

Terms & Conditions

1 Status of these Terms and Conditions

Welcome to the travelin.com.au website (the "Website"). The Website is provided solely to:

- (a) assist customers in gathering information and posting opinions about travel experiences;
- (b) allow third party suppliers to advertise their products and services, including accommodation service providers; and
- (c) assist customers to make online reservations for travel experiences, which may include accommodation, restaurants, tours and events (each "Travel Booking").

In these terms and conditions, "we", "us" and "our" means Adventure Group Holdings Pty Limited (ABN 29 155 672 192) of 73 Atherton Rd, Oakleigh, VIC 3166. "You" and "your" refer to:

- (a) customers; and/or
 - (b) travel service providers who contribute content to this website to advertise their products or services ("advertisers"),
- (as applicable) who access and use the Website.

Please read these terms and conditions carefully as they apply to your use of the Website and all of its contents, and also to any associated services, products and software provided by us. By accessing or using the Website you agree to be bound by these terms and conditions.

We may require travel service providers who wish to advertise their businesses on the Website to comply with additional terms and conditions in relation to those advertisements ("Advertiser Supplementary Terms"). These additional terms will be notified to you at the time you submit your advertisement.

We may require travel service providers who wish to use the online booking functionality ("Bookings System") to comply with additional terms and conditions ("Online Booking Supplementary Terms") in relation to the use of that service.

We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect on the date they are posted and your continued use of the Website after that date will signify your agreement to the revised terms.

These terms and conditions were last updated on 30 November 2016.

2 Licence to use the Website

- (a) You acknowledge that the Website, the content posted on the Website by us and our users, and the underlying software and technologies used to operate the Website, are all subject to copyright and possibly other intellectual property rights ("Intellectual Property Rights").

(b) We grant you a limited, non-transferable licence to access and use the Website solely for your personal, non-commercial purposes (in the case of customers) or internal business purposes (in the case of advertisers).

(c) We (or our licensors) retain all right, title, and interest in and to the Website, and nothing you do on or in relation to the Website will transfer any Intellectual Property Rights to you or, except for the licence referred to in paragraph (b), authorise you to exercise any Intellectual Property Rights unless this is expressly stated.

(d) Except as provided in these terms and conditions, permission to reprint or electronically reproduce the Website or any of its contents, in whole or in part, whether by automated or manual means (including through the use of any so-called robot, spider, scraper or similar technology), for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at support@travelin.com.au if you wish to obtain such consent.

(e) Subject to applicable law, we may revoke the permissions referred to above at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website without notice.

3 Content you Submit via the Website

(a) We encourage you to contribute to the Website by submitting advertisements for your businesses, posting reviews of travel service providers, submitting enquiries or questions, making comments or providing suggestions (collectively, "Submissions").

(b) You retain copyright and any other rights you already hold in any Submissions. By submitting, posting or displaying the Submissions, you give us a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute the Submissions. This licence is for the sole purpose of enabling us to display, distribute, operate and promote the Website and any associated services, products or software.

(c) You confirm and warrant to us that you have all the rights, power and authority necessary to grant the licence of your Submissions under paragraph (b), and that our use of your Submissions in accordance with these terms will not infringe the rights (including copyright or other intellectual property rights) of any other person or organisation or breach any applicable laws.

(d) You must not submit, post, display or otherwise contribute to the Website any of the following:
(i) Any advertisement, comment, review, message, data, information, text, music, sound, photos, graphics, code or any other material ("Content") that is false, unlawful, misleading, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing or advocates harassment of another person, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable, or which discriminates against or vilifies any group or individual;

(ii) Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

(iii) Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including us;

(iv) Unsolicited promotions, mass mailings or "spamming", transmission of "junk mail", "chain letters", political campaigning, advertising, contests, raffles or solicitations;

(v) Content containing commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes;

(vi) Private information of any third party, including, without limitation, surname (family name), addresses, phone numbers, email addresses and credit card numbers.

(e) You understand that by using the Website, you may be exposed to Submissions that you find offensive, indecent or objectionable, and that, in this respect, you use the Website at your own risk. We reserve the right in our sole discretion and for any reason to pre-screen, review, flag, filter, modify, refuse or remove any or all Submissions from the Website, but we have no obligation to do so, and we will not be responsible for liable for any of the Submissions.

