

BOOKING & ADVISORY SERVICES Terms and Conditions

2021 ANZAC Double Header

SUMMARY

- 1. References to "us", "we" and/or "our" in these Booking & Advisory Services Terms and Conditions means Travel & Sports Australia (TASA) trading as Travel & Sports Australia Pty Ltd.
- 2. We are a travel agent. We arrange travel services and sell a Travel Product on behalf of Third-Party Travel Providers (Providers) including airlines, tour and cruise operators, car hirers and accommodation providers. We charge a service fee for providing this service.
- 3. Once we have booked a Travel Product on your behalf, your contract is then with the Provider of those services.
- 4. Your rights to amend or cancel your Travel Booking and the cost of doing so will be governed by the Provider's terms and conditions. The Provider's terms and conditions may be non-refundable or may have amendment and cancellation fees. It is important that you understand this when entering into a contract with us. These fees are in addition to amendment and cancellation fees charged by us, outlined in the Schedule of Professional Service Fees.

Please note that by completing this registration form you are confirming your booking on 2021 ANZAC Double Header package.

This includes:

- Return economy Virgin flights from Perth to Melbourne
- 3 nights' accommodation at a centrally located hotel in Melbourne
- Entry and reserved seating at Anzac Day Match at the MCG
- Entry and reserved seating at Geelong vs West Coast Eagles game at GMHBA Stadium

Please note: no transfer included.

AGENCY

- 5. We provide you with Booking & Advisory Services that allow you to acquire Travel Products from a Provider. We act as agent for the Provider.
- 6. By acquiring Booking & Advisory Services from us, you agree that you have read and understood our terms and conditions and the terms and conditions of the Providers.

FEES AND COMMISSIONS

- 7. We charge a fee for providing the Booking & Advisory Services to you. The fee is non-refundable, even if the Travel Product is not used.
- 8. All fees are outlined in the Schedule of Professional Service Fees.
- 9. We may receive a commission, fee, rebate, gift, or financial incentives from Providers, in respect of your booking. Any commission, gift, fee, rebate and/or financial incentive received by us from Providers in relation to your booking is non-refundable in the event of cancellation.

LIABILITY OF AGENCY AND LIMITATIONS OF LIABILITY

- 10. We are liable to you for providing Booking & Advisory Services in accordance with these terms and conditions.
- 11. Our travel Booking & 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.
- 12. If we do not meet any of the expectations set out in paragraph 10, you have rights under the Australian Consumer Law.
- 13. Subject to the Australian Consumer Law, we are not liable for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by you or third parties, or failure to complete bookings when that failure is due to circumstances beyond our control.

- 14. Subject to the application of consumer guarantees which may be implied into the supply of Booking & Advisory Services to you, we are not otherwise liable to you or anyone else for any loss or damage which is suffered directly or indirectly in connection with the:
 - a. the delivery or non-delivery of the Travel Product; or
 - b. any act or omission of Providers or other third parties.
- 15. Apart from the rights you have under the Trade Practices Act that cannot be lawfully excluded, we shall not be liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third-party suppliers, force majeure or any other event which is beyond our control.
- 16. Nothing in these terms and conditions is intended to exclude or restrict the application of consumer guarantees under consumer protection law.

LIABILITY OF THE PROVIDER

- 17. Once you have acquired Booking & Advisory Services from us, the Provider will provide you with the Travel Product on the terms and conditions agreed between you and the Provider. You should obtain and read the Provider's terms and conditions before acquiring Booking & Advisory Services from us.
- 18. The Provider is liable to you for a breach of obligations in providing you with the Travel Product.
- 19. As an agent of the Provider, we have no control over or liability for, the services provided by Providers. We cannot guarantee the performance of the Provider and we have no liability in respect of the supply of any Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any provider of travel services or products by Providers. All bookings with us are subject to the terms and conditions and limitations of liability imposed by the Provider.

