by your Advisor at the time of booking.

Travel service provider cancellation and amendment charges

- 10.4 Travel service providers may charge cancellation and amendment fees for cancelled bookings or requests to amend bookings. We may also charge cancellation and amendment fees for cancelled bookings or requests to amend bookings based on the amount of work needed to attend to these for you. Sometimes, the combined cancellation and amendment fees can be up to 100% of the cost of the booking, even if travel has not yet commenced. Where possible, we will inform you of the applicable cancellation or amendment fees prior to making your booking.

Refunds and credit notes

- 10.5 We may charge fees for making bookings on your behalf based on the work needed to provide these services to you. Subject to your rights under the Australian Consumer Law, if the booking does not go ahead for any reason, reasonable MTA or Advisor service fees and booking fees are not refundable where services have already been provided to you.
- 10.6 Refunds and credit notes for travel products and services are subject to the terms and conditions of the travel service provider. Where refunds are available, MTA will provide reasonable assistance to you in claiming them from the relevant travel service provider, but is unable to provide any refunds to you until we have received the funds from the relevant travel service provider (which may take several months). MTA is not responsible for any delays in a travel service provider issuing a refund. Some travel service providers may offer credit notes in place of refunds, and we will pass these to you when made by the travel service provider, along with any terms and conditions relevant to use of credit notes. MTA is not responsible for refunds not received from a product or service provider. If MTA incurs any costs for any booking you cancel or amend, you agree to indemnify us for those costs.
- 10.7 Where travel product and services have been purchased through our Payment Services Provider using your credit or debit card, you acknowledge that their processing fee is non-refundable.

11 Special requirements

- 11.1 If you have any special requirements for your booking, including disability access requests, seating requests, special meals, room types or amenities, please let us know prior to making your booking. It may not be possible for us to request special arrangements after a booking has been made.

12 Travel Insurance

- 12.1 We strongly recommend that each traveller on the relevant booking takes out appropriate travel insurance cover. Travel insurance should cover cancellations, medical and repatriation expenses, personal injuries and accidents, death, loss of personal baggage and money, and personal liability insurance.
- 12.2 Some credit card providers include card holder travel insurance, which is often not comprehensive. If you purchase travel insurance through another entity, or you rely on credit cardholder travel insurance, then in circumstances where you need to lodge a claim and require our assistance to do so, we reserve the right to charge a fee for our reasonable costs incurred in providing that assistance (except in circumstances where the claim is being made due to fault on MTA's part).
- 12.3 Please advise if you would like us to provide information about travel insurance. Our Advisors can provide you with a Combined Financial Services Guide and Product Disclosure Statement with details about the travel insurance services we provide, as well as quotes for travel insurance we can arrange for you. MTA is an authorised representative of CHI Travel Insurance Pty Ltd ACN 131 684 636, Covermore Pty Ltd ACN 609 090 397, NIB Travel Services (Australia) Pty Ltd ABN 81 115 932 173 and Your Cover Pty Ltd trading as Go Insurance ABN 35 169 038 466 and we receive financial and non-financial benefits when you purchase travel insurance products through us. We are authorised to provide you with general advice about, and arrange, travel insurance products on behalf of the insurer CHI Travel Insurance Pty Ltd AFSL 245631, Covermore Travel Insurance Pty Ltd AFSL 253507, NIB Travel Services (Australia) Pty Ltd ASFL 308461 and our Cover Pty Ltd trading as Go Insurance ABN 35 169 038 466.
- 12.4 You, and each traveller on the relevant booking, must read the Combined Financial Services Guide and Product Disclosure Statement before purchasing any travel insurance product to ensure it meets your needs and circumstances. The Combined Financial Services Guide and Product Disclosure Statement contains information about the conditions, limits, and exclusions that apply to the insurance product, the cooling off period for the product, and details on how you can access the privacy policies and complaints handling processes of CHI Travel Insurance Pty Ltd ACN 131 684 636, Covermore Pty Ltd ACN 609 090 397, NIB Travel Services (Australia) Pty Ltd ABN 81 115 932 173 and Your Cover Pty Ltd t/a Go Insurance ABN 35 169 038 466.

