

BOOKING TERMS AND CONDITIONS

These Booking Conditions set out the terms and conditions on which you contract with us to provide you with services relating to travel arrangements. By making a booking through us, you acknowledge that you have read, understood and agree to be bound by them. Capitalised terms are defined at the end of these Booking Conditions.

"You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our" and "GMT Travel Co." means [Michelle Louise Kerr T/A GMT Travel Co.].

SERVICES WE PROVIDE

- 1. The services that we provide to you are limited to:
 - (a) Advisory and Booking Services;
 - (b) Cancellation and Amendment Services; and
 - (c) Extraordinary Circumstances Services
- 2. We are only responsible to you for Advisory and Booking Services and Cancellation and Amendment Services in accordance with these Booking Conditions.

TRAVEL PROVIDERS ARE RESPONSIBLE FOR TRAVEL ARRANGEMENTS

- 3. We do not principally supply any Travel Arrangements that form part of your booking. We solely act as an agent for Travel Providers to facilitate your purchase of Travel Arrangements from them.
- 4. We may receive financial benefits (including commissions) and non-financial benefits from Travel Providers when we facilitate the sale of their Travel Arrangements to you.
- 5. While we exercise reasonable care in recommending reputable Travel Providers, we have no control over the Travel Provider and we do not guarantee performance by any Travel Provider. We do not warrant the standard or fitness for a particular purpose of any Travel Arrangements and to the fullest extent we disclaim any warranties of this nature.
- 6. The Travel Provider is responsible to you for the delivery of Travel Arrangements subject to the Travel Provider Booking Conditions. These may set out refund and cancellation terms and may also limit the Travel Provider's liability to you. It is your responsibility to ensure you are aware of the Travel Provider Booking Conditions. We can provide you with copies upon request, which you should familiarize yourself with prior to making a booking request.

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7. We are not liable for any acts, omissions, failures or delays on the part of any Travel Provider (or any of their employees, agents, contractors or suppliers). Any claims you may have in connection with the performance of Travel Arrangements must be made directly against the Travel Provider (except to the extent the claim arises due to our fault).

ACCURACY OF INFORMATION

8. Any information relating to Travel Arrangements or a Travel Provider has been provided by the Travel Provider or an independent third party. We are not responsible for this information. We make no warranty regarding the completeness, accuracy or standard of this information. You should make your own enquiries to verify information related to Travel Arrangements or a Travel Provider before making a booking.

PRICING

- 9. Quotations for Travel Arrangements are valid at the time they are given but are subject to change at any time prior to a booking being confirmed. Please note that Travel Providers will generally not hold Travel Arrangements prior to confirmation.
- 10. Prices and Travel Arrangements may be withdrawn or varied without notice prior to the Travel Provider confirming your booking for the Travel Arrangements.
- 11. Quotations will generally be given in Australian dollars, but from time-to-time we may quote in foreign currencies. Quotations will include taxes and handing fees as applicable at the time of quotation. These are subject to change and can only be confirmed at the time of final payment. You may be required to pay local airport taxes, city taxes and similar taxes and charges in destination.
- 12. Please note that prices are subject to change following a booking being confirmed in accordance with the Travel Provider Booking Conditions. Such changes could be as a result of negative currency fluctuations, increases in fuel levies or an increase in government taxes or service charges.
- 13. If the Travel Provider changes the price of any booked Travel Arrangements then will notify you of the change and collect any additional payment from you, but we have no further responsibility.

PAYMENTS

14. A deposit is usually required at the time of booking, but on occasion full payment will be required. You will be notified of the payment schedule for Travel Arrangements at the time of booking.