BOOKING TERMS

- 20. The Travel Products offered are subject to availability and can be withdrawn without notice by the Provider. Travel Products may also change at any time in accordance with the Providers terms and conditions.
- 21. When making a booking, you must provide details of each traveller correctly. We have no responsibility for any loss or damage arising from the incorrect entry of a traveller's details. It is your responsibility to ensure that all details of the booking are correct before proceeding.
- 22. Verbal quotes are only and an estimate of the package price and may differ at the time of booking confirmation.
- 23. Travel Products obtained through the Booking & Advisory Services are not guaranteed until payment has been made in full and documents have been processed.
- 24. It is your responsibility to contact the Provider prior to departure to ensure there is no change to the scheduled departure time.
- 25. Most airlines offer only electronic confirmation of your reservation, or 'e-ticketing'. We cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number after making a booking. It is your responsibility to advise us if you have not received your e-ticket confirmation.
- 26. Most event tickets may not, without written authorisation of the event promoter, be resold, or offered for resale at a premium or used for advertising, promotion, or other commercial purposes. If the ticket is sold in breach of the event promoter's conditions, the ticket will be void and will not entitle the holder to admission to the event.
- 27. Event tickets cannot be refunded or exchanged under any circumstances after purchase.
- 28. When making a booking you must advise your consultant of any medical, dietary or mobility conditions you may have.
- 29. When making a booking you must advise us if you are pregnant.

PAYMENT TERMS

- 30. All pricing is reflected in Australian Dollars unless otherwise specified.
- 31. All pricing is inclusive of goods and services tax (GST), or other such value added taxes where applicable.
- 32. Payments processed in foreign currency (currency other than the original card holder's country of issue), may incur a currency conversion fee. Please refer to your financial institution for applicable fees.
- 33. We sell Travel Products in two different ways:
 - a. as merchant, where we take payment directly from you at the time of booking confirmation; or

- b. as retail, where your Travel Product will either be paid to the Provider directly at the time of booking or payable to the Provider on the date of travel.
- 34. Travel Products purchased in accordance with the 'retail' method, will not be bound by these terms and conditions and you are responsible for pursuing any claims of cancellation, re-scheduling, refunds, or chargebacks directly with the merchant.
- 35. As the merchant we are governed by the terms and conditions of the provider of the merchant facility.
- 36. Prices are valid at time of quoting / booking are subject to change without prior notice until final payment is received.
- 37. If payments are not received by the due date, your booking/s will be cancelled, and your deposit/payments will not be refunded.

REFUNDS AND CREDITS

- 38. If you cancel your Travel Product, your right to a refund or credit is subject to the terms and conditions of the Provider.
- 39. If the Provider is required to provide you with a refund or credit for the Travel Product, we will liaise with the Provider to arrange that refund. Where you are entitled to a refund, we are unable to provide you with this refund until we receive it from the Provider. Please note that most Providers take 60 90 days to process any refund.
- 40. Any refund or credit will be subject to these terms and conditions and will not include the Booking & Service Advisory fee, credit card fees or any commissions received. You may also be charged a cancellation fee by the Provider.
- 41. Where refunds for unused services are allowed, a service fee may be charged by the Provider against the value of the refund.

NO SHOW

42. If you have a booking for a Travel Product (including flights and accommodation) but you do not show up to check-in or otherwise do not avail yourself of such Travel Product, you will not be entitled to any refund from us.

CANCELLATION AND AMENDMENTS

- 43. If you amend or cancel your Travel Product, we reserve the right to charge the cancellation and amendment fees as per the Schedule of Professional Service Fees.
- 44. All cancellations must be made in writing and will not be effective until Travel & Sports Australia (TASA) receive this written notification. You will receive a cancellation invoice /letter from us acknowledging your receipt of cancellation.
- 45. We will not charge a cancellation or amendment fee if you cancel or amend your booking due to a breach by us of our obligations to you or due to our fault.
- 46. In the event of cancellation or postponement of an event (by the event promoter) due to unforeseen circumstances, Travel & Sports Australia will not be responsible for the cancellation of the event, nor can Travel & Sports Australia guarantee a full refund.
- 47. TASA or its third party reserves the right at any time to refuse to carry or accommodate any client which it reasonably considers, in the best interests of all participants in the tour to be unsuitable by reason of physical or mental condition or unruly behaviour.
- 48. TASA reserve the right to cancel tours at any time prior to departure date in which case any deposit of other payments made on account of the tour shall be refunded to the client subject to TASA receiving refunds from third party providers i.e., accommodation, meals, tickets.
- 49. Please review the cancellation policy for your hotel booking for any penalties that may apply.
- 50. In the event of cancellation or postponement (by the event promoter) of the 2021 Toyota AFL Premiership Season ANZAC Match due to unforeseen circumstances, Travel and Sports Australia Pty Ltd will not be responsible for the cancellation of the event, nor can Travel and Sports Australia Pty Ltd guarantee a full refund. Travel Insurance is recommended to cover you for such loss.

