
H4U TRAVEL

TERMS OF USE

BACKGROUND

These terms of use (the **Terms**) are the standard terms for the provision of the Booking Management Services, Transportation Services, Air Tour Services and Private Booking Services (the **Services**) provided by H4U Travel Pty Ltd (ACN 647 555 271) (the **Company**).

1 Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

Agreement	means the Terms for the provision of the Services and the Schedule of Services.
Air Tour Services	means the Air Tour services as described in the Schedule of Services.
Australian Consumer Law	means Australian consumer laws as stated in Schedule 2 of the <i>Competition and Consumer Act 2010 (Cth)</i> .
Schedule of Services	means the Schedule of Services for any of the Services (as may be applicable), in substantially the same form as the document contained in Schedule 1 of this Agreement.
Booking Management Services	means the booking management services which are to be provided by us to you as detailed in the Schedule of Services.
Business Day	means any day other than a Saturday, Sunday or bank holiday.
Calendar Day	means any day of the year.

Change of Law Event	means: <ul style="list-style-type: none"> (a) the adoption, promulgation, modification or re-interpretation after the date of this Agreement or Schedule of Services, which amends or conflicts with the laws prior to entering into this Agreement or Schedule of Services; and (b) the imposition after the date of this Agreement or Schedule of Services of any term or condition in connection with the issuance, renewal, extension, replacement or modification of any law, which establishes requirements that restricts movements, and gatherings or that is made in response to a pandemic.
Date of Acceptance	means the date before which the Schedule of Services remains valid for acceptance by way of execution by you.
Fees	means any fees made to us, including the fees set out in the Schedule of Services.
Force Majeure	means a circumstance beyond the reasonable control of a Party and which results in that Party being unable to observe or perform an obligation on time under this Agreement (other than an obligation to make a payment). Such circumstances include but are not limited to: <ul style="list-style-type: none"> (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires and any natural disaster; (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, and revolution; (c) transportation delays; (d) power failure; (e) industrial action; (f) disease and a pandemic; (g) failure of internet and telecommunication services; and (h) reduction in attendee number below the Expected Attendees as a result of poor weather or the time of year the Air Tour Services and/or the Private Booking Services is being held.
Month	means a calendar month.
Parties	means you and the Company.
Payment Dates	means the payment dates for the Fees in accordance with the Schedule of Services.
Payment Gateway Providers	means third-party payment gateway providers used to pay the Fees.

Private Booking Services	means the Private Booking Services as described in the Schedule of Services.
Services	means the Booking Management Services, Transportations Services, Air Tour Services and Private Booking Services provided by the Company.
Transportation Fees	means fees paid by us for the Transportation Services.
Transportation Services	means any transportation services provided by the Company as part of the Air Tour Services or the Private Booking Services.
Third-Party Supplier	means any third-party supplier that the Company uses to provide any of the Services.
We/Us/Our	means the Company.

Each reference in these Terms to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2 Acceptance of these Terms

- 2.1** You accept these Terms by signing the Schedule of Services given to you by us or by payment of any Fees in accordance with the Schedules of Services provided by us to you.
- 2.2** You may not use the Services and may not accept the Terms if:
- (a)** you are not of legal age to form a binding contract with the Company; or
 - (b)** you are a person barred from utilising the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

3 The Contract

- 3.1** It is agreed by the Parties that subject to your ongoing compliance with your obligations under this Agreement, we will provide the Services to you and you will pay the Fees for the Services in accordance with the Schedule of Services.
- 3.2** Nothing provided by us including, but not limited to, sales and marketing literature, budgets or any other documents provided from time to time will constitute a contractual offer capable of acceptance other than the Schedule of Services and you agree and acknowledge that only the Schedule of Services constitutes a contractual offer, and it is only regarded as accepted where it is executed by the Parties.
- 3.3** These Terms govern the sale and provision of the Services by us and will form the basis of the Agreement between us and you in accordance with the Schedule of Services. Before signing the Schedule of Services, please ensure that you have read these Terms carefully. If you are unsure about any part of these Terms, please contact us for clarification.
- 3.4** The Parties agree and acknowledge that the following information has been made available to you prior to the formation of the Agreement between the Parties, save for where such information is already apparent from the context of the transaction:
- (a)** the main characteristics of the Services;
 - (b)** our identity (set out above) and contact details (as set out below in clause 19);
 - (c)** the total Fees for the Services including taxes, or if the nature of the Services is such that the Fees cannot be calculated in advance then the manner in which it will be calculated;
 - (d)** the arrangements for payment, performance and the time by which (or within which) we undertake to perform the Services;
 - (e)** our complaints handling policy;
 - (f)** details of after-sales services and commercial guarantees, where applicable; and
 - (g)** the duration of the Agreement, where applicable, or if the Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating the Agreement.