- 15. We are under no obligation to remind you of a payment becoming due. It is your responsibility to ensure that we receive payments in cleared funds by the due date for payment. We accept no responsibility if Travel Arrangements are cancelled by Travel Providers due to you failing to make a payment to us by the due date.
- Payments can be made to us in the following ways: 16.
 - by credit or debit card, subject to the following cost of acceptance fees which reflect costs incurred by us:

CREDIT & DEBIT CARD SURCHARGE

GMT Travel Co - GMT

18-Feb-2025

Under the Reserve Bank of Australia regulations on card surcharges, we (the merchant - GMT Travel Co) may only surcharge our average 'cost of acceptance' In calculating our average cost of acceptance, ZenPay Pty Ltd trading as TravelPay - ABN: 63 056 881 942, our Payment Facilitator, has provided us with the information shown in the table below.

| Costs of acceptance Including GST | TravelPay Fees - Recurring Payments Automatic or registered customer payments | TravelPay Fees - Merchant Payment Portal One-off online payments processed by merchant | TravelPay Fees - Customer Payment Portal One-off online payments processed by custome | |
|--------------------------------------|---|--|---|--|
| American Express | 2.50% | 1.80% | 1.80% | |
| Apple Pay | 2.50% | 1.40% | 1.40% | |
| Corporate & Premium - Mastercard | 2.50% | 1.20% | 1.20% | |
| Corporate & Premium - Visa | 2.50% | 1.40% | 1.40% | |
| Diners Club | 2.50% | 2.50% | 2.50% | |
| Google Pay | 2.50% | 1.40% | 1.40% | |
| International Cards | 3.00% | 3.00% | 3.00% | |
| Latitude Pay | 1.50% | 1.50% | 1.50% | |
| MasterCard | 2.50% | 1.20% | 1.20% | |
| | | | | |

| Costs of acceptance Including GST | TravelPay Fees - Recurring Payments Automatic or registered customer payments | TravelPay Fees - Merchant Payment Portal One-off online payments processed by merchant | TravelPay Fees - Customer Payment Portal One-off online poyments processed by customer | | |
|--|---|--|--|--|--|
| PayID | 0.00% | 0.00% | 0.00% | | |
| Visa | 2.50% | 1.40% | 1.40% | | |
| Fee for rental or maintenance of card terminals or provision of gateway or fraud prevention services referable to the Scheme | Nil | | | | |
| Fraud-related chargeback fees | Nil | | | | |

The 'Apple Pay' or 'Google Pay' fee is applicable to all Visa or Mastercard transactions by those payment methods. For American Express and other card transactions by Apple Pay or Google Pay, that card type's specific fee is applicable. If 0.00% is displayed, this card type is not available.

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- (b) by direct deposit into our BankSA account as noted on your invoice (allow up to 3 business days for funds to clear);
- (c) by cash
- 17. Please note that due to Commonwealth legislation, we are not able to accept cash payments for the same booking of \$10,000 or more. Payments made in foreign currency will incur a currency conversion fee.

ADVISORY & BOOKING SERVICE FEES

- 18. You agree that we are entitled to be paid for Advisory and Booking Services as soon as we have arranged for you to purchase Travel Arrangements from a Travel Provider.
- 19. However, (subject to clause 21) we will charge you for Advisory and Booking Services if you cancel your Travel Arrangements or if they are cancelled due to Unavoidable and Extraordinary Circumstances (see below). This is because we will not be properly compensated for providing Advisory and Booking Services if Travel Arrangements are cancelled in these circumstances.
- 20. If we do charge you for Advisory and Booking Services, our fees ("Advisory and Booking Service Fees") will be as specified in the Service Fee Schedule.
- 21. You agree to pay us the relevant Advisory and Booking Service Fees as specified in the Service Fee Schedule for the following Travel Arrangements irrespective of whether or not they are cancelled:
 - (a) If you request us to make a frequent flyer award booking or to upgrade a fare class using frequent flyer points;
 - (b) All airline travel bookings booked by us, regardless of how the booking or payment is made.



(c) Any hotel/cruise/tour/transfer/ or any other land or air arrangement or service booked or provided by us that does not pay a commission to us by the wholesaler/supplier/company used for said arrangement or service.