COVID 19 CANCELLATION FEES

The Following conditions will apply in the event this trip is cancelled due to Covid 19.

- 51. TASA will retain a service, ticketing and booking fees \$128.50 per person
- 52. The return Perth-Melbourne Flight will be held in credit (approx.\$600)
- 53. The remaining balance of your booking will be 100% refundable.

HOTEL/ACCOMMODATION BOOKINGS

- 54. Some Providers will require an additional charge to be paid locally (e.g. a resort fee) at the time of check in or check out. This amount is in addition to the amount shown during the booking process under the 'total booking cost' amount.
- 55. There may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking (e.g. local taxes, sales tax etc.). Any local taxes will be payable by you directly to the Provider at the time of check in/check out.

FORCE MAJEURE

- 56. We will not be liable for any failure or delay in performing our obligations in booking the Travel Product that is due to events beyond our control.
- 57. If a force majeure event occurs that affects your booking, your entitlement to a refund, a credit or re-scheduled travel booking will depend on the Provider's terms and conditions.
- 58. If your booking is impacted by a force majeure event and you are entitled to a refund or credit from the Provider, we will facilitate this refund or credit.
- 59. The Booking & Service Advisory fee, credit card fees or any commissions received are non-refundable in the circumstance that a force majeure event occurs.

CHANGES IN PRICE AND ITINERARIES

- 60. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.
- 61. If a Provider changes any part of your booking for reasons beyond its control, we will use our reasonable endeavours to notify you. If any such changes result in your Travel Product costing more or otherwise being materially different, then you may cancel the Travel Product. Any refund would be subject to the Travel Provider terms and conditions.
- 62. These terms and conditions are subject to variation at any time. Any variation will be displayed here, and you will be deemed to have accepted a variation if you have made a booking after it has been displayed.

AIRFARES

- 63. Travel and Sports Australia Pty Ltd have access to the following aircraft with Virgin Australia;
 - a. Return Virgin Australia Economy Airfares
 Friday, 23rd April 2021 PER/MEL Departing 0650HRS / Arriving 1225HRS*
 Monday, 26th April 2021 MEL/PER Departing 1745HRS / Arriving 2010HRS*
 *Times are approximate and subject to change.
- 64. All airfares are non-changeable and non-refundable.
- 65. One-way flights are not permitted. All airfares must be sold as a return journey.
- 66. Flight departure times may change slightly subject to Virgin Australia scheduling
- 67. Should a passenger not show up for their flight their ticket will be forfeited.
- 68. Travel & Sports Australia & Virgin Australia staff reserves the right at any time to refuse to carry or accommodate any client which it reasonably considers, in the best interests of all participants in the tour to be unsuitable by reason of physical or mental condition or unruly behaviour.
- 69. All airfares are subject to change and the total ticket price may also fluctuate due to changes in Ticket Taxes.
- 70. After the airfares have been processed for ticketing, name changes are permitted, and amendment fees apply. Following a fare increase should name changes be requested, all reissued tickets will attract the increased fare level and the name change fee per passenger per ticket. Airlines charge a \$99.00 reissue fee per flight.
- 71. Passenger names are due at time of booking.

- 72. Should a passenger not show up for their flight their ticket will be forfeited.
- 73. Frequent Flyer and Velocity numbers will be uploaded into your flight booking once the airfare is ticketed, usually 2 weeks prior to travel.
- 74. Online check in or seat selection is NOT available with all Group airfares.
- 75. Seating requests All seating requests will be advised through to group reservations by your Travel and Sports Australia team, however, cannot be guaranteed.
- 76. The above is only a guide to some of the conditions governing airline tickets. Full airline terms and conditions can be found on the airline website.

Domestic Airfares - Departure Day information

Airline T&C's require all guests to present photographic identification at check-in.

Domestic group flights require all passengers to check-in between 90 - 60 minutes prior to departure. Airlines reserve the right to refuse boarding to passengers who do not check-in within the required check-in period.

Domestic airport terminals experience heavier traffic during the public holiday period, and we encourage all passengers to arrive early allowing enough time to check-in and board the aircraft.

