



## GENERAL TERMS OF BUSINESS

The Parties agree that these Terms and Conditions govern the Services provided to the Customer ATPI Australia PTY LTD (“ATPI”).

### 1 DEFINITIONS

- 1.1 **Agreement:** means the Fee Schedule, these Terms and Conditions, any Licensed Product Schedule (if applicable) and any Order Confirmation entered into between ATPI and the Customer.
- 1.2 **Confidential Information:** means any information disclosed in accordance with Clause 15 hereof.
- 1.3 **Customer:** means the client entity listed in the Fee Schedule.
- 1.4 **Fee Schedule:** means the Customer specific price list.
- 1.5 **Licensed Product Schedule:** means a separate schedule setting out additional technology products to be made available to the Customer on the terms set out therein.
- 1.6 **Order Confirmation:** has the meaning given to it in Clause 7.1.
- 1.7 **Services:** means travel management services, including but not limited to, arranging any travel, accommodation services or combination thereof for the Customer through the Travel Service Provider as described in an Order Confirmation.
- 1.8 **Travel Agreement:** means an agreement, in the form of an itinerary booking confirmation between the Customer and Travel Service Provider, pursuant to which the Travel Service Provider agrees, subject to the applicable terms and conditions of the Travel Agreement (whether expressly set out therein or incorporated by reference), to provide the Travel Services to the Customer.
- 1.9 **Traveller:** means the Customer and/or any other natural person for whose benefit the Services have been booked or provided.
- 1.10 **Travel Service Provider:** means collectively or any of, as the context so permits, third party providers of Travel Services from time to time.
- 1.11 **Travel Services:** means transportation, accommodation or other travel arrangements including, without limitation, air, rail, bus passenger transportation, hotel accommodation and car hire services.

### 2 APPLICABILITY

- 2.1 ATPI agrees to provide the Customer with the Services in accordance with the terms of the Agreement.
- 2.2 The Agreement applies to the provision of Services offered by ATPI. The supply of Travel Services provided by a Travel Service Provider are subject to the terms of the Travel Agreement entered into between the Travel Service Provider and the Customer which ATPI shall make available to the Customer.
- 2.3 Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify the Agreement or bind ATPI, and are expressly excluded unless ATPI has expressly agreed in writing to their inclusion.
- 2.4 In the event of any conflict or inconsistencies between the Terms and Conditions and Fee Schedule, the Fee Schedule shall take precedence.
- 2.5 These Terms and Conditions shall remain in full force and effect unless and until terminated by the Customer on providing three (3) months’ notice in writing to ATPI.

### 3 SERVICES

- 3.1 ATPI shall provide the Services described in an Order Confirmation or as may be agreed upon mutually in writing between the Parties. The Customer hereby agrees to purchase, and ATPI agrees to sell, the Services.
- 3.2 The Customer acknowledges that ATPI is entitled to engage third parties for performance or part thereof, of the Services under the Agreement.

### 4 NON-SOLICITATION OF ATPI STAFF

- 4.1 Customer agrees not to directly or indirectly solicit any employee of ATPI to leave their employment with ATPI for a period of 6 months from the date upon which the provision of the Services to you was concluded.
- 4.2 If the Customer breaches clause 4.1 and the solicited employee is employed by the Customer or an affiliate of the Customer then you agree to pay ATPI an amount equivalent to 6 months’ salary (calculated at the rate ATPI paid that employee on the date they left ATPI’s employment) in compensation for the costs of recruiting (including payment of any recruitment fee) and training a replacement employee and the disruption caused to ATPI’s business. You agree that such amount is a genuine pre- estimate of the loss that ATPI would suffer in those circumstances.

### 5 RESPONSIBILITY

#### Travel Services

- 5.1 Where ATPI is responsible for payment to the Travel Service Provider of the costs of such Travel Services, such costs will be included within the charges payable by the Customer to ATPI for the Services. Until such time as ATPI issues the Order Confirmation, no contract has been formed between the Customer and Travel Service Provider.