AMENDMENTS

- 22. If you wish to make amendments to the booked Travel Arrangements, please contact us and we will endeavor to facilitate them as part of our Cancellation and Amendment Services.
- 23. While we will endeavor to facilitate amendments, please note that amendments are subject to agreement by the Travel Provider in accordance with the Travel Provider Booking Conditions.
- 24. If you request us to make amendments to your booking, you agree to pay us the relevant amendment fees ("Amendment Fees") as specified in the Service Fee Schedule, irrespective of whether the Travel Provider agrees to the amendment. We may request you to pay us Amendment Fees prior to actioning amendments.
- 25. Please note that the Travel Provider may also charge an amendment fee and if the cost of amended Travel Arrangements is higher the Travel Provider will almost certainly require you to pay the increased amount in addition to their amendment fee.
- 26. We will not be responsible to you if you directly contact a Travel Provider to request an amendment. Please note that many Travel Providers will only consider amendment requests made through us as agent.

CANCELLATIONS

- 27. If you wish to cancel confirmed Travel Arrangements, please notify us in writing so we can notify the Travel Provider of the cancellation.
- 28. The Travel Provider may charge cancellation fees in accordance with the Travel Provider Booking Conditions. Often your deposit will be non-refundable, and any further cancellation fee will generally be dependent on the amount of notice of cancellation you give. Cancellation fees can be one hundred percent of the booking value. This is why we strongly encourage you to obtain travel insurance with comprehensive cancellation protection as soon as Travel Arrangements are confirmed.
- 29. Please note that a change of name or a change of route may be considered to be a cancellation by a Travel Provider.



30. You agree that we are entitled to be paid (and you agree to pay us) for the Booking and Advisory Services we have provided for any Travel Arrangements you cancel.

UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES

- 31. In the event of Extraordinary and Unavoidable Circumstances you or the Travel Provider may cancel or modify your Travel Arrangements in accordance with the Travel Provider Booking Conditions.
- 32. If your Travel Arrangements are cancelled due to Extraordinary and Unavoidable Circumstances, then we will use reasonable endeavours to obtain either a credit or refund from the Travel Provider ("Extraordinary Circumstances Services"). Your rights to a credit or refund may be limited under the Travel Provider Booking Conditions. We make no guarantee and expressly disclaim any warranty that we will be able to obtain a refund or credit from a Travel Provider.
- 33. Please note that any credit or refund issued by the Travel Provider may be partial only and may be subject to specific conditions. We have no control over these conditions.
- 34. You agree that we may charge you fees for providing Extraordinary Circumstances Services as specified in the Service Fee Schedule ("Extraordinary Circumstances Service Fees"). This is in addition to the fees we are entitled to for having provided Advisory and Booking Services. We may request that you pay Extraordinary Circumstances Service Fees to us before we endeavor to obtain a credit or refund from Travel Providers.
- 35. You agree that we are entitled to be paid (and you agree to pay us) for the Booking and Advisory Services we have provided for any Travel Arrangements that are cancelled or modified due to Unavoidable and Extraordinary Circumstances.

REFUNDS

- 36. If you are due a refund for any cancelled Travel Arrangement, then we will use reasonable endeavours to obtain the refunds from the Travel Provider, but we do not guarantee and expressly disclaim that we will be able to obtain refunds from any Travel Provider.
- 37. We have no obligation to pay any refund to you until we have received the corresponding amount from the Travel Provider. Please note that it may take some Travel Providers several months to process a refund.



38. You authorise us to deduct Advisory and Booking Service Fees and any Extraordinary Circumstances Service Fees due to us from any refund that is due to be paid to you. We may, in our discretion choose not to charge Advisory and Booking Service Fees where the Travel Provider has cancelled Travel Arrangements for reasons other than due to Unavoidable and Extraordinary Circumstances.

CHARGEBACKS

- 39. You must give us notice in writing if you intend to lodge a chargeback request with your credit or debit card issuer due to the failure by a Travel Provider to deliver Travel Arrangements.
- 40. As we are the agent for the Travel Provider and not the principal supplier of Travel Arrangements, if you make a successful chargeback request against us because Travel Arrangements have not been delivered due Unavoidable and Extraordinary Circumstances or due to the Travel Provider's insolvency then:
 - (a) if we have already paid the Travel Provider, you agree that we may claim against you for any loss and damage we incur; and
 - (b) you agree to pay us the for the Booking and Advisory Services in relation to the subject Travel Arrangements.