77. Please keep across all current Virgin Australia COVID travel updates via the following link: https://travel.virginaustralia.com/au/coronavirus-update/health-wellbeing#beforeyoufly

RESERVED MATCH TICKETS

- 78. All 2021 Toyota AFL Premiership Season: Reserved Match tickets are sold subject to published MCG Conditions of Entry to the venue and GMHBA Stadium Conditions of Entry to the venue.
- 79. Travel & Sports Australia Pty Ltd is governed by the event ticketing agent regarding event cancellation/postponement and all refunds or credits are at their discretion.
- 80. Travel and Sports Australia Pty Ltd does not control the allocation of seating at the 2021 Toyota AFL Premiership Season and therefore do not accept responsibility regarding the allocation of seats.
- 81. We strongly recommend you photocopy or record details of your 2021 Toyota AFL Premiership Season Match Tickets to cover if you misplace or lose tickets. If you lose or misplace your tickets, contact our office immediately. Tickets cannot be refunded or exchanged under any circumstance after purchase.
- 82. 2021 Toyota AFL Premiership Season Match tickets may not, without prior written authorisation of the AFL, be re-sold or used for advertising, promotion, or other commercial purposes (including competitions or trade promotions). If the ticket is sold in breach of these conditions, the ticket will be void and will not entitle the holder to admission to the event.

BAGGAGE ALLOWANCE

- 83. Baggage allowance varies from airline to airline and in many cases the airfare you have paid may not include the cost to cover checked baggage. Please check with your Travel Advisor and/or the airline providing your flights for the allowances.
- 84. One piece of luggage of maximum 20kg.

DOCUMENTS

- 85. All documents, including airfares tickets and AFL ticket day, will be sent electronically to the email address that is provided when booking. Documents will be sent in a separate email the week prior to the day of the event.
- 86. Travel & Sports Australia Pty Ltd is governed by the event ticketing agent regarding the date/time frame of the distribution of the documents.
- 87. If you are unable to access your documents via the advised email address, please contact our team to organise an alternative option.

CHANGES IN PRICE AND ITINERARIES

88. We reserve the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.

- 89. If a Provider changes any part of your booking for reasons beyond its control, we will use our reasonable endeavours to notify you. If any such changes result in your Travel Product costing more or otherwise being materially different, then you may cancel the Travel Product. Any refund would be subject to the Travel Provider terms and conditions.
- 90. These terms and conditions are subject to variation at any time. Any variation will be displayed here, and you will be deemed to have accepted a variation if you have made a booking after it has been displayed.

YOUR OBLIGATIONS AND WARRANTIES

- 91. You warrant to us that:
 - a. you are at least 18 years old and have the power, capacity, and authority to enter into a binding contract with us and with the Providers of the Travel Products that you acquire;
 - b. you have read and understood these terms and conditions and if booking on behalf of third parties, you have conveyed these terms and conditions to them;
 - c. the information you provide us about yourself is true, accurate, current, and complete (apart from any optional items) as required by any registration process;
 - d. you have considered acquiring comprehensive travel insurance and we are not responsible for any failure by you to acquire adequate insurance cover; and
 - e. you will use the Booking & Advisory Services in accordance with these terms and conditions and you will not use the Booking & Advisory Services in any way to breach any laws or defame anyone.

JURISDICTION AND LAW

92. All matters arising out of or in connection with the Booking & Advisory Services and these terms and conditions are governed by the laws of Western Australia, Australia. By acquiring the Booking & Advisory Services, you consent and submit to the exclusive jurisdiction of the laws of Western Australia, Australia.

DEFINITIONS

"We" and "us" means Travel & Sports Australia / TASA trading as Travel & Sports Australia Pty Ltd.

"You" or "your" means any user of our Website or any person who acquires the Booking & Advisory Services, including any person who acquires a Travel Product (whether or not the Booking & Advisory Services were acquired by another person).

"Booking & Advisory Services" means services provided by us to you in assisting you to acquire a Travel Product from a Provider and includes advisory and consulting services.

"Force Majeure" means, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, adverse weather conditions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion and generalised lack of availability of raw materials or energy.

"Travel Provider" or "Provider" or "Providers" means the company or person who provides you with the Travel Product on terms and conditions agreed with you.

"Travel Product" means the service or product provided by a Provider, for example, an airline or a hotel.