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- 5.2 In providing travel information, making reservations and issuing tickets and other documents to the Customer or the Traveller, ATPI does not guarantee or insure the Travel Services to be provided by any Travel Service Provider.
- 5.3 From time to time, ATPI transmits the necessary proceeds from the sale and booking of Travel Services to the Travel Service Provider supplying those Travel Services. In the event that such a Travel Service Provider defaults prior to providing the Travel Services for which payment has been made, the Customer's and the Traveller's sole and exclusive recourse for refund shall be against the defaulting Travel Service Provider, or from any insurance or the like covering such defaults.

### Services

- 5.4 The Customer and the Travellers are obligated to comply with all the instructions given by ATPI in order to ensure the proper provision of the Services (including, but not limited to, instructions with respect to the check-in times and transfer times) and are liable towards ATPI and/or any Travel Service Providers for any and all damages that may result from or are otherwise related to their acts and/or omissions, and they will be obliged to bear their own damage caused as a result.
- 5.5 Where a Traveller causes trouble or nuisance whereby the proper provision of the Services is significantly impeded or could be significantly impeded as a result, he/she may be excluded from receiving the Services by ATPI and/or the Travel Service Provider if ATPI and/or the Travel Service Provider cannot reasonably be expected to comply with their obligations or to perform the Travel Services. Any and all damages caused as a result will be for the Customer and/or Traveller's account.
- 5.6 The Customer and/or the Travellers are obligated to prevent or limit any damage (or any further damage), including but not limited to notifying ATPI as quickly as possible of any complaints. Complaints with respect to a reservation made by ATPI must be submitted to ATPI within 30 days after the Services have ended or, if the trip (transport or accommodation) or the event did not take place, up to one month after the original departure date or accommodation date or event date.
- 5.7 If the Customer is in default of any provision of the Agreement and is unable to cure such default within a reasonable time after receiving written notice (which contains sufficient particulars of the default), ATPI will be entitled to terminate the Agreement, Services or part thereof, in accordance with the terms of the Agreement. If the Customer fails to cure the default, ATPI will send a written notification confirming the termination of the Agreement, Services or part thereof.
- 5.8 In the event of a situation involving an event of force majeure, ATPI will be entitled to terminate the Agreement, Services or part thereof by means of a written notification to the Customer at any time.

## 6 PRICING AND PAYMENT

- 6.1 All prices listed in the Fee Schedule are in Australian Dollars, unless otherwise stated and are quoted excluding GST.
- 6.2 Payment is required at the time of purchase for online bookings or as otherwise agreed upon by the Parties in writing.
- 6.3 The charges due in respect of the Services invoiced will be issued as a statement every 7 days and will be due in full 7 days from the date of the statement. Payment shall be remitted in the same currency as invoiced by ATPI. Suspension or set off of payment is prohibited.
- 6.4 If other terms of payment are mutually agreed in writing between ATPI and the Customer then that agreement will take precedence over clause 6.3.
- 6.5 ATPI may require a deposit from the Customer to reserve the Travel Services. If full payment for the Travel Services is not received when due under the Travel Service Agreement, the Customer acknowledges and agrees the deposit may be forfeited without liability to ATPI.
- 6.6 Payments processed in a foreign currency (a currency other than the original card holder's country of issue), may incur a currency conversion fee. Customer should check with the financial institution for applicable fees.
- 6.7 A credit card or debit card fee may also be charged by certain Travel Service Suppliers. Customer will be notified of such charges prior to the your purchase.
- 6.8 Any dispute with respect to any amounts charged by ATPI to the Customer must be submitted by the Customer to ATPI in writing within 14 days of the date of the Order Confirmation, including a substantiation of the dispute. The purchase evidenced by the Order Confirmation will be binding if the dispute is not so submitted within that time period.
- 6.9 Time shall be of the essence with regard to payments due to ATPI under this Agreement.
- 6.10 Without prejudice to any other rights to which it may be entitled, if any sum due and payable under this Agreement is not paid by the Customer by the due date, ATPI shall have the right to charge interest on late payments each day at 3% a year above the Bank of Australia's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.
- 6.11 ATPI has certain agreements in place with Travel Service Providers/travel intermediaries, under which ATPI is entitled to compensation and/or other benefits. Such compensations/benefits are for the sole benefit of ATPI.
- 6.12 ATPI is entitled to increase its fees on 1 January in each year during the term.
- 6.13 The increase shall be based on National CPI, Retail Price Index, Health Index, or such other wage price index applicable in Australia from time to time.
- 6.14 If the Customer is entitled to a refund by the Travel Supplier in connection with an Order Confirmation, ATPI may refund any amounts owing to the Customer but only on the date it receives full payment from the Travel Services Supplier and not before



