



## TERMS AND CONDITIONS OF SERVICE

Thank you for using Journey Earth.

The Terms and Conditions of Service set out below ("**Terms**") govern your access and use of Journey Earth services (including accommodation, access to the facilities, tours or any other service provided by Journey Earth) (collectively the "**Services**") and form a binding agreement between The Trustee for RP & PJ Webster Family Trust trading as Journey Earth ABN 26 137 252 195 (collectively or individually "**Journey Earth**", "**we**", "**us**", "**our**" and similar grammatical forms) and the Client ("**you**", "**your**" and similar grammatical forms). Clients who use, access, and/or subscribe to Journey Earth's Services must do so under the following Terms (the "**Agreement**"). This Agreement constitutes a legally binding agreement between Journey Earth and you. Please read it carefully and contact Journey Earth if you have questions or concerns.

The Services, including all intellectual property and confidential information, is owned and operated by Journey Earth. Journey Earth's privacy policy is located at [www.journeyearth.com.au](http://www.journeyearth.com.au) ("**Privacy Policy**").

By using or accessing the Services or making a Booking, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you do not agree to this Agreement, please cease using the Services immediately. It is recommended that you save a copy of this Agreement for your records.

Journey Earth may, from time to time, amend this Agreement. Any such amendments will be posted on the Website and will take effect at least fourteen (14) days after such posting. If you do not accept such amendments to the Agreement, you cannot continue accessing or using the Services. By continuing to access or use the Services, you agree that the current version of this Agreement (including any amendments effective at that time) or Privacy Policy applies to your access and use of the Services.



## 1. Definitions and Interpretation

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- 1.1 Any terms used in these Terms have the same meaning as in the Tax Invoice.
- 1.2 In these terms:
- (a) **Booking** means the reservation for accommodation, flights, tours, cruises, excursions, transfers, packages, trips, experiences, events or activities booked with Journey Earth.
  - (b) **CCA** means the Competition and Consumer Act 2010 (Cth) and all related regulations, as amended from time to time;
  - (c) **Claims** means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);
  - (d) **Client Content:** means any reviews, comments, photos, or other material submitted by Clients to Journey Earth including but not limited to text and images.
  - (e) **Deposit:** means the initial partial payment made by the Client to Journey Earth at the time of making a Booking, as a commitment to secure the Services.
  - (f) **Force Majeure Event** means any cause or circumstance beyond Journey Earth's reasonable control, including but not limited to, equipment breakdowns, any strikes, lock-outs, labour disputes, premises shutdowns, a storm, tempest, fires, floods, earthquakes or other natural calamity, acts of God or public enemy, malicious or accidental damage, delays in transport, restrictions or prohibitions by a government or any semi-government authorities or embargoes, excluding any Government Authority's direction in regard to any communicable disease including COVID-19 that materially affects a party;
  - (g) **GST** means the tax payable on a Taxable Supply within the meaning of the GST Act;
  - (h) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such tax or legislation that is enacted to validate such a tax;
  - (i) **Guest** means the person, firm, organisation or corporation as set out in the Booking;
  - (j) **Management** includes the owners, managers, officers and employees of Journey Earth;
  - (k) **Parties** means the Guest and the Journey Earth, and **Party** means either one of them;
  - (l) **Taxable Supply** has the meaning given to the term in the GST Act;
  - (m) **Terms** means these terms and conditions;



- (n) **Travel Documents** means the documentation (electronic or otherwise) issued to You in relation to the Booking and may include airline tickets, hotel vouchers, tour vouchers and any other document used to confirm an arrangement with a third party service provider.

## 2. **Acceptance & Agreement**

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- 2.1 The Services are provided to you in accordance with this Agreement and subject to these Terms.
- 2.2 Upon acceptance of these Terms, you may only use the Services in accordance with these Terms.
- 2.3 You are taken to have accepted, and are immediately bound by, these Terms, upon you:
- (a) continuing to access and use the Services after viewing or receiving a copy of these Terms; or
  - (b) by any other means or method which informs Journey Earth of your acceptance.