"Website" means our website https://www.travelandsports.com.au/

SCHEDULE OF PROFESSIONAL SERVICE FEES

TASA Service Fees	For all bookings, a payment of a deposit of \$128.50 per person is required at time of booking. This deposit is non-refundable. This fee is in addition to Travel Provider deposits. The balance of your booking is due by the due date outlined on your statement of account.	\$128.50
	The Credit card fee will depend on the product purchased and if TASA or the Travel Provider are the merchant. Should the Provider be the merchant of the transaction, you will be subject to their fees / charges for credit card. Should TASA be the merchant, our credit card fees are listed below. TASA will advise clients of the fees applicable at time of payment to allow clients to decide whether to use a credit card or not.	
	Visa /Mastercard - an additional 1.65% applies	
	American Express - an additional 1.65% applies	
	Visa & Mastercard (fee free)	

- All fees include GST where applicable.
- All TASA service fees, amendment fees and credit card fees are Non-Refundable in the event of Cancellation.
- All fees are in addition to fees charged by the Provider.

TRAVEL ADVICE -COVID -19 (Coronavirus)

With the ever-changing landscape of the Coronavirus pandemic still having a large effect on travel. It is important to remain up to date with the latest information.

COVID -19 information can be found on the <u>Australian Government of Health</u> website while up-to-date travel advice can be found on the <u>Smart Traveller</u> & <u>Health Direct</u> website.

Domestic Travel (Within Australia) -

It is important to keep up to date with the details of your state of departure, transit, and arrival to ensure that you meet all requirements for travel. This information can change daily, so it is extremely important that you keep up to date on changes and amendments to these requirements and restrictions

New South Wales

Victoria

South Australia

Tasmania

Western Australia

Northern Territory

Australian Capital Territory

Queensland

In addition to the destination requirements, you should familiarise yourself with airline requirements and passenger safety. At this current time, you are required to wear a mask on **ALL** domestic flights within Australia. Your face mask needs to cover your mouth and nose and must be worn unless you are under 12 years of age or have a medical condition. When travelling within Australia, you need to wear your mask as soon as you enter the airport and inflight. Make sure you are aware of any government requirements that apply at your destination in relation to face masks, COVID-19 testing and safety requirements.

This information is subject to change at any time and without notice. It is recommended that you continue to keep updated with all relative information for your home state, transit state and arrival state and airline policies from time of booking until you return home.

TASA will continue to do everything in their power to assist clients with their travel requirements in a safe and sensible manner, however it is up to the traveller to also monitor the ever changing and evolving requirements and restrictions for travel. Any cancellation fees or change fees that happen due to COVID will be at the expense of the traveller. You acknowledge that the decision to travel is based on your own personal consideration of this information. By continuing your registration, you acknowledge that it is your responsibility to keep informed with all relevant information in relation to your travel as well as the applicable health risks. You agree and accept responsibility for the

risks associated at this time and to the fullest extent permitted by law TASA accepts no liability in relation to these additional risks.

Phone +61(8) 9381 9555
Email info@tasa.com.au
Address 1/544 Beaufort Street, Mount Lawley WA 6050 Australia
This Policy was last updated 15th March 2021

PRIVACY NOTICE

Travel & Sports Australia (TASA) and its associated entities collects your personal information to enable us to respond to your queries and provide you with the Booking & Advisory Services, including assisting in arrangements with Providers (such as hotels and flights).

We will also use your personal information to personalise the service we provide you, including your experience on our, and other, websites, and to provide you with information about our, and our partners', business, products and services. Your personal information may be shared between entities within Travel & Sports Australia and disclosed to suppliers, Providers, our cloud infrastructure, our contractors and to others where authorised or required by law. Some of these entities may be located overseas, including in the countries noted in our privacy policy.

For further information about how we handle your personal information, including how you can request to access and correct your personal information or complain about a breach of your privacy, please see our privacy policy at www.travelandsports.com.au/wp-content/uploads/2020/10/2020-website-policy.pdf

By signing up for our newsletter, alerts, offers or updates, you confirm you have read and understood our privacy notice for this service, and you consent to Travel & Sports Australia Pty Ltd sending you marketing material, including via electronic messages relating to our and our partners' products and services that may be of interest to you.

I consent to Travel & Sports Australia and its associated entities sending me marketing material, including via electronic messages, relating to their and their partners' products and services that may be of interest to me, and Travel & Sports Australia disclosing my personal information to their suppliers and associated business partners for this purpose.

I acknowledge that I understand and agree with the above terms and conditions.

Client Signature:	••••
Client Name:	••••
Date:	•