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or otherwise. Please note that some Travel Service Suppliers may take several months to process refunds.

- 6.15 Any refund or credit will be subject to the applicable Travel Service Provider's terms and conditions and will not include:
- 6.15.1 a refund of ATPI's service fee charged to Customer at the time of making the applicable Booking, which is non-refundable;
  - 6.15.2 credit card fees or any commissions received.
- As noted in clause 13.4, Customer may also be charged a cancellation fee by the Travel Supplier.
- 6.16 Where a Travel Service Provider agrees to issue Customer with a refund for unused Travel Services, it may charge the Customer a service fee against the value of the refund.
- 6.17 If the Customer has an Order for Travel Services (including flights and accommodation) but the Traveller does not show up to check-in or otherwise do not avail yourself of such Travel Services, the Customer may not be entitled to a refund.

### 7 CONFIRMATION AND DELIVERY

- 7.1 Once an order for Travel Services is confirmed and payment is completed, the Customer and, as the case may be, the Traveller, will receive a confirmation email providing the Customer and the Traveller with a confirmation number (the "**Order Confirmation**"). The Customer and the Traveller must keep the Order Confirmation.
- 7.2 The Customer will provide ATPI in a timely manner with the information required (including any further information required) regarding itself and any other Traveller.
- 7.3 The Customer and the Traveller shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Travel Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Customer or the Traveller must contact ATPI on the same day on which the booking is made in order to have it corrected.
- 7.4 The Customer hereby agrees that ATPI will be entitled to provide the information regarding the Customer and/or any Traveller, including, without limitation, any personal data, to such Travel Service Providers and ATPI group office(s), as may be required in the performance of the Services. The Customer warrants to ATPI that all Travellers have given the Customer the requisite authorisations to transfer such information to ATPI, the Customer hereby indemnifying ATPI in respect of any claims brought by any Traveller in respect of any such transfer or holding of, or dealings with, any such information. If the Customer does not wish to permit such information to be provided or is in default in this respect, ATPI will not be liable for any delays and/or other damage caused by the inability to inform the Travellers in a timely manner by or on behalf of ATPI.
- 7.5 Electronic tickets will be delivered by means of e-mail. For other travel documents issued by Travel Service Providers, delivery or pick-up arrangements will be made between the Customer and ATPI. If the Customer elects to have any documents delivered by courier, applicable courier charges will be payable by the Customer. The Customer and the Traveller are responsible and liable for compliance with the applicable Travel Service Provider pick-up conditions.

### 8 CUSTOMER RESPONSIBILITIES AND DOCUMENTATION

- 8.1 It is the responsibility of the Customer to ensure that he or she and the other Travellers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before travel, and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination. The Customer acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of Travel Services.
- 8.2 Air travel to other countries is governed by various conventions and agreements between Australia and other governments, which are incorporated into the Travel Agreement.
- 8.3 It is the Customer's responsibility to become familiar with the relevant laws and customs of the countries of destination. The Customer acknowledges that the living standards and practices at the destination and the standards and conditions at the destination with respect to the provision of utilities, services and accommodation may differ from those found in Australia.

### 9 AIRPORT CHECK-IN

- 9.1 It is the Traveller's obligation to check-in at the airport for air travel within the time specified by the applicable Travel Service Provider and, following check-in, to proceed to the correct departure gate by the time specified on the Traveller's boarding pass. ATPI is not responsible if the Traveller misses his or her flight.