(f) You expressly acknowledge and agree that:

(i) each user of the Website is responsible for their own Submissions (including the pricing and other information that advertisers provide about their products or services), and as a result, we have no control over the truth, accuracy or completeness of the Submissions;

(ii) the advertised contact number for each travel service provider is a unique phone number specially provided by us, and any calls made to that number will be routed via our systems to the travel service provider's own telephone number (normal call charges apply for customers). All enquiries made using the "Enquire Now" form on the Website will also be redirected to the travel service provider via our systems; and

(iii) we are not a party to any contract that may result between a customer of the Website and any travel service provider who may advertise or promote their products or services via the Website.

4 Travel Bookings

(a) As a condition of using the Bookings System you warrant that you are at least 18 years of age.

(b) When using the Bookings System, you expressly acknowledge and agree that:

(i) we provide the Bookings System as a service to you;

(ii) we have no control over, or liability for, anything which occurs during or in connection with your use of a Travel Booking created using the Bookings System;

(iii) online bookings made using the Bookings System represent a contract between a customer of the Website and the travel service provider, and we are not a party to that contract;

(iv) the terms of Travel Bookings made using the Bookings System, including terms and conditions (and applicable fees) which apply in connection with booking changes and cancellations, are as set out in the travel service provider's terms and conditions, as amended from time to time;

(v) while some travel service providers may permit cancellations or amendments to online bookings, there is no guarantee that such changes will be possible;

(vi) while we endeavour to ensure that information provided via the Website is accurate and up to date, we are unable to guarantee the accuracy of all information published on the Website and we make no representation or warranty as to the quality, suitability or availability of travel services, including accommodation booked using the Website.

(c) You may be required to make a payment for your Travel Booking at the time of booking, via the Website or directly to the travel service provider, using a credit card or other available payment option.

(d) If you are required to make a payment via the Website at the time of booking, we will process your payment for the total amount shown in local (Australian) currency as shown on the Complete Reservation page prior to you finalising the booking. Additional fees may be payable by you in connection with use of some payment methods, for example, where you pay by local (Australian) or international credit card. Where any such fees are imposed by us these will be displayed on the Complete Reservation page prior to you finalising the booking. Your financial institution may also impose additional fees and charges, such as foreign exchange fees, for the use of certain payment methods according to the terms of your arrangements with them. You are liable for payment of any such fees or charges.

(e) Once your booking (and payment, if applicable) has been processed and confirmed with the travel service provider you will be issued with an email confirmation, sent to the email address provided with your booking.

(f) It will generally be necessary for you to contact the travel service provider directly to make changes to the details of your Travel Booking. All Travel Bookings made using the Bookings System remain subject to the terms and conditions of the individual service provider and it may not be possible for us to vary or cancel your Travel Booking.

(g) If you require a tax invoice for your Travel Booking, the travel service provider you have made the booking with directly is solely responsible for issuing any Tax Invoices. Under no circumstance will we issue a Tax Invoice to a consumer who completes a booking through the Website.

5 Online Booking Cancellations

It is the responsibility of the travel service provider to process the cancellation for any Travel Booking that has been processed through the Bookings System.

As your contract is with the travel service provider, the ultimate decision rests with the travel service provider and we are not able to guarantee the outcome of any request for cancellation you may make.

Any cancellation processed by us may attract a fee of up to 5% of the value of the Online Booking.

6 GST

(a) Expressions in this clause bear the same meaning as those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

(b) Unless specifically stated otherwise, any consideration payable under this agreement is exclusive of GST.

(c) If a supply made under or in connection with this agreement is subject to GST, the recipient must pay to the supplier an additional amount on account of the GST.

(d) Subject to the receipt by the recipient of a tax invoice, the additional amount is payable at the same time and in the same manner as the consideration for the supply.

(e) If the additional amount differs from the amount of GST payable on the supply by the supplier, the parties must adjust the additional amount accordingly.