## 3. **Using the Services**

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- 3.1 You must be at least eighteen (18) years of age to access and use the Services.
- 3.2 You agree not to misrepresent your identity or your account information. Further, you warrant that all data you provide to Journey Earth is correct, accurate, current and complete.
- 3.3 Journey Earth will provide it's Services in accordance with the draft itinerary in exchange for payment to Journey Earth.
- 3.4 To the full extent permitted under any applicable law, Journey Earth declines any responsibility for any acts or omissions made by a minor with or without a parent or guardian's permission. If you are under eighteen (18) years of age, you may only access the Services with the involvement and consent of a parent or guardian, with prior approval by Journey Earth.
- 3.5 You must only use the Services in accordance with these Terms and any applicable laws.
- 3.6 By entering this Agreement, you acknowledge and agree to the following:
- (a) You engage with the Services at your own risk and responsibility.
  - (b) You agree to indemnify Journey Earth for any and all loss or damage you suffer as a result of or associated in any way with your use of the Services.
- 3.7 Journey Earth reserves the right to make changes to these Terms at any time.
- 3.8 You acknowledge that Journey Earth acts as an agent for and to sell travel related products on behalf of third party suppliers. Journey Earth will make travel bookings on your behalf and will arrange relevant contracts between you and travel service providers.



- 3.9 Journey Earth will exercise care in the selection of any third party suppliers, however You acknowledge that Journey Earth is not a provider of the travel services and has no control over the services provided by third party suppliers.
- 3.10 It is recommended that You take out the appropriate travel insurance.

#### Passport & Visa

- 3.11 You acknowledge and agree:
- (a) It is Your responsibility to have a valid passport for international travel with at least six (6) months validity from Your date of return;
  - (b) It is Your responsibility to have any required visas and/or entry permits which meet the requirements of immigration and other government authorities; and
  - (c) Australia and New Zealand require all non-Australian citizens to have a valid Electronic Travel Authority (ETA).
- 3.12 Any fines, penalties or payments incurred as a result of not complying with the requirements of clause 3.11 , are Your responsibility.

#### Special Requirements

- 3.13 Journey Earth will facilitate any special requirements in relation to Your travel (e.g. seating requests, room types, disabled access) if requests are notified to a Journey Earth consultant within a reasonable time when making a Booking.
- 3.14 When making a Booking, you must notify the Journey Earth consultant of any known travel numbers, frequent flyer membership details or any other loyalty program details to be included in the Booking.

#### Travel Documents

- 3.15 You understand that any Travel Documents will be issued to you at least two (2) weeks prior to departure depending on Booking arrangements. You agree to review the Travel Documents to ensure all information is correct.
- (a) You acknowledge that the Travel Documents may be subject to certain conditions and/or restrictions. This may include the Travel Documents being non-refundable, non-date-changeable



and subject to cancellation and/or amendment. You understand that Travel Documents cannot be transferred to another person for use.

- 3.16 You understand that all airline tickets must be issued in the name of the passport and/or identity holder. If You provide Journey Earth with the incorrect information for a name on the Booking, the Booking may have to be cancelled.
- 3.17 Journey Earth recommend that You contact the airline to confirm your scheduled departure time 24 hours prior to your flight.
- 3.18 All Bookings made by Journey Earth on Your behalf are made subject to these Terms.

### Marketing

- 3.19 You agree that Journey Earth may use your Client Content without further notice to you and without obtaining consent or transferring payment. You represent and warrant that your Client Content does not violate any third-party rights or any applicable laws or regulations. You agree to indemnify and hold harmless Journey Earth from any claims arising out of or relating to your Client Content.

## **4. Bookings and Payment**

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- 4.1 Unless otherwise agreed or stated, all amounts payable whether expressed on the Website or elsewhere are in Australian dollars and inclusive of Goods and Services Tax (**GST**) and include all applicable taxes or fees unless stated otherwise.

### Tax Invoice

You will receive a tax invoice when You make a Booking with Journey Earth. The tax invoice will state the following:

- (a) Total amount payable, split as deposit amount and full payment due;
- (b) Due date of each payment;
- (c) Any previous payments already received; and
- (d) Any applicable surcharges.



