

**LLIBB Leisure Pty Ltd t/a Southern Traveller  
(ACN 617 775 327) (“Southern Traveller”)  
TERMS & CONDITIONS FOR SUPPLY OF SERVICES**

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**1 Parties**

1.1 Southern Traveller will, subject to these terms and conditions, supply the Services (as described in Southern Traveller's Tour Booklet and on Southern Traveller's website as amended from time to time) to the Customer during the term of this agreement, and in accordance with these terms and conditions as amended from time to time by Southern Traveller.

**2 Quotations and reservations**

2.1 Any quotation given by Southern Traveller to the Customer is not an offer or obligation to provide services but an invitation to treat only. Southern Traveller reserves the right to accept or reject any reservation it receives.

2.2 A quotation is open for acceptance within the period stated in the quotation or within 30 days if no period is stated.

2.3 Until Southern Traveller accepts in writing a reservation submitted by the Customer, Southern Traveller is not obliged to supply the Services so reserved to the Customer. Southern Traveller reserves the right to refuse any reservation based on a quotation within 7 days after receiving the reservation.

2.4 If the Customer defaults under these terms and conditions, Southern Traveller may, without prejudice to Southern Traveller's rights under Clause 11, cancel, suspend or vary the terms and conditions of any incomplete reservation that has been accepted by Southern Traveller without notice to the Customer and without being liable to the Customer.

**3 Term of agreement**

3.1 This agreement commences on the date that the Customer agrees to be bound, and subject to earlier termination in accordance with Clause 6, 10 or 11, remains in force until the Service has been provided by Southern Traveller to the Customer and the Customer has paid the charges (**Charges**) for the Service and any other amount owing to Southern Traveller in full.

**4 Charges**

4.1 The Charges are as set out in Southern Traveller's Tour Booklet and on Southern Traveller's website as amended from time to time by Southern Traveller.

4.2 A fee of 1.5% applies to all credit card payments.

4.3 All charges include the Goods and Services Tax (GST).

**5 Payment**

5.1 The Charges are payable by the Customer immediately upon reserving a Service.

5.2 Time is of the essence for all the Customer's obligations.

5.3 Southern Traveller reserves the right to charge interest to the Customer on overdue accounts at an interest rate of 10% per annum.

5.4 The Customer agrees to pay Southern Traveller any expenses (including legal costs) incurred in collecting outstanding debts due by the Customer to Southern Traveller.

**6 Cancellations**

6.1 Southern Traveller has a Cancellation Policy which provides terms on which a Customer may terminate this agreement prior to the delivery of the Services by Southern Traveller.

6.2 The Cancellation Policy will be included in Southern Traveller's Tour Booklet and on Southern Traveller's website and may be amended from time to time by Southern Traveller.

**7 Services**

7.1 Children under the age of 18 years must be accompanied by an adult.

7.2 Southern Traveller is unable to guarantee that the Services can be provided to Customers with disabilities.

7.3 All Customers must inform Southern Traveller of any condition, medical or otherwise that may affect Southern Traveller's ability to provide the Services, at the time of making a reservation.

7.4 Southern Traveller reserves the right, in its absolute discretion, at any time before or during the provision of the Services, to terminate the Services for any Customer who fails to comply with the reasonable directions of Southern Traveller's personnel or otherwise acts in an inappropriate or undesirable manner.

7.5 The Customer agrees that Southern Traveller is released from all liability in relation to a decision made under Clause 7.4.

7.6 Southern Traveller reserves the right to alter or amend the Services due to road, weather and other operational needs prevailing at the time. Any expenses incurred by the Customer as a result of any delay or alteration of the Services are the responsibility of the Customer.

7.7 Southern Traveller is unable to give any guarantees in relation to weather, road conditions or the general satisfaction of the Customer with the Services.

**8 Limitation of liability**

8.1 To the maximum extent permitted by law, neither Southern Traveller, nor its employees and agents, nor anyone else involved in supplying the Services is liable for any direct, indirect, incidental, special or consequential loss or damage arising out of the supply or use of the Services, failure to supply, inability to use the Services, or out of any breach of contract or warranty including breach of an essential term.

8.2 Without limiting Clauses 8.1, Southern Traveller is not responsible for any third parties which supply goods or services to the Customer, such as hotels and restaurants. Southern Traveller is not responsible for any direct, indirect, incidental, special or consequential loss or damage due to the default of any third parties or any other cause beyond Southern Traveller's control. All such loss or damage must be borne by the Customer.

8.3 Nothing in these terms and conditions is intended or will be construed as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of all or any of the provisions of Division 1 of Part 3-2 of the Australian Consumer Law (**Consumer Guarantees**).