(f) If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified must be reduced by the amount of any GST for which that party or its representative member is entitled to as an input tax credit.

(g) If the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

7 Linking to this Website

(a) We encourage you to provide links to this Website. While you may use the name "travelin.com.au" in the text of any such link, you may not use the Travel In name or logo, or any of our other trademarks, without our prior written consent.

(b) You must not frame this Website, or represent or imply that any part of the Website belongs to anyone other than us.

(c) If we notify you that we object to the manner in which you provide links to this Website, you must immediately cease providing such links.

8 General Restrictions

In using the Website, you must not:

(a) violate any applicable laws;

- (b) distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- (c) disclose any password associated with an account you use to access the Website (and you agree that you will be solely and personally responsible for all activities that occur under your account);
- (d) collect or store personal data about other users of the Website; or
- (e) engage in any other conduct that inhibits any other person from using or enjoying the Website.

9 Warranties and Liability

(a) You may have rights under statutory consumer protection laws, including the Competition and Consumer Act 2010(Cth), which cannot be excluded, restricted, limited or modified. The following exclusions of warranties, and the limitations of liability in paragraphs (d), (e) and (f) below, apply subject to any rights you may have under such laws.

(b) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE". IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

(i) YOUR ACCESS TO AND USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS (AND YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE WEBSITE AND THAT YOU ARE SATISFIED AS TO THE SUITABILITY OF THE WEBSITE TO MEET YOUR REQUIREMENTS); OR

(ii) YOUR ACCESS TO AND USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM VIRUSES OR ERRORS.

(c) WITHOUT LIMITING THE FOREGOING, AND TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, WARRANTIES, GUARANTEES OR OTHER PROVISIONS THAT ARE NOT CONTAINED IN THE TERMS (WHETHER BASED IN LEGISLATION, THE COMMON LAW OR OTHERWISE) ARE EXCLUDED, INCLUDING ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES AS TO ACCEPTABLE QUALITY, FITNESS FOR PURPOSE, TIMELINESS, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(d) If any condition, warranty, guarantee or other provision is implied or imposed in relation to the legal agreement between you and us (whether based in legislation, the common law or otherwise) and cannot be excluded (a "Non-Excludable Term"), and we are able to limit your remedy for a breach of such a Non-Excludable Term, then our liability for such a breach of the Non-Excludable Term is limited to one or more of the following at our option:

(i) in relation to goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

(ii) in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

(e) SUBJECT TO OUR OBLIGATIONS UNDER THE NON-EXCLUDABLE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN RELATION TO THIS AGREEMENT, OR OTHERWISE AS A RESULT OF YOUR ACCESS TO AND USE OF THE WEBSITE, IS LIMITED TO \$100. OUR LIABILITY TO YOU WILL ALSO BE DIMINISHED TO THE EXTENT THAT YOUR ACTS OR OMISSIONS (OR THOSE OF A THIRD PARTY) CONTRIBUTE TO OR CAUSE THE LOSS OR LIABILITY.

(f) SUBJECT TO OUR OBLIGATIONS UNDER THE NON-EXCLUDABLE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT ARE WE LIABLE UNDER OR IN RELATION TO THIS AGREEMENT OR ITS SUBJECT MATTER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOSS OF GOODWILL, OPPORTUNITIES, ANTICIPATED SAVINGS OR PROFITS.

(g) The limitations and exclusions in paragraphs (e) and (f) apply regardless of whether the liability arises in contract, tort (including negligence), in equity, under statute, under an indemnity, or on any other basis.

(h) You agree to indemnify, defend and hold harmless us and our affiliates, and their respective directors, officers, employees, agents and contractors, from and against any loss, damage, liability, cost or expense (including legal fees on a solicitor-client basis) suffered or incurred in connection with a claim brought against any of them, to the extent that such third party claim arises out of your breach of any obligation or warranty in these terms, your breach of or failure to comply with any laws, or your misuse or infringement of any rights (including intellectual property rights) of a third party.

10 Variation of the Website

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website.

11 Links and Advertisements

We have not reviewed any of the sites linked to the Website and are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website. The inclusion of any link does not imply that we endorse the linked site.