### 10 FLIGHT TIMES AND RECONFIRMATION

- 10.1 All flight times, carriers, equipment and itineraries are subject to change with or without prior notice. If ATPI is made aware of a change by a Travel Service Provider, it will use commercially reasonable efforts to advise the Customer and/or the Traveller as soon as possible. ATPI is not responsible for lost wages, missed holiday time or any other additional direct or indirect charges incurred as a result of changes in times or itineraries.



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### 11 BAGGAGE ALLOWANCE

- 11.1 Air carriers publish baggage allowances applicable for carriage over their own services. Allowances include cabin baggage and checked baggage. The Customer and Traveller must consult the terms and conditions of the applicable air carrier for restrictions on the number and weight/size of baggage, including carry-ons, and the applicable baggage allowances, on chartered and scheduled services.
- 11.2 ATPI is not responsible or liable for any misinformation, additional costs or damages incurred by the Customer or the Traveller in relation with the allowed number and weight/size of baggage, baggage allowances and baggage safety requirements of an air carrier. Lost or damaged baggage is the sole and exclusive responsibility of the air carrier, which may have limited liability, and all complaints and claims in relation thereto may only be made to the air carrier. In the event of damaged, lost or delayed baggage, the Customer and/or Traveller should contact the applicable air carrier representative prior to leaving the airport or follow such process as the relevant air carrier requires.

### 12 INSURANCE, PASSPORT, VISA AND PERMIT REQUIREMENTS

- 12.1 ATPI recommends the purchase by the Customer and any Traveller, at their own costs, of general travel insurance to cover trip cancellation or interruption, medical care and injuries, death, and loss of, or damage to, baggage.
- 12.2 When making a booking Customer has sole responsibility to ensure that the Traveller :
- 12.2.1 have a valid passport (e.g. some countries require Traveller to have at least six months validity on your passport on arrival in the destination country); and
  - 12.2.2 obtain any necessary or applicable visa and/or permit for all countries in which Traveller are visiting whilst travelling.

### 13 AMENDMENTS, CANCELLATION AND CHANGES

- 13.1 If either party wishes to change or cancel the scope or performance of the Services detailed in an Order Confirmation, it shall submit details of the requested change to the other party in writing. ATPI shall, within a reasonable time after such request, provide a written estimate to the Customer of:
- 13.1.1 any necessary variations to the fees and other charges for the Travel Services and Services arising from the change;
  - 13.1.2 the likely effect of the change on the Travel Services and Services; and
  - 13.1.3 any other impact the change might have on the performance of the Agreement.
- 13.2 Promptly after receipt of the written estimate, the Customer shall advise ATPI if it wishes to proceed with such change or cancellation.
- 13.3 If the Customer wishes to cancel a Travel Agreement in whole or part, the ATPI fees as set out in the Fee Schedule shall apply to both the original booking fee as well as any corresponding cancellation fee.
- 13.4 In the event that the Travel Service Provider makes changes to, or terminates a Travel Agreement, ATPI shall not be liable to the Customer and the Customer agrees to pay any associated costs of the Travel Service Provider relating to the change/termination.

### 14 PRIVACY AND COMMUNICATION

- 14.1 ATPI agrees that it shall comply with the applicable data protection laws and any revisions thereof (referred to as “**Data Protection Legislation**”) concerning the processing of personal data that the Customer provides to ATPI and will only use and process Personal Data (as defined in the Data Protection Legislation) for the purposes of performing the Services. ATPI agrees that it will not use Personal Data provided by the Customer for any other reason.
- 14.2 ATPI agrees that it will at all times process Personal Data in full compliance with the rights of data subjects under Data Protection Legislation, and will provide suitable mechanisms for data subjects to exercise their rights as determined in such Data Protection Legislation.
- 14.3 ATPI recognises the Customer as the Data Controller of the Personal Data, being the entity that has determined the purpose and means by which Personal Data is to be processed. ATPI is the Data Processor, and is processing Personal Data on behalf of the Customer.
- 14.4 ATPI confirms that it will take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data provided by the Customer and against accidental loss or destruction of or damage to Personal Data and will only process such Personal Data in accordance with this Agreement and in accordance with the Customer's instructions. For the avoidance of doubt, the Parties acknowledge that it may be necessary for ATPI to divulge certain Personal Data of passengers for whom travel arrangements are booked for the purposes of protecting aviation safety under the terms, amongst other legal requirements, of the Advanced Passenger Information System. ATPI may therefore have to transfer Personal Data outside Australia to be able to complete the passenger booking and the requirements of this Agreement.
- 14.5 The Customer warrants and represents that they shall comply in all respects with their obligations as Data Controller pursuant to Data Protection Legislation, including but not limited to having obtained the appropriate consents from the data subjects to provide ATPI with the Personal Data.



