## **BOOKING TERMS AND CONDITIONS**

Version: v2.1 (Updated 04 June 2025) Supersedes: v2.0 dated 01 January 2025

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

"You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our", "Sister Act Travel" and/or "The Bespoke Travel Agency" means Jet Set Baby Pty Ltd as trustee for the Luxury Family Travel Trust, trading under one or more registered business names.

### **SERVICES WE PROVIDE**

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

#### TRAVEL PROVIDERS ARE RESPONSIBLE FOR TRAVEL ARRANGEMENTS

- 3. We do not principally supply any Travel Arrangements that form part of your booking. We solely act as an agent for Travel Providers to facilitate your purchase of Travel Arrangements from them.
- 4. We may receive financial benefits (including commissions) and non-financial benefits from Travel Providers when we facilitate the sale of their Travel Arrangements to you.
- 5. While we exercise reasonable care in recommending reputable Travel Providers, we have no control over the Travel Provider, and we do not guarantee performance by any Travel Provider. We do not warrant the standard or fitness for a particular purpose of any Travel Arrangements, and to the fullest extent permitted by law, we exclude such warranties.
- 6. The Travel Provider is responsible to you for the delivery of Travel Arrangements subject to the Travel Provider Booking Conditions. These may set out refund and

- cancellation terms and may also limit the Travel Provider's liability to you. It is your responsibility to ensure you are aware of the Travel Provider Booking Conditions. We can provide you with copies upon request, which you should familiarize yourself with prior to making a booking request.
- 7. We are not liable for any acts, omissions, failures or delays on the part of any Travel Provider (or any of their employees, agents, contractors or suppliers). Except where required under Australian Consumer Law, any claims you may have in connection with the performance of Travel Arrangements must be made directly against the Travel Provider.

#### ACCURACY OF INFORMATION

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

#### **PRICING**

- 9. Quotations for Travel Arrangements are valid at the time they are given but are subject to change at any time prior to a booking being confirmed. Please note that Travel Providers will generally not hold Travel Arrangements prior to confirmation.
- 10. Prices and Travel Arrangements may be withdrawn or varied without notice prior to the Travel Provider confirming your booking for the Travel Arrangements.
- 11. Quotations will generally be given in Australian dollars, but from time to time we may quote in foreign currencies. Quotations will include taxes and handling fees as applicable at the time of quotation. These are subject to change and can only be confirmed at the time of final payment. You may be required to pay local airport taxes, city taxes and similar taxes and charges in destination.
- 12. Please note that prices are subject to change following a booking being confirmed in accordance with the Travel Provider Booking Conditions. Such changes could be as a result of negative currency fluctuations, increases in fuel levies or an increase in government taxes or service charges.

13. If the Travel Provider changes the price of any booked Travel Arrangements, then we will notify you of the change and collect any additional payment from you, but we have no further responsibility.

#### **PAYMENTS**

- 14. A deposit is usually required at the time of booking, but on occasion full payment will be required. You will be notified of the payment schedule for Travel Arrangements at the time of booking.
- 15. We are under no obligation to remind you of a payment becoming due. It is your responsibility to ensure that we receive payments in cleared funds by the due date for payment. We accept no responsibility if Travel Arrangements are cancelled by Travel Providers due to you failing to make a payment to us by the due date.
- 16. Payments can be made to us in the following ways:
  - (a) by credit or debit card, subject to the processing fees which reflect costs incurred by us;
  - (b) by direct deposit into our account BSB 084-801, Account # 299 256 392 (allow 1 Business day for funds to clear);
  - (c) by cash
- 17. Please note that due to Commonwealth legislation, we are not able to accept cash payments for the same booking of \$10,000 or more. Payments made in foreign currency may incur a currency conversion fee.

#### ADVISORY & BOOKING SERVICE FEES

- 18. You agree that we are entitled to be paid for Advisory and Booking Services as soon as we have arranged for you to purchase Travel Arrangements from a Travel Provider.
- 19. If we do charge you for Advisory and Booking Services, our fees ("Advisory and Booking Service Fees") will be as specified in the <u>Service Fee Schedule</u>.

#### **AMENDMENTS**

- 20. If you wish to make amendments to booked Travel Arrangements, please contact us and we will endeavour to facilitate them as part of our Cancellation and Amendment Services.
- 21. Amendments are subject to agreement by the Travel Provider in accordance with the Travel Provider Booking Conditions.