Price changes:

- 4.2 You acknowledge and agree that price changes may occur by reasons beyond the control of Journey Earth, which may lead to an increase in the cost of the Services. Such factors include but are not limited to adverse currency fluctuations, fuel surcharges, taxes, and airfare increases. Journey Earth will notify you in the event of such price adjustments.

Deposit Requirement:

- 4.3 Upon Booking, you acknowledge and agree that you will be required to pay a Deposit to Journey Earth.
- 4.4 The Deposit amount will be communicated to you at the time of Booking.
- 4.5 You acknowledge and agree that airfares and certain other services require full payment at the time of Booking.
- 4.6 All Deposits paid to Journey Earth are non-refundable.

Full payment:

- 4.7 Full and final payment for the Services must be received by Journey Earth no later than sixty (60) days prior to the scheduled departure date, unless alternative arrangements have been agreed upon by Management in writing. Failure to make payment by the specified deadline may result in forfeiture of any Deposit paid.
- 4.8 The Booking fee can be made via Visa, MasterCard, AMEX, international wire transfer and direct deposit. Mastercard, Visa, AMEX and international wire transfer transactions attract a surcharge as detailed in clause 4.9.
- 4.9 Surcharge:
- (a) You acknowledge and agree that when making payments to Journey Earth by credit card, a surcharge will apply as follows:
- (i) 1.16% for Visa and Mastercard, and 1.80% for American Express transactions.



- (b) For payments made via international wire transfer, processing may take up to five (5) business days. If you choose to pay by this method, it is your responsibility to ensure that the payment is initiated at least 5 business days prior to the specified due date as indicated on the invoice.

4.10 Journey Earth's Direct Deposit details are as follows:

Journey Earth

BSB: 084-961

A/C: 327720907

SWIFT Code: NATAAU3303M

- 4.11 You acknowledge and agree that airline taxes are included in the airfare and are subject to change until confirmed at the time the airline ticket is issued. You further acknowledge that there may be a local tax charged at some airports.

## 5. **Cancellation**

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### Cancellation - Deposit:

- 5.1 In the event of cancellation prior to the full balance of the Booking being paid, the Deposit may, at the sole discretion of Journey Earth, and subject to the terms and conditions of third-party suppliers, be applied towards the Booking of a future tour of equal or greater value than the cancelled Booking.
- 5.2 The Deposit must be used for a Booking that is within 365 days from the departure date of the cancelled Booking. The Deposit applied towards any future Booking shall be subject to the following deductions:
  - (a) An administration fee of AUD \$200 per person;
  - (b) Any credit card fees or bank charges incurred by Journey Earth for the cancelled booking; and
  - (c) Any non-refundable deposits paid by Journey Earth to any third-party suppliers.

### Cancellation - Full payment:

- 5.3 In the event of cancellation when a Booking has been paid in full, the following change and cancellation fees apply:



- (a) Changes to any fully paid Bookings will incur a fee of AUD \$50 per person, per itinerary element in addition to any third party fees;
- (b) Cancellation of any fully paid Bookings will incur a fee of AUD \$100 per person per itinerary element in addition to any third party fees.

Cancellation or Change - Supplier Fees and Indemnity:

- 5.4 You acknowledge and agree that airline or third-party supplier fees may apply in the event of any changes or cancellations to Bookings that have been confirmed with a Deposit. Such fees can amount to up to 100% of the total cost of the Booking, irrespective of whether travel has commenced. Such fees may also be incurred in the event of changes to bookings, including but not limited to name changes, and when travel documents require re-issuance.
- 5.5 Should Journey Earth incur any liability for a supplier cancellation fee due to changes or cancellations made by you, you agree to indemnify Journey Earth for the full amount of that fee.
- 5.6 In cases where a refund is sought for a cancelled Booking for which full payment has been made to the supplier, Journey Earth will only provide a refund to you once the funds have been received from the supplier.
- 5.7 If a third-party supplier is required to provide you a refund for Booking, Journey Earth will facilitate the refund process, subject to the terms and conditions of the third-party supplier. Journey Earth will not provide a refund for any service fees charged in the event that the Booking does not proceed.
- 5.8 Any refunds for cancelled Bookings will only be processed once the third-party supplier has issued the refund to Journey Earth. Journey Earth shall not be held liable for any delays in the issuance of refunds by third-party suppliers. You acknowledge that airlines may take up to 90 days to process refunds.