12 Privacy Policy

In using the Website, you may give us personal information in which you have certain rights. By using the Website, you grant us consent to use your personal information in accordance with our

Adventures Group Holdings Privacy Policy, which can be viewed at <http://www.adventuresgroup.com.au/privacy> and which forms a part of these terms and conditions.

13 Force Majeure

Neither party will be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of that party.

14 General

(a) If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

(b) These terms and conditions are governed by the laws of New South Wales, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

(c) These terms and conditions, together with the Advertiser Supplementary Terms and/or the Online Booking Supplementary Terms (as applicable) constitute the entire agreement between us and you in relation to the Website and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website.

(d) Your use of the Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.

(e) The provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.

(f) The word "including" when used in these terms and conditions is not a term of limitation.

15 Travel In Vouchers

Travel In Vouchers are valid for six (6) months from the date of issue. We will not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of the voucher will not be awarded as cash. Once the voucher has expired, it cannot be redeemed. The voucher is only redeemable on the Website and is non-refundable, nontransferable and not redeemable for cash. The voucher amount must be used in full and is not valid in conjunction with any other offer.

16 Special Offers and Deals

We have no involvement or responsibility in promotions which are featured on www.travelin.com.au. These promotions are conducted by the travel service providers themselves and we are not the promoter nor the facilitator of these promotions. Therefore, we will take no part in these promotions other than listing them on the Website. For any further information, please contact the individual promoters.

Travel In Advertiser and Online Booking Supplementary Terms

1 Status of these Terms and Conditions

1.1 Interaction with General Terms of Use These Supplementary Terms apply to travel service providers who wish to advertise their businesses on the travelin.com.au website (the Website) and/or to use the online booking services available on the Website. These terms are supplementary to, and must be read in conjunction with, the general terms and conditions governing use of the Website, which can be found at <http://travelin.com.au/terms-conditions.aspx> or provided to you on request (General Terms).

1.2 Definitions

In these terms:

Advertisement means the advertising material booked by you to run on the Website including, but not, customers or other parties. Where you have also booked advertising to run in one of our printed publications (for example, the Caravan World Year Book), the print advertisement constitutes an Advertisement and these terms will apply.

Authorised Representative means the Chief Executive Office of Adventures Group Holdings or General Manager – Travel In.

Commission means the commission calculated as set out in the Rate Card provided to you, or as otherwise notified to you from time to time.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Net Revenue means the gross revenue received by us for Travel Bookings less merchant fees and Commission.

Our Publications means any hard copy or electronic publication published in Australia or New Zealand which is published by Adventures Group Holdings or any of its Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)), or any entity in which Adventures Group Holdings Limited holds a direct or indirect interest.

Rate Card means the Travel In rate card(s) setting out charges applicable to Advertisements, subscriptions packages and/or commissions payable for use of the Bookings System.

Subscription means a monthly or annual subscription for advertising services provided on the Website.

UNS means the Unique Numbers System which tracks enquiries via phone and email generated by Advertisements.

We, us and our means Adventure Group Holdings Pty Limited (ABN 29 155 672 192) of 73 Atherton Rd, Oakleigh, VIC 3166.

You and your means the person placing the Advertisement, including any advertising agent acting on behalf of an advertiser and/or the person who wishes to use the Bookings System.

Capitalised terms which are not defined have the meaning given to them in the General Terms.

1.3 Entire Agreement

These terms, together with the General Terms, represent the entire agreement between us and you with respect to Advertisements booked to run on the Website and/or use of the Bookings System and replace all earlier terms (Agreement). Any other terms will apply only if accepted in writing by an Authorised Representative. By booking an Advertisement or using the Bookings System, you are deemed to accept the terms of this Agreement.

Where there is any inconsistency between these Supplementary Terms and the General Terms, these Supplementary Terms will prevail to the extent of that inconsistency.

You warrant that the information provided by you to us under this Agreement is correct and the person executing this Agreement is duly authorised to do so.