4 Your Obligations

- 4.1** you will comply with all laws, regulations and instruments in connection with domestic and international travel. This includes, but is not limited to, medical, visa and passport requirements of the various jurisdictions which you seek to travel to or from or through as per the Schedule of Services.
- 4.2** You agree and acknowledge that the Company is not liable for any damages or expenses incurred as a result of you being refused entry onto a flight, entry into a country, or a transit stop in a country, because you failed to comply with the laws, regulations and instruments in connection with domestic and international travel of the various jurisdictions which you seek to travel to or from or through as per the Schedule of Services.

4.3 you agree and acknowledge that it is your responsibility to consult a physician for a health assessment and health recommendations before your travel to ensure that you meet all the health entry requirements. The Company is not liable for any damages or loss incurred as a result of personal injury, illness or death and/or being refused entry into a country as a result of not consulting a physician prior to accessing the Services.

5 Personal Information

5.1 You agree and acknowledge that you will need to provide us with personal information (such as identification, contact details, payment details, passport details and other personal information) in order to access the Services.

5.2 You agree that any information that you give us will always be accurate, correct and up to date.

5.3 You agree and acknowledge that due to the nature of the Services, we may be required to verify your identity to ensure that you are not using the Services in an illegal or fraudulent manner.

5.4 You agree and warrant that where we advise you in writing that we require further verification of your identity then you will make all reasonable endeavours to comply with this request within seven (7) days of receipt of same.

5.5 You agree and warrant that any information that you provide pursuant to this clause 5.4 will be true and correct to the best of your knowledge and failure to comply with this clause may warrant immediate termination of the provision of Services to you.

6 Schedule of Services

6.1 You agree and acknowledge that the Schedule of Services for the Services and these Terms will form the entire Agreement.

6.2 Following initial discussion with us, we will submit to you the Schedule of Services for your review and you must execute the Schedule of Services by the Date of Acceptance. For the avoidance of doubt, failure to execute the Schedule of Services prior to the Date of Acceptance renders the Schedule of Services void and the offer contained within is withdrawn effective immediately from the Date of Acceptance.

6.3 we will use all reasonable endeavours to accommodate any requested changes to the Schedule of Services but cannot guarantee that we will be able to do so. You agree and acknowledge that if any changes to the Schedule of Services are agreeable by us but which will lead us to incur additional costs, then it's a condition of the variation that these additional costs are payable by you.

7 Third-Party Suppliers

7.1 The Company provides Booking Management Services and Transportation Services as part of the Air Tour Services and Private Booking Services. you agree and acknowledge that the Company does not provide or own aircraft, accommodations, yachts, tours, restaurants or activities.

7.2 You agree and acknowledge that the Services (or any part thereof) as stipulated in the Schedule of Services, may be provided by Third-Party Suppliers, including but not limited to specific services such as, aircraft, accommodation, yachts, tours, restaurants and activities and other services in accordance with the Schedule of Services.

7.3 You agree and acknowledge that, in addition to this Agreement, you have familiarised yourself with, and agreed to the applicable terms and conditions of use, privacy policy, waivers, disclaimers and other legal documentation provided and/or required by the Third-Party Suppliers in connection with the Services and it is pre-condition to the provision of Services that you agree to any Third-Party Suppliers terms and legal documentation.