**6. Warranties, liability and Indemnities**

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- 6.1 Journey Earth excludes, to the full extent permitted by law and subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, all representations, warranties, guarantees, terms and conditions, whether express or implied (and including, without limitation, those implied by statute, custom, law, equity



or otherwise), except as expressly set out in these Terms. Additionally, Journey Earth does not warrant, guarantee or make any representation that:

- (a) the Services (or the server that makes the Website component of the Services available) will be secure and free of software viruses, malware or other harmful componentry;
  - (b) the Services will operate continuously, uninterrupted or are error-free;
  - (c) the information, data and features of the Services will be accurate, correct, complete and represent current information and data; and
  - (d) any errors and defects in the Services will be promptly corrected or rectified.
- 6.2 To the full extent permitted by law, and subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, and except where the relevant liability arises from our unlawful actions, Journey Earth excludes all liability to you whatsoever for any damages or Loss (including without limitation direct, incidental, indirect, consequential, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue, profit, or Loss or corruption of data or other intangibles) and any costs of any kind that you suffer arising out of your access to, or use of, or inability to use or access Services or Journey Earth Content or otherwise in connection with or as a result of:
- (a) errors or omissions contained in the Services and in the Journey Earth content, whether or not Journey Earth is aware of such errors or omissions;
  - (b) delays, disruptions, interruptions or other difficulties accessing or using or accessing the Services;
  - (c) performance or failures of the Services;
  - (d) your use of, or reliance on, the Services (or any of the Journey Earth content) however caused (including, without limitation, damage or Loss arising in contract, tort (including, without limitation, negligence), statute or otherwise)); or
  - (e) the accuracy, timeliness, credibility, quality, utility or completeness of the information or data contained on the Services or in the Journey Earth content, irrespective of whether such damages were foreseeable or arose in contract, tort, equity, restitution, by statute, at common law or otherwise.
- 6.3 This does not affect Journey Earth's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.



- 6.4 Journey Earth's liability for any Claim relating to these Terms or the Service will be reduced to the extent to which Journey Earth contributed to the damage arising from the claim, and capped at an amount not exceeding the Booking amount paid by You to Journey Earth.
- 6.5 To the full extent permitted by law, and subject to the Australian Consumer Laws which apply, and except where the relevant liability arises from our unlawful actions, neither Journey Earth nor its officers, employees, contractors or agents, affiliates, related body corporates or subsidiaries, nor any other party involved in creating, producing or delivering Services, accepts any liability for the accuracy, timeliness or completeness of the information contained on the Services or any responsibility for any errors or omissions in the content on the Services or as otherwise published or displayed by Journey Earth by other means.
- 6.6 If any goods or services supplied under this agreement are supplied to a Guest as a "consumer" of goods or services within the meaning of that term in the Australian Consumer Law (as amended) or relevant state legislation, the Guest will have the benefit of certain non-excludable rights and remedies in respect of the goods or services. Nothing in these Terms excludes or restricts or modifies any condition, warranty, right or remedy which pursuant to the Australian Consumer Law or similar legislation is so conferred. To the extent that the Australian Consumer Law and similar provisions of relevant state legislation applies, then this agreement must be read subject to those statutory provisions and, to the extent entitled to do so, Journey Earth limits its liability to such provisions for any goods to the replacement, repair or refund of the cost of goods, or for services, to the re-supply or the payment of the cost of having the services supplied again.
- 6.7 You agree to indemnify, defend and hold harmless Journey Earth, its directors, officers, employees, Experts, agents, subcontractors and affiliates, from and against any and all Third-Party claims, liability, actions, proceedings, damages, Loss, expenses and costs (including, without limitation, legal fees on an indemnity basis) and penalties incurred or suffered by any of them arising out of or in connection with your access and use (or misuse) of the Services or the Journey Earth content, your reliance on any of the Journey Earth content, from your material breach this Agreement (including, without limitation, breaches of warranty, obligation and representation), and any act of fraud or willful misconduct by you or on your behalf.