TRAVEL DOCUMENTATION

- 41. When you make a booking, you must provide us with accurate details of each person in your booking which matches details specified in their passport. Please note that Travel Providers may refuse to carry passengers where the name specified in the booking or on a ticket differs from the name specified in a passport. Travel Providers may consider a change of name as a cancellation.
- 42. It is your responsibility to check all booking and ticket particulars and to notify us of any mistakes. We will only be responsible for mistakes that we have made and which you notify us of within two (2) business days of documentation being issued and provided to you.
- 43. Air tickets and other travel vouchers and documentation will not be issued until payment has been received in full for the Travel Arrangements.



TRAVEL ADVICE

- 44. We strongly suggest that you contact the Department of Foreign Affairs and Trade ("DFAT") or visit the Smart Traveller website for the most up to date travel advisories for the destinations that you wish to travel to. You can register your travel plans with DFAT so that you can be easily contacted in an emergency.
- 45. If you request us to book Travel Arrangements in or to a destination that is subject to a DFAT travel advisory we accept no liability for your choice and the risks associated with travelling to that destination.

PASSPORTS, VISAS & VACCINATIONS

- 46. Passport and visa requirements are your responsibility. It is a requirement that you hold a valid passport to depart Australia, and most countries require passports to have at least 6 months validity from date of re-entry into Australia. This means your passport should be valid for at least 6 months from your scheduled return to Australia.
- 47. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of your travel. It is your responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the destinations to be visited. You should consult your GP or a specialist travel medical practitioner at least 8 weeks prior to travel.
- 48. We will not be responsible for any loss you incur if you are denied boarding or entry to a destination because you do not have necessary documentation or records of vaccinations or visas.
- 49. Any information provided by us is given in good faith and for guidance only. We do not warrant its completeness and you must make your own enquiries to satisfy yourself of entry and other requirements.

TRAVEL INSURANCE

50. We strongly encourage you to be adequately insured for the duration of your trip. We recommend you consider comprehensive travel insurance to cover cancellation, medical requirements, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your deposit. This is because cancellation fees and charges may be imposed from that time.



SPECIAL REQUESTS & REQUIREMENTS

51. Any special requests and requirements (including dietary, medical and disability access requirements) must be notified to us prior to you booking Travel Arrangements. While we will pass on requests and requirements to Travel Providers, note that we are not responsible if Travel Providers do not accommodate them. Any special requests and requirements notified to us after booking may be considered a booking amendment.

MONIES NOT HELD ON TRUST

52. All payments made to us will not be held on trust for you and may be held in any account of our choosing. Payments will be considered debts due and payable to Travel Providers subject to the Travel Provider Booking Conditions and payments in satisfaction of the Advisory and Booking Service Fees and any other fees payable by you to us. Please note that we can only provide you with a refund of payments not yet paid to a Travel Provider after the Travel Provider has authorised us to do so and after we have deduced any fees due to us.

OUR LIABILITY

- 53. Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Guarantees"). These Booking Conditions do not exclude or limit the application of the Consumer Guarantees. Other than the Consumer Guarantees, we disclaim all warranties and guarantees.
- 54. To the fullest extent permitted by law:
 - (a) we do not accept any liability under these Booking Conditions, in tort (including negligence) or at law for any injury, loss (including indirect losses), delay or additional expenses caused directly or indirectly by the actions or omissions of a third party over whom we have no direct control (including a Travel Provider); and
 - (b) our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to resupplying the Advisory and Booking Services or Cancellation and Amendment Services (as applicable) or paying to have them resupplied.



GENERAL

- 55. The contract between Michelle Louise Kerr trading as GMT Travel Co. and you is governed by the laws of the State of South Australia. Any disputes shall be dealt with by a court with the appropriate jurisdiction in South Australia.
- 56. If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.
- 57. Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles, and our Privacy Policy, which is published here www.getmethere.net.au.

DEFINITIONS

"Advisory and Booking Services" means the following services:

- (a) providing advice on Travel Arrangements and Travel Providers that may be appropriate for your requirements;
- (b) facilitating your purchase of Travel Arrangements from Travel Providers; and
- (c) providing a mechanism for you to pay for Travel Arrangements.