8.4 Despite anything else in these terms and conditions, Southern Traveller's maximum aggregate liability to the Customer:

- (a) for failure to comply with a Consumer Guarantee (where applicable) under the Australian Consumer Law in respect of the supply of the Services; and

- (b) for loss or damage suffered by the Customer as a result of any negligence (including as expressly provided for or referred to in these terms and conditions) or any breach of these terms and conditions,

is limited, at Southern Traveller's sole discretion, to one or other of the following:

- (a) supplying the Services again; or
- (b) paying the cost of having the Services supplied again;

and does not extend to consequential loss or damage.

## **9 Warranties**

9.1 Southern Traveller warrants that it will provide the Services with due care and skill.

9.2 For the purpose of making any claim for breach of warranty under this clause, the Customer must immediately upon becoming aware of circumstances giving rise to a claim under this clause, notify Southern Traveller in writing setting out full particulars of the claim;

## **10 Force Majeure**

10.1 Neither party is liable for any delay or failure to perform its obligations other than the Customer's obligation to pay the Charges pursuant to the terms of this agreement, if such delay or failure is due to Force Majeure.

10.2 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 30 days, either party may immediately terminate this agreement by written notice to the other.

10.3 If this agreement is terminated pursuant to Clause 10.2, Southern Traveller will use all reasonable endeavours to refund any Charges previously paid by the Customer pursuant to this agreement for a Service or Services which were not supplied by Southern Traveller to the Customer.

10.4 Southern Traveller's obligation in clause 10.3 is subject to Southern Traveller obtaining a refund of the Charges which have been paid to a third party. Southern Traveller does not guarantee that the Charges will be refunded to the Customer in full.

10.5 For the purpose of this clause "Force Majeure" means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this agreement. Such circumstances include, without limitation, acts of God, acts of government, war or other hostility, terrorism, national or international disaster, fire, explosion, power failure, equipment failure, strike or lockout, inability to obtain necessary supplies and any other Force Majeure occurrences.

## **11 Termination**

11.1 This agreement may be terminated by Southern Traveller without prior notice if:

- (a) The Customer commits a material breach of its obligations under this agreement and fails or is unable to remedy such breach within 14 days after receiving written notice from Southern Traveller requiring the breach to be remedied; or
- (b) a receiver, receiver and manager, manager, official manager, administrator, provisional liquidator, liquidator or trustee in bankruptcy is appointed to all or any substantial part of the assets and undertakings of the Customer.

11.2 Southern Traveller will cease to provide the Services to the Customer upon termination of the agreement by either party.

11.3 Termination of the agreement in accordance with this clause will be without prejudice to any accrued rights of Southern Traveller under this agreement.

## **12 Waiver**

12.1 No waiver by Southern Traveller of any breach of these terms and conditions operates as a waiver of any other breach, and the doing and/or omission of any act, matter or thing whatsoever by Southern Traveller, its employees or agents (which but for this clause ought or might amount to a waiver of Southern Traveller's rights in respect of any such breach or default) does not operate as a waiver in any way of Southern Traveller's rights and powers in respect of such breach or default.

## **13 Notices**

13.1 Any notice required under this agreement must be in writing and given by post, email or hand to Southern Traveller or the Customer at the address notified in writing by one party to the other.

## **14 Governing law**

14.1 This contract is governed by the laws of the State of Victoria notwithstanding the place in which the Service is supplied. The Customer and Southern Traveller irrevocably submit to the exclusive jurisdiction of the Courts in Victoria.

## **15 Severability**

15.1 If any provision of these terms and conditions is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this document.

## **16 Whole agreement**

16.1 These terms and conditions and any warranties implied by law which are not capable of being excluded or modified embody the whole agreement between the parties and, subject to the express terms contained in any written reservation and written acceptance thereof (which will only apply to that particular reservation), all previous negotiations, representations, warranties, arrangements and statements (if any), whether expressed or implied, including any collateral agreement or warranty, regarding the subject matter or the intentions of either of the parties are merged in these terms and conditions and otherwise are hereby excluded and cancelled. The Customer acknowledges that it has not been induced to enter into this agreement by any representation, advice or information given or made by or on behalf of Southern Traveller.

## **17 Privacy Act authority**

17.1 For the purposes of making bookings with third parties on behalf of the Customer, the Customer authorises Southern Traveller, its employees and agents to make such enquiries as they deem necessary including, without limitation, making enquiries of and obtaining personal information, such as passports and credit card details, from the Customer. The Customer consents to providing to Southern Traveller such information as is requested by Southern Traveller and permitted to be given by law. The Customer also consents to Southern Traveller disclosing personal information for the purpose of making any bookings on behalf of the Customer which are required for Southern Traveller to provide the Service.