## **7. Intellectual Property**

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- 7.1 The intellectual property rights in all software and content (including all photographic images, specifications and design of the goods) made available to you on or through the Website remain the property of Journey Earth or its licensors and are protected by copyright laws and treaties around the world. We reserve all of our rights and the rights of our licensors.
- 7.2 Despite the above restrictions on the use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trademark notices contained on the material.
- 7.3 You are not allowed to use the Journey Earth logo or any brand of trade mark (or any marks which are similar in nature) without prior written consent.
- 7.4 You may not modify or copy:
- (a) the layout of the Website; or
  - (b) any computer software and code contained in the Website.
- 7.5 We reserve all intellectual property rights, including, but not limited to, copyright in all material that is published on the website or elsewhere or services provided by us. The material provided on the Website is supplied for personal use only and may not be:
- (a) re-sold or re-distributed in any material form;
  - (b) stored in any storage media; or
  - (c) re-transmitted in any media; or
  - (d) used in any commercial sense
- without our prior written consent.
- 7.6 You may link to our Website home page, provided you do so in a way that is non-commercial, fair and legal and does not damage our reputation or take advantage of it. Still, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor can you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 7.7 Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way



associated, linked or affiliated with Journey Earth and you should not rely on the existence of such a connection or affiliation. Where a trade mark or brand name is referred to it is used solely to describe or identify the goods and services and is in no way an assertion that such goods or services are endorsed by or connected to us. All other trade marks or service marks on this Website are the property of their respective owners. You must obtain our written permission before reusing any copyrighted material that is published on this Website. Any unauthorised use of the materials appearing on this Website may violate copyright, trade mark and other property rights or legal protections and could result in criminal or civil penalties.

## **8. General**

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- 8.1 Nothing in these Terms is intended to exclude, restrict or modify rights which the You may have under the CCA or any other legislation which may not be excluded, restricted or modified by agreement.
- 8.2 A party waives a right under these Terms only if it does so in writing. Journey Earth does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term.
- 8.3 If a provision in these Terms is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 8.4 Journey Earth may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Guest.
- 8.5 The Agreement is governed by the laws of the Queensland and each party submits to the exclusive jurisdiction of Queensland Courts for all purposes.

## **9. Privacy**

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- 9.1 Our Privacy Policy sets out how we will use your information. You can find our Privacy Policy on our Website or request a copy at the email address provided below. Any personal information



collected by us through the Services, or otherwise collected by or on behalf of us, will be dealt with under our Privacy Policy.

- 9.2 We will comply with the Australian privacy legislation concerning your personal information if applicable. Please refer to our full privacy policy for details on how we collect, use and disclose your personal information.
- 9.3 By accessing or using any part of our Services, you agree to our Privacy Policy and consent to the collection, retention, use, and sharing of your information, including the transfer of your personal information and other information and data about you from your location and country of residence to Australia or other countries where the laws regarding your privacy may not be the same.
- 9.4 There is no transmission method, whether over the internet, electronically, or through our Third-Party service providers, that is fully secure and safe. Journey Earth does not necessarily use encryption or other technologies to ensure the secure transmission of information via the internet or through Third-Party platforms and telecommunication services. All users of the Services are highly encouraged to exercise reasonable care in accessing, storing and sending personal information via the internet or through Third-Party platforms and telecommunication services.
- 9.5 We cannot guarantee the security of your personal information. If we are required by law to inform you of any unauthorised access, use, disclosure or Loss of your personal information, then we will notify you electronically, in writing or by telephone at our direction (if required and permitted to do so by law).

## 10. **Our contact information**

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All enquiries should be directed to Journey Earth's Privacy Officer at the following contact details:

**Telephone:** +61 414 300 013

**Email:** [info@journeyearth.com.au](mailto:info@journeyearth.com.au)