

TERMS AND CONDITIONS

PART 1 – THIRD PARTY SERVICES

“Operator Services” are all travel, accommodation and other associated services provided to you by a third party tour, travel, accommodation or other operator, but booked on your behalf by the Travel Agent.

1. AGENCY

In all matters relating to the Operator Services the Travel Agent acts as the agent of the party (the “Operator”) providing the Operator Services.

Travel Agent is not liable to you for any act, default or neglect of any kind by any Operator.

2. OPERATOR TERMS AND CONDITIONS APPLY

All reservations and arrangements made by the Travel Agent are for Operator Services supplied on the terms and conditions on the brochure, ticket, waybill or other contract note provided to you by the Operator (the “Contract”). Performance of the Contract is a matter between you and the Operator. You may not rely any representations made by the Travel Agent that are inconsistent with the Contract, as the Travel Agent has no authority to make representations and warranties on behalf of any Operator and no representation made by the Travel Agent to you operates to vary the Contract.

3. RESERVATIONS

Unless the Contract provides otherwise, all reservations (even if accompanied by a deposit or payment) are subject to confirmation. Where reservations are confirmed, you will be notified as soon as possible. Where reservations cannot be confirmed, you will be offered the choice of alternative arrangements or the refund of any deposit payment.

4. PAYMENT

You must make full payment for the Operator Services to the Travel Agent for remission to the Operator in Australian currency no later than the date for payment nominated by the Operator in the Contract. Unless the Contract provides otherwise, time is of the essence for all payments. Additional cost to you may result if payments, including for advance purchase fares, are not made by the due date.

Payment by credit or charge card: The prices shown are for payments by cash, cheque or direct deposit. An additional 1% Credit Card Service Fee will be applied to the dollar amount paid by Visa or Mastercard and 1.7% Credit Card Service Fee will be applied to the dollar amount paid by American Express .

5. CHANGES OF PRICES OR OPERATOR SERVICES

All fares, schedules and other components of the Operator Services may be subject to change at any time according to the terms of the Contract.

All quotations are subject to review and correction by the Travel Agent. You should check all details before booking and again prior to departure.

Changes (including in exchange rates, airfares, taxes and other land costs) may affect the cost of the Operator Services.

6. GST

If the supply of Operator Services to you under this Agreement is subject to Goods and Services Tax pursuant to the “A New Tax System (Goods and Services Tax) 1999” (the “GST”), then you must pay:

(a) the amount due for that supply; and

(b) an additional amount calculated by multiplying the amount due in sub-paragraph(a) hereof by the prevailing GST rate at the time.

7. CANCELLATIONS

You should check all Contracts with Operators carefully. Some Operators may impose fees for cancellation/no show of any Operator Services, even if the cancellation results from the incapacity of the passengers or an increase in fares. All cancellation fees are payable by you to the Operator under the terms of its Contract. Refer also to clause 11 for fees payable to the Travel Agent upon cancellation.

8. CLAIMS

If you notify the Travel Agent of a claim against any Operator in respect of any Operator Services (the "Claim"), the Travel Agent will assist you in advising the Operator of the nature of the Claim. The Travel Agent will account to you for any payments or other benefits the Travel Agent receives on your behalf in respect of a Claim.

9. INSURANCE

You should ensure that you obtain adequate travel insurance, particularly if there is no provision for a refund of payments in the event of cancellation or curtailment of Operator Services. The policy should cover personal accident and sickness, accidental loss of baggage and money, loss of deposit/payment of cancellation fees and curtailment of expense.

PART 2 – TRAVEL AGENT SERVICES

"Travel Agent Services" are those services which you request or instruct the Travel Agent to perform which are limited to:

- (i) providing information and advice about the Operator Services to you;
- (ii) making, amending and confirming reservations and bookings of the Operator Services on your behalf;
- (iii) arranging for the processing of visa applications on your behalf; and
- (iv) other services offered from time to time that are ancillary or incidental to, but not part of, the Operator Services

10. RELATIONSHIP OF AGENT AND YOU

The travel Agent will act as your agent only for the purposes of (i) making, amending and confirming reservations and bookings of Operator Services on your behalf at your request; and (ii) arranging for the processing of visa applications on your behalf on your request. You acknowledge that the Travel Agent may receive commissions from Operators in relation to Operator Services provided to you.

11. ADMINISTRATION FEES

In addition to any fees payable to Operators, the Travel Agent reserves the right to charge you service or administration fees for cancellation, amendments to existing bookings, reconfirmations, visa processing and couriers according to Travel Agent's list of fees as amended from time to time.

12. GST

If the supply of Travel Agent Services to you under this Agreement is subject to the GST then you must pay:

- (a) the amount due for that supply; and
- (b) an additional amount calculated by multiplying the amount due in sub-paragraph(a) hereof by the prevailing GST rate at that time.

13. DOCUMENTATION

The Travel Agent will use its best endeavours to ensure that you have the necessary travel documents applicable to their Operator Services. The Travel Agent accepts no responsibility for any failure to do so.

14. RESPONSIBILITY

To the extent permitted by law, the Travel Agent excludes all liability (whether in negligence, for breach of contract or otherwise) for any accident, damage, loss, expense, injury, sickness, death,

cancellation, delay, detention, deviation, substitution or unforeseen event occurring in connection the Operator Services or the Travel Agent Services.

15. LIMITATION OF LIABILITY

The Travel Agent gives no warranty as to the supply of the Operator Services or the Travel Agent Services. Certain legislation may imply warranties or conditions or impose obligations upon the Travel Agent which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions must be read subject to those statutory provisions. If those statutory provisions apply, then to the extent to which the Travel Agent is entitled to do so, its liability will be limited, at its option, to either the supply of the services again, or the payment of the cost of having the services supplied again.

16. "ECONOMY CLASS SYNDROME"

Even though Nationwide Travel is not aware of any conclusive evidence linking long haul flights to deep vein thrombosis (also widely referred to as "DVT" or "economy class syndrome"), for abundant caution Travelworld recommends that its customers from time to time during long haul flights (no matter what their class of travel) take care to: wear comfortable, loose-fitting clothing, drink some water, do some stretching and flexing exercises.

Nationwide Travel customers who have any questions or concerns in relation to the possible dangers of deep vein thrombosis should consult their doctor well before their flight.

17. PASSPORT/VISA

Depending on your nationality, you may require visas to enter certain countries in which you are visiting. It is your responsibility to ensure that you are holding the necessary passport/visa (entry permits) prior to your departure.

Nationwide Travel FEES (inclusive of GST)

These are in addition to fees imposed by airlines, suppliers and wholesalers.

Cancellations (per person)

Domestic Airlines – Flights only \$ 35.00

Domestic Airline Packages – Flights & Accommodation \$ 55.00

Cruise/Mainline Sailings \$165.00

International – Air Only \$165.00

International – Air and Land Content \$165.00

Amendments to existing bookings (per person)

Domestic – ALL Types \$ 30.00

International – ALL Types \$ 40.00

Visa Processing fees (per person)

Maximum \$50 per family per visa

Local Consulates (these fees are additional to Consular charges) \$ 30.00

Canberra or Interstate Consulate (these fees are additional to Consular charges) \$ 45.00

General

Upon receipt of these terms and conditions if you wish to take issue with any of them you should immediately consult your Travel Agent, otherwise you will be deemed to have acknowledged and accepted them.