- 22. If you request us to make amendments to your booking, you agree to pay us the relevant amendment fees ("Amendment Fees") as specified in the <u>Service Fee Schedule</u>, irrespective of whether the Travel Provider agrees to the amendment. We may request you to pay us Amendment Fees prior to actioning amendments.
- 23. The Travel Provider may also charge an amendment fee. If the cost of amended Travel Arrangements is higher, you will be required to pay the increased amount in addition to the Travel Provider's amendment fee.
- 24. We will not be responsible if you directly contact a Travel Provider to request an amendment. Please be aware that many Travel Providers require all amendment requests to be made via your booking agent.

#### **CANCELLATIONS**

- 25. If you wish to cancel confirmed Travel Arrangements, please notify us in writing so we can notify the Travel Provider.
- 26. Travel Provider cancellation fees are set by their Booking Conditions. Deposits are often non-refundable. Cancellation fees may be up to 100% of the booking value. We strongly advise obtaining comprehensive travel insurance immediately upon confirmation.
- 27. A name or route change may be treated as a cancellation by the Travel Provider.
- 28. You agree to pay us for the Advisory and Booking Services already provided for Travel Arrangements you cancel.

## **UNAVOIDABLE & EXTRAORDINARY CIRCUMSTANCES**

- 29. If Travel Arrangements are cancelled or modified due to Extraordinary and Unavoidable Circumstances, the Travel Provider may act in accordance with their Booking Conditions.
- 30. We will use reasonable efforts to obtain a credit or refund from the Travel Provider, but make no guarantee or warranty we will succeed.
- 31. Any credit or refund may be partial and subject to Travel Provider conditions. We have no control over these terms.
- 32. You agree to pay us fees for Extraordinary Circumstances Services as per our Service Fee Schedule.

33. You agree to pay us for the Advisory and Booking Services already provided even if the Travel Arrangements are cancelled due to Unavoidable and Extraordinary Circumstances.

#### **REFUNDS**

- 34. We will use reasonable efforts to obtain refunds from the Travel Provider, but do not guarantee we will be successful.
- 35. We are not obliged to pay you a refund until we receive payment from the Travel Provider. Refunds may take several months depending on provider processing times.
- 36. You authorise us to deduct any Advisory and Booking Service Fees and Extraordinary Circumstances Service Fees from refunds before remitting to you.
- 37. At our discretion, we may waive these fees if Travel Arrangements are cancelled for reasons unrelated to Unavoidable and Extraordinary Circumstances.

#### **CHARGEBACKS**

- 38. You must notify us in writing before lodging a chargeback with your bank.
- 39. If you lodge a chargeback:
  - (a) If we have already paid the Travel Provider, you agree to reimburse us for losses we incur.
  - (b) You agree to pay us for the Advisory and Booking Services in connection with the affected Travel Arrangements.

[Note: This does not limit your rights under the Australian Consumer Law.]

#### TRAVEL DOCUMENTATION

- 40. Names provided must exactly match your passport. Mismatches may lead to refused boarding and/or cancellation.
- 41. You must check all booking and ticket details. We are only responsible for errors you notify us of within 2 business days of receiving documentation.
- 42. Tickets and vouchers are generally only issued once full payment has been made.

#### TRAVEL ADVICE

- 43. We recommend checking travel alerts at <a href="https://www.smartraveller.gov.au">https://www.smartraveller.gov.au</a> before and during your trip.
- 44. If you choose to travel to a destination under DFAT advisory, you accept full risk and liability.

## **PASSPORTS, VISAS & VACCINATIONS**

- 45. Valid passports (6+ months from return date) are your responsibility.
- 46. You are responsible for meeting vaccination, visa, and entry requirements.

  Consult your GP or travel clinic at least 8 weeks prior to departure.
- 47. We are not responsible for losses due to non-compliance with entry, visa, or vaccination requirements.
- 48. Any advice we provide is general and should be independently verified.

## **HEALTH & TRAVEL RISKS (INCLUDING COVID-19)**

- 49. You acknowledge the health risks of travelling during a global health crisis, including COVID-19.
- 50. You are responsible for complying with all health, testing, quarantine, and vaccination requirements, including costs incurred.
- 51. You must familiarise yourself with Travel Provider policies, including mask or vaccination requirements.

#### TRAVEL INSURANCE

52. We strongly encourage you to take out comprehensive travel insurance at the time of deposit to protect against cancellation, medical, luggage, and other travel risks.