7.4 You agree and acknowledge that the Third-Party Suppliers are in no way agents or employees of the Company. The Company is not liable for the errors, representations, warranties, omissions, acts, breaches and/or negligence of any of the Third-Party Suppliers including, but not limited to, the cause of personal injuries, property management, death or any other damages or expenses resulting from the engagement of the Third-Party Suppliers.

- 7.5 You agree and acknowledge that in no event will we be liable for any direct, indirect, incidental, punitive, damages or consequential losses, profits, or any loss or damage arising from, or in any way connected with, your use of the Third-Party Suppliers in connection with the Services.
- 7.6 You agree and acknowledge that the Company will share information with any Third-Party Suppliers that is deemed necessary to facilitate its provisions of Services to you.

8 Fees

- 8.1 The Fees of the Services will be as stipulated in the Schedule of Services and may include (but is not limited to) some or all of the following:
- (a) a management fee to cover the management of the delegate registration process to include the booking of flights, accommodation, transfers, and managing the Transportation Services (**Management Fee**);
 - (b) any fees required by the Third-Party Supplier pursuant to their registration process (**Third-Party Supplier Fees**);
 - (c) any Transportation Fees; and
 - (d) Third-Party Supplier Fees.
- 8.2 If the Fees shown in the Schedule of Services may differ from any advertised pricing due to a variety of factors and you agree that such variations may occur from time to time.
- 8.3 Subject to the terms of this Agreement, you agree and acknowledge that we may vary the Fees at any time and at our sole discretion, until the Schedule of Services validly accepted by you.
- 8.4 All Fees are inclusive of Goods and Services Tax (**GST**). If the rate of GST changes between the date of the Schedule of Services and the date of your payment, we will adjust the rate of GST that you must pay. Changes in GST will not affect any Fees where we have already received payment in full from you.

9 Payment Terms

- 9.1 You will make payment of the Fees in accordance with the Payment Dates as per the Schedule of Services.
- 9.2 In the event of any additional costs payable by you in accordance with the provisions of this Agreement, you will pay the costs of the additional items in accordance with an invoice issued by us to you.
- 9.3 Payment of the Fees can be made by direct deposit or by way of credit card payment.
- 9.4 Payments made by credit or debit card maybe subject to merchant fees.
- 9.5 You agree and acknowledge that all Fee payments made by credit card may be made through the Payment Gateway Providers and that in making payment of the Fees, you have familiarised yourself with, and agreed to the applicable terms and conditions of use, privacy policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 9.6 You agree and acknowledge that full payment of the Fees is required before the provision of any Services under this Agreement. Failure to make payment in accordance with the Payment Dates may result in us not providing the Services to you and we will be entitled to charge any costs incurred by us as a result of your non-payment of the Fees.
- 9.7 In the event that there is a chargeback by your credit provider, you agree and acknowledge that you will be charged the then current Company administration fee plus GST (**Administrative Fee**) and 2% plus the Cash Rate Target set by the Reserve Bank of Australia (**Interest**) on amounts which remain unpaid after thirty days the Fee due date.

10 Providing the Services

- 10.1 Upon receipt of the Fees, we will provide the Services as specified in the Schedule of Services.

10.2 If we require any further information, items or action from you in respect to the Schedule of Services to provide the Services, we will inform you of this as soon as is practicable.

11 Issues in Relation to the Provision of the Services

11.1 You warrant and agree that where you become aware of something that may delay our provision of the Services, you will inform us of the circumstances as soon as is practicable.

11.2 We are not responsible and not liable for any delay to the Services caused by your failure to inform us of any circumstances pursuant to clause 11.1 or if the information or items you provide is incomplete or otherwise incorrect. You agree and acknowledge that we may charge you for any additional costs incurred by us for any additional work that may be required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that you have provided or action that you have taken.

11.3 We will not charge you for remedying problems under this clause 11 where the problems have been caused by us, any of our agents, employees, directors, officers, or sub-contractors.

11.4 As a consumer, you have certain legal rights with respect to the Australian Consumer Law. More information on your rights as a consumer can be obtained from the Office of Fair Trading.