13 Travel Advice and Warnings

- 13.1 We recommend that all travellers on the relevant booking contact DFAT or visit the Smartraveller website (www.smartraveller.gov.au) for general travel advice on the countries to which they are travelling.
- 13.2 The Australian Government in conjunction with various other worldwide bodies may decide to issue a Government Advisory warning to Australian passport holders not to travel to countries in certain circumstances. In these instances whilst travel to some countries is not advisable and some clauses of the travel insurance coverage may not be effective, we appreciate that some clients may still need to travel to those areas. Whilst we are prepared to make these bookings on our client's behalf we do so without responsibility or liability. Up to date information is available on the Department of Foreign Affairs' Smartraveller website at www.smartraveller.gov.au.
- 13.3 It is recommended that all Australian travellers register their personal details (i.e. passport numbers, contact details) in Australia and the countries you will be visiting. Simply register via the Smartraveller website to utilise this service.

14 Travel Bans

- 14.1 The governments of countries in conjunction with various other worldwide bodies may decide to ban certain or all travellers from entry in certain circumstances. In these instances, we will not be willing to make bookings on your behalf to travel to those countries. In the event a booking has been made to a country in respect of which a travel ban has subsequently been imposed, MTA has no responsibility or liability for any loss suffered by the customer as a result.

15 Force Majeure and Limitation on Liability

- 15.1 MTA will not be in breach of these terms and conditions as a result of or liable for any loss suffered by you or any other traveller on the booking to the extent that loss is wholly or partially caused, directly or indirectly, by an event of force majeure or any act or omission of you or any traveller.

- 15.2 An 'event of force majeure' means any occurrence or omission outside a party's control and includes acts of God, a physical natural disaster, natural catastrophes, war or other state of armed hostilities, insurrection, riot, civil commotion, act of public enemies, terrorist act, fire, explosion, national emergency, declaration of martial law, breakdown of communication facilities, generalised lack of availability of raw materials or energy, epidemic, pandemic or quarantine, outbreaks of infectious disease or any other public health crisis, restriction, confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency, law taking effect after the date of these terms and conditions, other governmental acts or omissions, strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's contractors.

16 Authority

- 16.1 In the event that an accident, disaster or emergency is reported to have occurred in a country where you may be travelling, you authorise MTA to disclose to the Australian Government Department of Foreign Affairs and Trade details of your itinerary (including without limitation, transport and accommodation arrangements) and your contact details within Australia and overseas.

17 Loyalty Programs

- 17.1 Please let us know at the time of booking of your applicable loyalty program details for inclusion in your booking. Whether you will be credited with points for your booking is subject to the terms and conditions of your loyalty program membership, which you should familiarise yourself with. We cannot guarantee that the loyalty program supplier will credit you with points for your booking. We are not responsible if you are unable to claim points for any reason.

18 General terms

- 18.1 The laws of Queensland, Australia govern these terms.
- 18.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- 18.3 If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from these terms in the relevant jurisdiction, but the rest of these terms will not be affected.
- 18.4 We may subcontract the performance of all or any part of our obligations under these terms.
- 18.5 These terms contain the entire agreement between you and us in relation to their subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these terms.

19 Your responsibilities

- 19.1 You acknowledge that you are 18 years of age or older and have sufficient funds to pay for the travel products and services.
- 19.2 You understand and agree with these Booking Terms and our Privacy Policy.
- 19.3 If you are booking on behalf of others, you warrant that you have conveyed these terms and conditions to them.
- 19.4 You warrant that you have read the terms and conditions of any travel service providers and agree to be bound by those.
- 19.5 You agree that you are responsible for checking the accuracy of all travel documentation provided to you and contacting us within 48 hours if any of this information is not correct.
- 19.6 You agree that you are responsible for contacting the Airline at least 72 hours prior to travel to confirm the details of your travel.
- 19.7 You warrant and acknowledge that you have accessed the Smartraveller website for any specific enquiries in relation to your intended destination.
- 19.8 You agree that passport, visa, and other required identification documents are your responsibility.