## **SPECIAL REQUESTS & REQUIREMENTS**

53. Special requests (e.g. dietary, disability, medical) must be provided before booking. We will pass them on, but cannot guarantee fulfilment.

#### MONIES NOT HELD ON TRUST

- 54. All payments made to us are not held on trust for you and may be deposited into any business account of our choosing. These payments are treated as:
  - amounts owed to Travel Providers, in accordance with their booking conditions; and
  - payment for any service fees and charges payable by you to us under these Booking Conditions.

If your Travel Arrangements are cancelled and a refund is approved, we can only return funds that have not yet been paid to the Travel Provider and only once the Travel Provider has authorised the refund.

We will deduct any applicable service fees or charges owed to us before processing any refund to you.

#### **OUR LIABILITY**

- 55. Nothing in these Booking Conditions excludes or limits the rights you may have under the Australian Consumer Law (ACL).
- 56. To the extent permitted by law:
  - (a) We are not liable for injury, loss, delay, or expense due to actions of third parties outside our control.
  - (b) Our liability is limited to resupplying the relevant services or paying the cost of resupply.

#### **GENERAL**

- 57. The contract is governed by the laws of Queensland. Disputes will be handled by courts with jurisdiction in Queensland.
- 58. If a clause is found unenforceable, it will be severed without affecting the rest of the agreement.
- 59. Personal information is collected in line with the **Australian Privacy Principles**. Our Privacy Policy is available at <a href="https://www.bespoketravelagency.com.au/privacy-policy">www.bespoketravelagency.com.au/privacy-policy</a>.

#### **Definitions**

## "Advisory and Booking Services"

Means services we provide to help you choose, book, and pay for Travel Arrangements, including giving travel advice and acting as an agent between you and Travel Providers.

## "Advisory and Booking Service Fees"

Means fees payable to us for the Advisory and Booking Services, as set out in our Service Fee Schedule.

#### "Amendment Fees"

Means fees payable to us when you request changes to your confirmed Travel Arrangements, as outlined in our <u>Service Fee Schedule</u>.

#### "Cancellation and Amendment Services"

Means services we provide when you ask us to cancel or amend Travel Arrangements, including contacting Travel Providers and processing any applicable credits or refunds.

## "Extraordinary Circumstances Services"

Means services we provide if your Travel Arrangements are cancelled or disrupted due to Unavoidable and Extraordinary Circumstances, including attempting to obtain credits or refunds on your behalf.

## "Extraordinary Circumstances Service Fees"

Means fees we charge for Extraordinary Circumstances Services, as outlined in our Service Fee Schedule.

## "Unavoidable and Extraordinary Circumstances"

Means unexpected or uncontrollable events that prevent Travel Arrangements from going ahead, including (but not limited to): natural disasters, severe weather, pandemics, government restrictions, war, terrorism, strikes, and major transport delays.

#### "Service Fee Schedule"

Means our published list of fees for Advisory and Booking Services, Amendments, Cancellations, and Extraordinary Circumstances support, provided to you at time of booking or upon request.

## "Travel Arrangements"

Means any travel product booked through us, including flights, accommodation, car hire, cruises, tours, transfers, and travel insurance.

#### "Travel Provider"

Means the airline, hotel, cruise line, tour operator or other third-party who supplies the Travel Arrangements you book through us. Your contract for the supply of travel services is with them.

## "Travel Provider Booking Conditions"

Means the terms and conditions imposed by the Travel Provider, which govern your booking with them (including rules about cancellations, changes, refunds, and liability).

## "Client", "you", "your"

Means any person named on the booking (including those added or substituted later), who is subject to these Booking Terms and Conditions.

## "We", "us", "our", "Sister Act Travel", "The Bespoke Travel Agency"

Refers to Jet Set Baby Pty Ltd as trustee for the Luxury Family Travel Trust.

## **Appendix: Service Fee Schedule**

Effective from 04 June 2025

Service Fee (AUD)

Advisory & Booking Services

Standard travel planning \$165 per hour

Complex itinerary planning \$195 per hour

Group/corporate planning \$185 per hour

Expedited/urgent (<48 hours) \$250 per hour

Amendments & Admin

Booking changes or reissues \$165 per hour (30-min minimum)

Minor updates (seating, meals, etc.) \$145 per hour

**Extraordinary Circumstances Services** 

Disruption response, rebooking \$165 per hour

Refund or credit handling \$165/hour or 5% of value (whichever is lower)