12 General Disclaimer

12.1 Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded:

- (a) if you are not a consumer (under the Australian Consumer Law), you agree that the Company has no direct or indirect liability (including negligence) to you in any way related to your use of the Services;
- (b) if you are a consumer (under the Australian Consumer Law), the Company limits all its direct and indirect liability (including in negligence) to you to the extent permissible under the Australian Consumer Law; and
- (c) where there is a breach of the Consumer Guarantees, then to the maximum extent permitted by law, the Company's liability to you is limited to resupply of the Services or payment of the cost of re-supplying the Services.

13 Liability

13.1 We will not be responsible for any loss or damage that occurs as a result of a Force Majeure event or a Change of Law Event.

13.2 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity as a result of the provision of the Services to you.

13.3 We will not be liable for any actions taken by us under clauses 14, 15 or 16 of this Agreement.

14 Force Majeure and Change of Law Event

14.1 We will not be liable for any failure or delay in performing our obligations due to a cause that is beyond our reasonable control, including but not limited to, a Force Majeure event occurring or a Change of Law Event.

14.2 If any Force Majeure event or Change of Law Event occurs:

- (a) we will inform you as soon as is reasonably possible;
- (b) our obligations under these Terms will be suspended during, but no longer than, the period the Force Majeure or Change of Law Event continues, and any further period that is unreasonable in the circumstances and any time limits that we are bound by will be extended accordingly;
- (c) we will inform you when the Force Majeure or Change of Law Event is over and provide details of any new dates, times or availability of the Services as necessary; and
- (d) you may cancel this Agreement in accordance with your right to cancel under clause 16; and
- (e) we may cancel this Agreement in accordance with our rights to cancel under clause 16.

14.3 Where the Agreement cannot be fulfilled due to a Force Majeure event or a Change of Law Event including if the result cancels any flights, restricts gatherings or restricts movement, we are entitled to retain any Management Fee, and any additional Third-Party Supplier costs actually incurred by us up until the point that the Agreement cannot be fulfilled.

15 Postponing of the Services

15.1 You agree that in the event that a Force Majeure or Change of Law Event occurs we may postpone your Services to a later date once the Force Majeure or Change of Law Event restrictions affecting your Services are lifted.

16 Termination

16.1 We may immediately terminate the Agreement by providing written notice at any time prior to the provision of the Services, where the required personnel and/or required materials necessary for the provision of the Services are no longer available and a reasonable substitute cannot practicably be found or the provision of Services is no longer financially feasible to the Company (as determined in the Company's sole and absolute discretion).

16.2 If a Change in Law Event or Force Majeure event occurs and we determine (at our sole and absolute discretion) that the Services are not financially feasible, or that the provision of Services are not practical for any reason whatsoever we may immediately terminate this Agreement on written notice to you.

16.3 Subject to clause 16.5, where the Agreement is terminated under clause 16.1, we will refund you the Fees less any actual costs incurred by us to the point of termination and less any Management Fees (charged at our sole and absolute discretion).

16.4 Subject to clause 16.5, where the Agreement is terminated under clause 16.2, we will refund you the Fees less any actual costs incurred by us to the point of termination and less any Management Fees (charged at our sole and absolute discretion).

16.5 Any refunds to be issued by us to you under clause 16.3 or 16.4 are subject to us obtaining from any Third-Party Suppliers the refund of any fees paid to the Said Third-Party Supplier. For the avoidance of doubt failure to obtain the fees from the Third-Party Supplier, you will not have any right of recourse against us and any rights you may have in relation to the fees will be directly with the Third-Party Supplier.

16.6 We can terminate the Agreement immediately by providing written notice on becoming aware of one of the following having occurred:

- (a) you fail to make a payment on time as required under Clause 9; or
- (b) you have breached the Agreement in any material way and have failed to remedy that breach within seven (7) days of our notice to you in writing requesting remedy of the said breach.

17 Indemnity

17.1 You will indemnify and defend us and our employees, agents and contractors (**Those Indemnified**) against claims, liabilities, losses, damages, costs and expenses made against, or suffered or incurred by, those Indemnified as a result of:

- (a) a breach of this Agreement, or negligence relevant to the Services or the Agreement, by you or your agents, employees, contractors, directors, or officers;
- (b) a breach or default by you, your agents, employees, contractors, directors or officers, of any the laws, regulations and instruments in connection with domestic and international travel; and
- (c) your use of the Services.