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### 15 CONFIDENTIAL INFORMATION

- 15.1 All non-public, confidential or proprietary information of ATPI, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by ATPI to any Customer or any Traveller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed or copied by any Customer or any Traveller without the prior written consent of ATPI. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the Customer or the Traveller at the time of disclosure; or (iii) rightfully obtained by Customer or the Traveller on a non-confidential basis from a third party.
- 15.2 The Customer and the Traveller agree to use the Confidential Information only to make use of the Services.
- 15.3 ATPI shall be entitled to seek injunctive relief for any violation of this Clause.

### 16 LIMITATION OF LIABILITY

- 16.1 IN NO EVENT SHALL ATPI BE LIABLE TO THE CUSTOMER OR A TRAVELLER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 16.2 IN NO EVENT SHALL ATPI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EACH ORDER CONFIRMATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TRANSACTION FEES PAID TO ATPI FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.
- 16.3 The limitation of liability set forth above shall not apply to (i) liability resulting from ATPI gross negligence or wilful misconduct; (ii) death or bodily injury resulting from ATPI negligent acts or omissions; and (iii) any other liability which cannot be excluded at law.
- 16.4 Except as expressly set out in this Agreement, the Services are provided on an 'as is' and 'with all faults basis' and ATPI and its licensors expressly disclaim all other warranties of non-infringement, merchantability, satisfactory quality, accuracy and fitness for purpose. No oral or written advice or information provided by ATPI, its agents, employees of third party providers shall create a warranty and the Customer shall not be entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.
- 16.5 ATPI shall have no liability to the Customer for the acts or omissions of any Travel Service Provider arising out of or in connection with any Travel Services Agreement entered between a Travel Service Provider and a Customer, including but not limited to errors or bias in reservations, fares, or other information provided by any automated reservation system of the Travel Service Provider. In respect of all Travel Services, the terms and conditions contained in the Travel Agreement shall apply.

### 17 COMPLIANCE WITH LAWS

- 17.1 In performing its obligations under the Agreement, ATPI shall establish and maintain appropriate business standards, procedures and controls and shall including those to avoid any real or apparent impropriety or adverse impact on the interests of the Customer.
- 17.2 ATPI undertakes to:
- 17.2.1 Comply with the terms of the Criminal Finances Act 2017; and
  - 17.2.2 conducts its business in a manner that is consistent with all applicable laws and regulations.

### 18 MISCELLANEOUS

- 18.1 ATPI reserves the right to alter or amend these Terms and Conditions at any time by written notice to the Customer.
- 18.2 If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 18.3 A person who is not a party to this Agreement has no right to enforce any of its terms under it.
- 18.4 Provisions of the Agreement which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Confidential Information, Governing Law and Submission to Jurisdiction.
- 18.5 The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of ATPI. Any purported assignment or delegation in violation of this Clause is null and void. No assignment or delegation relieves the Customer of any of its obligations under the Agreement.



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- 18.6 These Terms and Conditions are solely for the benefit of the Customer and ATPI. It is not for the benefit of any other person, except for permitted successors and assigns.
- 18.7 The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the subject matter of the Agreement.

### **19 GOVERNING LAW AND SUBMISSION TO JURISDICTION**

- 19.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of the state of Victoria, Australia.
- 19.2 The parties agree that any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of the state of Victoria, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 19.3 ATPI is an accredited member of the AFTA Travel Accreditation Scheme administered by the Australia Federation of Travel Agents.

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