After-Hours & Emergency Support

After-hours/public holiday \$250 per hour

In-travel emergency support \$250 per hour

## **Booking Terms Snapshot - For Website or Client Use**

By making a booking with The Bespoke Travel Agency (previously known as Sister Act Travel), you agree to our terms below:

- We act as an agent for travel suppliers (airlines, hotels, tour operators). Your contract is with them, not us.
- **We charge service fees** for advice, bookings, cancellations, amendments, and handling disruptions.
- Travel Providers may charge fees or cancel at any time. Prices can change until fully paid and confirmed.
- You are responsible for providing correct details, checking documents, and complying with passport, visa, and vaccination rules.
- Travel insurance is strongly recommended and may protect you from cancellation costs or medical expenses.
- Refunds and chargebacks: We will assist but cannot guarantee outcomes. We are not responsible for delays caused by suppliers.
- **COVID** and health risks: You travel at your own risk. Check government advice and entry requirements before departure.

Please refer to our full Terms and Conditions and Service Fee Schedule for details.

### **Client Summary - Booking Terms & Conditions**

Thank you for booking with The Bespoke Travel Agency (previously known as Sister Act Travel). We're here to help you plan and enjoy seamless travel experiences. Here's a friendly summary of the key things you need to know before you travel:

## **★** How We Work

- We act as your **travel advisor and booking agent**. We connect you with reputable airlines, hotels, tour companies and more.
- Your travel services are provided by third parties (**Travel Providers**), and their own booking conditions also apply.

### Payments & Fees

- A **deposit or full payment** is needed to confirm bookings we'll let you know what's required.
- We may charge **service fees** for booking, changes, cancellations or disruption support. These will be outlined clearly in your quote or <u>Service Fee Schedule</u>.

## Changes & Cancellations

- If you need to make changes or cancel, we'll do our best to help.
- Travel Providers may charge fees, and some bookings (like non-refundable flights or hotels) may not be changeable or refundable.
- Our advisory fees may still apply even if your plans change.

## Unexpected Disruptions

- If your plans are affected by events outside your control (like COVID-19, natural disasters or airline strikes), we'll support you where we can.
- We'll try to help you get **credits or refunds**, but it's not guaranteed it depends on the provider's policies.

# Travel Documents

- You're responsible for making sure names on bookings match your passports.
- Check all documents when you receive them let us know ASAP if something's not right.

## Before You Go

- Make sure you meet all **passport**, **visa**, **vaccination** and **health** requirements for your destination.
- Check **SmartTraveller.gov.au** for the latest travel advice.
- If you're travelling to a high-risk destination, you do so at your own risk.

### **✓ COVID-19**

- You're responsible for meeting any COVID-related entry or exit requirements including tests, vaccines or quarantine.
- We recommend checking the latest rules for your airline and destination.

## Travel Insurance

- We strongly recommend you purchase comprehensive travel insurance as soon as you pay your deposit.
- It should cover cancellation, medical costs, lost luggage and more.

## Need the Legal Version?

This is a summary only. For full legal terms and conditions, please ask us or visit our website.

#### Standalone Website Version - Service Fee Schedule

Last updated: 04 June 2025

At The Bespoke Travel Agency / Sister Act Travel, we offer high-touch, bespoke planning services. To provide maximum flexibility and fairness, we charge for planning, booking, and support on a time-spent basis, ensuring you only pay for the work done.

## Advisory & Booking Services

**Service Type** Fee (AUD)

Standard travel planning and booking \$165 per hour

Complex/multileg itinerary planning \$195 per hour

Group or corporate travel planning \$185 per hour

Priority/expedited service (<48 hrs) \$250 per hour

Time is tracked in 15-minute increments. A typical itinerary takes 2–4 hours of planning.

## Amendment Fees

**Service Type** Fee (AUD)

Booking amendments and reissues \$165 per hour (min 30 minutes)

Document corrections, seat/meals etc. \$145 per hour

# Extraordinary Circumstances Support

**Service Type** Fee (AUD)

Disruption handling &

rebooking

\$165 per hour

\$165 per hour or 5% of refund value (whichever is Refund/credit coordination

less)



## Scenario Fee (AUD)

After-hours/weekend/public holiday work **\$250 per hour** 

Emergency assistance while travelling \$250 per hour

## **★** Notes

- Minimum engagement may apply for complex trips or group planning.
- Fees are due upon booking confirmation or presentation of final itinerary.
- All fees include GST.
- Discounts or waivers may apply for returning or high-value clients.