2 Advertisements

(a) You warrant to us that any Advertisement provided by you:

(i) complies with all applicable laws, statutes, regulations and codes of practice;

(ii) complies with our standards and requirements as notified to you from time to time;

(iii) does not infringe the copyright, trade marks or other legal rights of any person;

(iv) is not false or misleading and is true in substance and in fact, accurate and up-to-date;

(v) without limiting the above, does not breach the Competition and Consumer Act 2010 (Cth); and

(vi) does not contain anything which may give rise to any cause of action by a third party, including without limitation, any material which is defamatory or obscene or which otherwise causes injury or damage to any person.

(b) We may, at our discretion:

(i) refuse to accept any Advertisement and may at any time, in our sole discretion, cancel or reschedule any booking; and

(ii) place the word “Advertisement” above or below any Advertisement which, in our opinion, resembles editorial matter.

(c) We do not guarantee to place any Advertisement (and will not be in breach of our contract with you by failing to place an Advertisement) in any preferred position requested by you, or separated from any other advertisement for competing products or services.

(d) We have no responsibility for supplied artwork or proofs, and we are not responsible for any supplied artwork or proofs not collected by you.

(e) All cancellations must be in writing (for the avoidance of doubt, email shall suffice).

(f) If you do not supply an Advertisement for a booking then we may:

(i) re-use Advertisements supplied for an earlier booking, if available;

(ii) replace your Advertisement with other material; or

(iii) use the space for other material.

(g) Any Advertisement is subject to our standard advertising and those terms are incorporated into this Agreement by reference except to the extent they are inconsistent with this Agreement, in which case, this Agreement prevails.

3 Travel Bookings

(a) Each Travel Booking represents a contract between a customer and you, and we are not a party to that contract.

(b) You are responsible for maintaining and updating all inventory and/or booking allotments listed on the Website. It is your sole responsibility to ensure that these allotments are kept up to date.

(c) You warrant to us that:

(i) all information provided to us under this Agreement (including any information provided for publication on the Website) is true and correct; and

(ii) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) to enable you to lawfully enter into and exercise your rights and perform your obligations under the Agreement have been fulfilled or done.

(d) We may, at our discretion, and without any obligation to provide reasons, refuse to accept any travel experience for listing on the Bookings System (and we will not be in breach of our contract with you by failing to list such travel experience).

4 Charges and Payment

4.1 Advertisements

(a) You agree to pay to us the charges set out on the applicable Rate Card, or otherwise notified to you from time to time, for the listing of the Advertisement on the Website. For the purposes of Subscriptions, email or phone call enquiries (**Enquiries**) are tracked by UNS and you accept the veracity and reliability of that UNS. You acknowledge that the contact phone number published in each Advertisement will be a unique phone number specifically allocated by us, and all calls made to that number will be routed via our systems to your own telephone number and treated as Enquiries for the purpose of determining whether you have reached the limit applicable to your Subscription. You also acknowledge that email enquiries from the Website will be redirected to your own email address via our systems and treated as Enquiries.

(b) Each individual phone call or email is treated as a separate Enquiry.

(c) You may query a Lead reported by us within 21 days. You acknowledge that we will not accept disputed Enquiries outside that period.

(d) Subsequent Advertisements booked by you will include the unique phone number unless you notify us prior to the print deadline that you do not wish that number to be included.

4.2 Online Bookings

(a) We will track Travel Bookings made using the Bookings System and report those bookings to you in a fortnightly statement setting out the value of your travel services sold in the previous month and the Net Revenue due to you (if any).

(b) We will pay the Net Revenue to you within 14 days of providing the statement in clause 4.2(a) and will, for the avoidance of doubt, deduct merchant fees and retain the Commission.

(c) For the avoidance of doubt, the Commission will remain payable on all Travel Bookings processed through the Website regardless of whether payments are made through the Website or directly to you and regardless of whether any full or partial refund is provided to the customer for cancellation or variation to a Travel Booking.

(d) Cancellations and variations of Travel Bookings will only be possible in accordance with your terms and conditions. Where we receive a request from a customer to cancel or vary a Travel Booking, we will refer this query to you in the first instance. If instructed by you in writing, we will arrange to refund part or all of any payment made by the customer directly to us in relation to the Travel Booking. If we have already remitted the charges in relation to the Travel Booking to you, you must reimburse us for that refund.