"Advisory and Booking Service Fees" means the fees payable to us for providing the Advisory and Booking Services as specified in the Service Fees Schedule.

"Amendment Fees" means the fees payable to us for endeavoring to arrange amendments as specified in the Service Fees Schedule.

"Cancellation and Amendment Services" means the following services:

- (a) endeavoring to arrange amendments to booked Travel Arrangements with Travel Providers:
- (b) cancelling Travel Arrangements with Travel Providers; and
- (c) processing any refunds or issuing any credits due to you from Travel Providers.

"Extraordinary Circumstances Services" means, if Travel Arrangements are cancelled or disrupted due to Extraordinary and Unavoidable Circumstances, using reasonable endeavors to obtain either a credit or refund from the Travel Provider.

"Extraordinary Circumstances Service Fees" means the fees payable to us as specified in Service Fee Schedule for providing assistance in the event Travel Arrangements are cancelled or disrupted due to Unavoidable and Extraordinary Circumstances.

"Unavoidable and Extraordinary Circumstances" means circumstances pursuant to which your Travel Arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other extraordinary circumstance as set out in the Travel Provider Booking Conditions.

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"Service Fee Schedule" means the schedule at the rear of these Booking Conditions or as otherwise provided by us to you setting out Advisory and Booking Service Fees, Amendment Fees and Extraordinary Circumstances Service Fees.

"Travel Arrangements" means any travel arrangements booked through us to be supplied by a Travel Provider, which may include (but are not limited to) flights, accommodation, transfers, guides, activities, car-hire, tours and cruising product.

"Travel Provider" means a third party who principally contracts with you for the provision of Travel Arrangements subject to the Travel Provider Booking Conditions.

"Travel Provider Booking Conditions" means the booking conditions of a Travel Provider.

Updated: 18FEB2025



SERVICE FEE SCHEDULE

| D_{C} | \sim | NC | CEDI | /ICFS |
|---------|--------|----|------|-------|
| | | | | |

ADVISORY / ITINERARY PLANNING

| <u>AIRFARES</u> | | AUSTRALIAN JOURNEYS | | |
|---|-------|----------------------------------|--|--|
| INTERNATIONAL AIRFARES | | Single destination | \$pp | |
| Economy | \$100 | Multi-destination | \$pp | |
| Premium Economy | \$200 | INTERNATIONAL JOURNEYS | | |
| Business / First Class | \$350 | Single destination | \$pp | |
| Round The World (Any Class) | \$275 | Multi-destination | \$pp | |
| Fees capped at 6 sectors | | | | |
| | | AMENDMENT | AMENDMENTS | |
| DOMESTIC AIRFARES | | | | |
| Economy per sector | \$25 | INTERNATIONAL AIRFARES | | |
| Business class per sector | \$50 | In addition to any airline fees | | |
| Fees capped at sectors | | All Classes | \$pp | |
| TRANS-TASMAN AIRFARES | | DOMESTIC AIRFARES | | |
| Per sector | \$pp | In addition to any airline fees | | |
| Fees capped at <mark>xxx</mark> sectors | | All Classes | \$pp | |
| FREQUENT FLYERS | | ALL OTHER ARRANGEMENTS | | |
| Award Booking | \$pp | In addition to any supplier fees | | |
| OTHER SERVICES | | Amendment fee | \$pp | |
| Hotel Reservations | \$pp | | EXTRAORDINARY CIRCUMSTANCES SERVICE FEES | |
| Car Hire Reservations | \$pp | EXTRAORDINARY CIRCUMSTAN | | |
| Tour Reservations | \$pp | | | |
| Cruise Reservations | \$pp | | | |
| Insurance Claim | \$pp | | | |

Rail sectors or passes

\$pp

ABN: 30373502737



INTERNATIONAL AIRFARES

Refund request and processing \$pp

Per ticket

DOMESTIC AIRFARES

Refund request and processing \$pp

Per ticket

ALL OTHER ARRANGEMENTS

Refund and processing fee \$pp

Per service