17.2 In conducting a claim, suit or action in respect of which you indemnify Those Indemnified, you will, at your expense, comply with our written directions.

18 Communication and Contact Details

- 18.1 If you wish to contact us with questions or complaints, you may contact us by telephone at +61 7 5646 4505
- 18.2 In certain circumstances, you must contact us in writing. When contacting us in writing you may use the following methods:
- (a) contact us by email at info@h4utravel.com.au; or
 - (b) contact us by pre-paid post at H4U Travel Pty Ltd, PO BOX 392, Varsity Lakes, QLD 4227.

19 How we use your Personal Information (Data Protection)

- 19.1 You agree that we may use your personal information to:
- (a) provide the Services to you, including sharing any personal information with Third-Party Suppliers if it is necessary to facilitate the provisions of Services to you;
 - (b) process your payment for the Services; and
 - (c) inform you of new products and services available from us. you may request that we stop sending you this information at any time.

20 Other Important Terms

- 20.1 We may transfer, or assign, our obligations and rights under this Agreement to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing.
- 20.2 You may not transfer, or assign your obligations and rights under this Agreement without our express written permission.
- 20.3 This Agreement is the entire agreement between us and you in relation to its subject matter.
- 20.4 If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that or those provision(s) will be deemed severed from the remainder of these Terms. The remainder of these Terms will be valid and enforceable.
- 20.5 No failure or delay by us in exercising any of our rights under these Terms means that we have waived that right, and no waiver by us of a breach of any provision of these Terms means that we will waive any subsequent breach of the same or any other provision. A waiver given by us is only effective and binding on us if it is given on confirmed by us in writing.
- 20.6 Termination does not terminate the clauses under this agreement which by their very nature are intended to survive termination of the Agreement.

21 Dispute Resolution

- 21.1 If a dispute arises out of or relates to the Agreement and the Services, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought):
- (a) A party to the Agreement claiming a dispute (the **Dispute**) that has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute (the **Notice**).
 - (b) On receipt of the Notice by the other party:
 - (i) the parties will endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree within seven (7) days of the Notice; and

- (ii) if for any reason whatsoever, the Dispute has not been resolved within twenty-one (21) days after the date of the Notice, the Dispute has not been resolved the Parties must refer the Dispute to be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration will be Brisbane, Australia. The language of the arbitration will be English.
 - (c) The Parties are equally liable for the fees and reasonable expenses of the arbitrator and the cost of the venue of the arbitration and without limited the foregoing, undertake to pay any amounts requested by the arbitrator as a pre-condition to the arbitration commencing. The Parties must each pay their own costs associated with the arbitration. The decision of the arbitrator will be binding on both parties.
- 21.2 All communications concerning negotiations made by the parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

22 Governing Law and Jurisdiction

- 22.1** The Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) will be governed by, and construed in accordance with, the laws of Brisbane, Australia.
- 22.2** Any dispute, controversy, proceedings or claim between us and you relating to the Services or the Agreement) (including any non-contractual matters and obligations arising therefrom or associated therewith) will fall within the non-exclusive jurisdiction of the courts of Brisbane or the Federal Court of Australia and the exclusive jurisdiction is Brisbane, Australia.

Schedule of Services

Customer Details	
Name	
Telephone	
Address	
Email	
Services Details	
Services	<p><i>Example:</i></p> <ul style="list-style-type: none"> ● <i>Creation and management of all documents for event facilitation including critical path and Runsheet relating to flights, accommodation and transfers.</i> ● <i>Management of budget relating to flights, accommodation and activities hosted by any Third-Party Suppliers.</i> ● <i>Delegate registration to include creation of online registration form, communication & assistance (phone and email) as required and booking of flights, accommodation and transfers as registered for by each attendee.</i> ● <i>Create and provide delegate reporting to client and suppliers as required.</i>
Date and Location	
Date of Acceptance	