4.3 Payment Terms

(a) We will invoice you fortnightly for all Commissions due in respect of Travel Bookings made and/or charges payable for Advertisements booked, during the previous month.

(b) Subscriptions will be charged to the credit card nominated at the time of registration at monthly or yearly intervals depending on your Subscription.

(c) All payments, other than credit card payments, are due within 30 days of the date of each invoice.

4.4 Payments to You

You acknowledge and agree that:

(a) you must provide us with your bank details to enable the remittance of Net Revenue; and

(b) all charges are quoted inclusive of GST on the Website and you are responsible for payment of all applicable taxes in connection with the Online Bookings, including remitting GST to the Australian Tax Office.

4.5 Credit check

You irrevocably authorise us to make such enquiries with third parties as we deem necessary for the purposes of assessing your credit worthiness from time to time and agree to us disclosing the contents of any credit report or personal information to a credit reporting agency for the purpose of the credit reporting agency creating or adding to any credit information file in relation to you.

4.6

(a) In this paragraph 4.6, words that are defined in the GST Act have the same meaning as the words in that Act.

(b) Except as otherwise provided by this paragraph, all consideration payable under this Agreement in relation to any supply (including the Commission and charges) is exclusive of GST.

(c) If GST is payable in respect of any supply made by a supplier under this Agreement, subject to paragraph (d), the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be made under this Agreement.

(d) The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under paragraph (c).

6 Warranties and Liability

(a) Subject to clause 8 of the General Terms, all express or implied warranties, representations, conditions, guarantees or other provisions that are not contained in this Agreement (however arising, whether under legislation, common law or otherwise) are excluded to the fullest extent permitted by law.

(b) You acknowledge and agree that the exclusions and limitations on our liability contained in the General Terms apply and we accept no responsibility or liability whatsoever for:

- (i) the availability of the Bookings System or Website;
- (ii) for any Travel Booking, including where a customer fails to make payment to you.

7 Indemnity

You indemnify us, our employees, agents, affiliates and contractors, and their employees and agents against any action, claim, loss or expense arising from:

- (a) the listing of, or failure to list, accommodation on the Website; or
- (b) any Advertisement published on the Website; or
- (c) a breach by you of this Agreement.

8 Force Majeure

Neither party will be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of that party.

9 Term

(a) This Agreement is deemed to have commenced on the date it is 'accepted' by you and continues for the period which has been agreed in writing by us, or twelve (12) months, whichever is shorter (**Initial Term**), unless terminated by either party in accordance with its terms.

(b) The term of the Agreement is automatically extended without further action by either party for an additional period of twelve (12) months (**Further Term**) at the end of the Initial Term and each Further Term (if any), unless:

- (i) terminated by either party in accordance with its terms; or
- (ii) either party notifies the other party in writing at least thirty (30) days before the end of the current Initial Term or Further Term (as the case may be) that the Agreement is terminated with effect from the end of the then current Initial Term or Further Term (as the case may be).

(c) We may terminate the Agreement with immediate effect by notice to you if we reasonably believe that:

- (i) you have breached or may breach any of your obligations under the Agreement;
- (ii) you have become insolvent, have had any winding up petition presented against you, have been placed under official management, administration, liquidation or provisional liquidation, have had a receiver, receiver and manager or other controller appointed over any part of your property or undertaking, have become unable to pay your debts as they fall due, or have ceased to carry on business or threatened to do so.

(d) Notwithstanding termination of this Agreement, you remain liable to pay us the:

(i) Commission in respect of all Travel Bookings made; and/or

(ii) charges in respect of all Advertisements booked,

on or prior to the date of termination in accordance with the terms of this Agreement.

10 Privacy

You must comply with, and do all things requested by us to enable us to comply with, the requirements of all applicable privacy laws.

11 General

(a) If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

(b) These terms and conditions are governed by the laws of New South Wales, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

(c) This Agreement constitutes the entire agreement between us and you in relation to the Website and supersedes all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website.

(d) Your use of the Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.

(e) The provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.

(f) The word "including" when used in these terms and conditions is not a term of limitation.

Updated 30 November 2016